Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2011
Prepared By/Phone Number: Sydnia Crosbie/ 854-9383
Elected/Appointed Official/Dept. Head: Sydnia Crosbie, Parking Committee Chair
Commissioners Court Sponsor: Sam Biscoe, County Judge

AGENDA LANGUAGE:
Receive employee comments regarding the proposed parking policy, including zoned parking.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
On August 30, 2011, the Commissioners Court adopted the recommended parking policy revisions for 90 days as presented by the Parking Committee with discussed changes. Previously on April 12, 2011, the Court also voted to maintain 700 Lavaca as a zoned facility. On November 1st, that was extended 60 days to allow the committee to bring back the issue of zoned parking with an update on the revised parking policy.

The Court has requested employee feedback on both the parking policy and zoned parking at the January 17th session.

The Parking Committee was charged with recommending a change to the County's parking policy. The Committee has provided both the original parking policy (Appendix A) and the temporarily adopted replacement policy (Appendix B).

Travis County was operating under an outdated policy that was approved in 1989. Among the issues caused by this were:

- No clear guidelines on how to deal with exemptions to the assignment process
- Use of old language, policies and alternatives were confusing to employees such as specifying that the County offer tokens for Cap Metro rides
- Accountability for reserved spaces was limited

The Parking Committee studied parking practices around the country and surveyed Travis County employees. Using the information gathered, the Committee updated Chapter 11 of the Travis County Code. The primary changes in the proposed replacement policy are:

- Reorganized for easier reference
- Updated names of organizations and titles to current ones
- Updated processes for assignment and administration to more closely match current practices
- Defined a permanent Parking Committee (Section 11.010)
- Simplified specified positions and reserved spaces (Section 11.013)

In response to employee feedback from surveys conducted, the Parking Committee intensively debated revisions to the list of specified positions. In the most recent survey, employees ranked "priority parking" as the least fair way to assign County parking. The preferred method was strictly based on seniority. The committee also noted that the greater the number of specified positions, the smaller the pool of available spaces for rank and file employees. There are 500 employees on the parking waitlist with a wait of approximately 5.5 years. Reserved parking has ballooned from 128 spaces allocated to Specified Positions in 1989 to the current 288 without consistent application. The assignment of reserved spaces is governed by Section 11.007 and non-reserved spaces is detailed in Section 11.008.

To strike a balance and to define an objective criterion, the committee utilized the Travis County organizational chart as the basis for this recommendation. It then noted the intent of the original policy before defining Specified Positions as Elected/Appointed Officials, County Executives and the Courts that office in the downtown campus. The proposal would result in 123 Specified Position spaces with all spaces fully assigned or 49 spaces with all spaces fully zoned as opposed to the 288 spaces today.

The Court has several options to consider regarding Section 11.013 Specified Positions in the replacement policy.

A. Approve the use of the *Zoned* Specified Positions throughout the County's parking facilities,
B. Approve the use of the *Assigned* Specified Positions throughout the County's parking facilities,

C. Approve the use of the *Zoned* Specified Positions in applicable facilities and *Assigned* Specified Positions in applicable facilities as they are currently listed in the replacement policy,
D. Retain the current list of Specified Positions as detailed in the 1989 policy with updated department names and office titles, or
E. Designate no positions as Specified Positions with reserved parking.

The Committee also requests the Court to give direction in regards to the following positions. The Court could approve any combination of these directors receiving one space each.

A. Director of Domestic Relations Office
B. Director of Pre-Trial Services
C. Director of Adult Probation
D. Director of Intergovernmental Relations

The changes in the proposed policy do not assume the Court has made a decision as to a particular method of assigning parking spaces. Instead, it accommodates the possibility of a system that includes assigned and/or zoned parking. When the Court does make that determination, the policy can be amended if necessary.

If the policy is approved, parking assignments that do not conform to Section 11.013 will be grandfathered as stated in Section 11.003 (e). However, as those persons are replaced with new employees, the adopted policy will be enforced. The majority of persons impacted by the change in Specified Positions would retain County parking privileges based on tenure and would not be impacted by the change.

Attachments
Appendix A: Original Parking Policy
Appendix B: Temporarily Adopted Replacement Policy
Appendix C: Chapter 10 Sections regarding Parking
Appendix D: Analysis of Existing Specified Positions
Summary E: Summary of Policy Changes

STAFF RECOMMENDATIONS:
The committee has met with several individual stakeholder groups and is available for additional meetings as requested. A survey was sent to employees currently parking in 700 Lavaca. A general employee parking

survey was conducted in September 2010. A follow up survey for all employees is not planned at this time.

In addition to the feedback noted above, the committee recommended holding an employee hearing that would allow employees to speak directly to the Court on both the parking policy and zoned parking in general. The Parking Committee would then take that feedback and revise its recommendation as necessary before returning to Court for a full report. As directed by the Court, the Committee will report on zoned versus assigned parking and request renewed adoption of a revised parking policy at that time.

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

REQUIRED AUTHORIZATIONS:
N/A

Parking Committee Members:
April Bacon, Auditor's Office
Daniel Bradford, County Attorney
Rachel G. Castro, District Clerk
D'Andra Cedillo, Pretrial Services
Sydnia Crosbie, TNR
Jessica Ghazal, District Attorney
Dana Hess, HRMD
Etta Jarmon, Domestic Relations
Alice Leslie, Purchasing
Gillian Porter, County Clerk
Steven Town, TCSO
Dina White, District Attorney
Danikae Doetsch, District Clerk (alternate)
Viktoria Hagedorn, Auditor's Office (alternate)
Tenley Aldredge, County Attorney (advisory)
Adele Noel, TNR, Air Quality (advisory)
Roger Harner, Facilities, acting Parking Administrator (advisory)

Appendix A: Current parking policy

CHAPTER 11. POLICIES AND PROCEDURES TRAVIS COUNTY PARKING AND PASSENGER SHUTTLE SERVICE[1]

' 11.001 Policy

(a) GOAL: THE TRAVIS COUNTY COMMISSIONERS COURT SEEKS TO ALLOCATE SCARCE PARKING RESOURCES AVAILABLE TO THE COUNTY, ITS EMPLOYEES AND THE PUBLIC, IN THE MOST EFFICIENT AND EFFECTIVE MANNER POSSIBLE.

(b) DISCUSSION: The Court recognizes that parking resources, especially in the downtown area, are scarce and that it is not feasible at this time to construct or lease additional parking facilities.

(c) The parking facilities available to the County, its employees and citizens visiting County facilities, are of three types: short term, long term and free public parking and park and ride services. It is the most efficient allocation of the resources to reserve long term parking for County and County employees' vehicles, which require all day every work day parking, and for members of the public, such as the media or Grand Jurors, who require long term parking on a permanent basis. More short term street parking can then be available to members of the public, who require convenient parking for short periods of time.

(d) Use can also be made of free park and ride services provided through the Capital Metropolitan Transportation Authority. The free parking facilities are available to County employees who work in the Palmer Auditorium area, to those employees who have applied for but have not received an assigned parking space and for those members of the public, such as petit jurors, who need long term parking on a temporary basis.

(e) GOAL: THE TRAVIS COUNTY COMMISSIONERS COURT ALSO SEEKS TO PROVIDE PARKING FACILITIES OR ARRANGEMENTS FOR TRAVIS COUNTY EMPLOYEES IN A CONSISTENT, RATIONAL AND EQUITABLE MANNER.

(f) DISCUSSION: Rather than provide free parking for some and charge others an arbitrary fee, all County employees who do not have access to free public parking within a convenient distance of their place of work will have access to county-provided parking facilities, and when such space is insufficient, the County will facilitate the use of Capital Metro Park and Ride Services.

' 11.002 Parking Inventory

(a) To achieve the Policy Goals, the Director of General Services shall establish a complete inventory of County-owned parking facilities (Appendix A) and shall be responsible for striping, signage and maintenance of the facilities. General Services will update the inventory, indicating when parking spaces become vacant and when they are assigned. Parking facilities available to the County shall be allocated as follows:

(1) County-provided Assigned Spaces

---

[1] General Note: Many of the position, department and office titles used in this policy (originally approved in 1989) are outdated. The proposed replacement Parking Policy corrects these errors and uses the current (as of the date of the new policy adoption) titles.

Appendix A: Current parking policy

(A) Spaces shall be reserved in the downtown area for the following classes of non-employee public uses:

(i) Spaces 97 through 109 located in University Savings parking lot are designated for free use by members of the public conducting business with the County.

(ii) Grand Juror parking will be reserved in the University Savings parking lot on the east side of the Hold Building (12 spaces) during the normal meeting times of the Grand Jury, from 08:00 a.m. to 5:00 p.m. Monday through Friday.

(iii) Visiting judges (2 spaces) 1st Floor Stokes garage.

(iv) Citizen volunteers (3 spaces in each of the downtown parking facilities).

(v) General Services will provide delivery areas to serve County buildings, by either designating places on County property or by working with the City of Austin for establishment of delivery zones on city streets.

(B) NOTE: Special parking for disabled citizens (not County employees) will be provided on city streets, convenient to County buildings. The General Services Department shall seek the appropriate City of Austin designation of such spaces to insure sufficient number and convenient location of such enforceable "Disabled Only" parking spaces.

(C) Spaces shall be reserved for County vehicles, as shown in Appendix B.

(D) Spaces shall be reserved for individuals holding key positions with the County at a parking facility in closest proximity to the place of work, as shown in Appendix C. These parking spaces are assigned to the County position and are not assigned to the individual person.

(E) Spaces shall be assigned to all other County employees on a first come, first served basis, as provided in the "Parking Assignment Procedures." Parking spaces provided to employees by the County are for the sole use of the employee and may not be subleased or traded except through authorized procedures. "Subleasing" or substituting parking spaces without authorization from General Services may result in forfeiture of an assigned parking space.

(2) County-provided Transportation-To ensure the equitable assignment of County-provided employee parking spaces, a waiting list shall be kept of employees who have applied for, but have not been assigned a County-provided space. Those employees on the waiting list shall be offered Dillo passes from General Services without cost to the employee.

(3) Non-county Free Public Parking-Where there is free public parking within a convenient distance of the County employees' place of work, County employees will be expected to make use of the free facilities and will not receive Capital Metro passes.

' 11.003 Parking Assignment Procedures

Appendix A: Current parking policy

(a) General-The Director of General Services shall manage the assignment of spaces and shall monitor and enforce space assignments.

(b) Public and Key Position Assignments

(1) The General Services Department shall assign parking spaces for public uses, county-owned and private vehicles of key personnel, as indicated in "Parking Inventory," Section A.

(2) The Commissioners Court acknowledges that initial reassignment of currently assigned spaces may be necessary to achieve the most rational and equitable allocation of parking spaces.

(c) First Come, First Served Rule[2]

(1) General Services shall establish a ledger listing each employee who has requested an assigned parking space.

(2) Each listing on such ledger will be serially numbered and the date and time of receipt of the employee's request noted. Each employee will receive a receipt indicating their request order number.

(3) The request for an assigned space will note any special requests (e.g. medical need, car pool, specific lot or garage space, etc.).

(4) SPACES WILL BE ASSIGNED BY GENERAL SERVICES IN ORDER AS LISTED ON THE REQUEST LEDGER, WITH ONLY THE FOLLOWING EXCEPTIONS, IN ORDER OF PRIORITY:

(A) An assignment may be made out of serial order to accommodate an employee's need based on a permanent or long term medical need, when satisfactory documentation of such need is presented to the Director of General Services.

(B) An assignment may be made out of serial order to accommodate a transfer of an employee from one parking space to another, who has previously requested such a transfer. A separate ledger will be maintained for transfer requests.

(C) An assignment may be made out of serial order to accommodate a request for a car pool space of three or more County employees.[3] Documentation of members of the car pool must be presented to the Director of General Services prior to such assignment. It shall be the duty of the General Services Department from time to time to verify that such parking space is still being used by a car pool of 3 or more employees. The assignment of such a parking space will be revoked if the car pool ceases to exist and the space will be assigned in order to the next request on the Request Ledger.

---

[2] On Sept. 21, 2010, the Commissioners Court approved changing the ledger-based assignment procedure described in this section to assignment based on "hire date." (See §11.008(b) of proposed replacement Parking Policy.)

[3] On Sept. 21, 2010, the Commissioners Court approved changing this definition of "car pool" to: "a group of two or more County employees riding in the same vehicle to their workplace at least three out of five County word days a week." (See §11.002(b) of proposed replacement Parking Policy.)

Appendix A: Current parking policy

The Director of General Services shall work with Capital Metro to develop a specialized park and ride program for County employees similar to the program designed for employees of the State Comptrollers Office.

(D) General Services shall send immediate notice to the next employee in serial order on the Request Ledger when one of the above exceptions is to be exercised so the employee may appeal such assignment, if desired.

(5) Notwithstanding the prohibition against subleasing or trading parking spaces as provided in Section II, A (4.) of this Policy, the Director of General Services is authorized to work with the Sheriff and the Director of Adult Probation to accommodate shift changes and work site transfers.

(6) When a space is assigned, the Request Ledger will be marked to show the numerical order of assignment and the date on which the assignment was made.

(7) It shall be the responsibility of the Personnel Department to inform new County employees of the Parking Policies and Procedures. The Personnel Department shall also provide to General Services on a weekly basis a report of employee transfers and terminations so that the Request Ledger can be updated.

(d) Park and Ride Services

(1) When an employee does not have access to convenient free public parking and has applied for but has not been assigned a County-provided space, the General Services Department shall provide the employee with free tokens for use of the Capital Metropolitan Authority's Park and Ride Service.

(2) The General Services Department shall also make available to employees using the park and ride service up-to-date Park and Ride scheduling information.

(e) Complaints and Appeals

(1) When an employee believes that General Services has erred in the assignment of a parking space according to these policies and procedures, the employee shall present the complaint in writing to the Director of General Services.

(2) The Director shall review the parking assignment for conformance with adopted parking policies and procedures and shall render his decision on that basis.

(3) Employees may appeal the Director's final decision to the Commissioners Court by so requesting, in writing, to the Director. The Director shall request that the matter be entered on the Commissioners Court agenda for the next practicable session of the Court. The Court shall consider the appeal and make the final decision on the parking assignment.

(f) Control of Parking Areas

(1) Personal and County vehicles will be parked only in assigned spaces.

(2) Employees will be responsible for reporting to General Services any change in employee vehicle or vehicle license number.

Appendix A: Current parking policy

(3) Control of the parking lots will be based on a "complaint" system. If an employee finds an unauthorized vehicle parked in the employee's space, the employee must contact General Services, which will take appropriate action to remove the vehicle. General Services will make an effort to find the driver of the unauthorized vehicle, up to one half hour after notification of the complaint, to ask the driver to voluntarily move his vehicle. In the event that conditions, in the opinion of General Services, do not permit a search for the driver of the offending vehicle, then immediate action may be taken by General Services to remove the vehicle.

(4) General Services will be authorized to place warning tickets on vehicles that are parked in a County parking lot without proper authorization.

(5) Unauthorized vehicles parked in a County parking space and abandoned vehicles will be subject to impoundment at the owner's expense.

§ 11.004

APPENDIX A

TRAVIS COUNTY PARKING INVENTORY

FACILITY	SPACES
Courthouse	20
North side Courthouse (Sheriff Patrol)	12
Courthouse Annex	13
TCAB	375
Lot 2 (Behind Annex)	50
Lot 10 (11th Street rental)	38
San Antonio Garage	207
Palm Square	128
PITD	25
Adult Probation, 624 Pleasant Valley Rd.	58, 1 HC
DP Admin. Bldg.	4
Travis County Jail, 1008 San Antonio	12, 3 for vans
Post Road	103, 5 reserved, 3 HC
Sat. 1	24
Sat. 2	107, 4 HC
Sat. 3	74, 2 HC
Sat. 4	40
Farmers Market	56, 27 compact, 3 HC
Vehicle Maintenance, 10th & Lamar	2
East Rural Ctr.	29, 2 HC
SE Rural Ctr.	34, 4 HC
Garbage Transfer, RR 620	3
Warehouse, 1600 Smith Rd.	36, 1 HC
Weatherization, E. 1st. St.	11
Gardener/Betts Juvenile	58, 31 compact, 4 HC
TCACS, 8712 Shoal Creek	91, 9 reserved
Sheriff Department, 7th. & West	86, 3 visitors
13th. St. & Guadalupe	30

November 30, 1989

Appendix A: Current parking policy

§ 11.005

APPENDIX B

LIST OF PARKING SPACES

FOR COUNTY VEHICLES

Department	Location	Number
District Attorney	Stokes Garage	29
Sheriff's Office		
	San Antonio Garage (inside cage)	10
	San Antonio Garage	10
	behind new jail	12
	designated for vans behind old credit union	3
	USB South Lot	82
	Stokes Garage	20
Constable-Prct. 5	Courthouse Parking Lot	1
General Services	Stoke Garage	9
	Holt Building	1
PITD	San Antonio Garage	30
Probation Dept.	Stokes Garage	10
Visiting Judges	Stokes Garage	2
Grand Jury	Holt Building	12
Press	Stokes Garage	3
Medical Examiner's Office	Stokes Garage	1
Domestic Relations Guardians	Stokes Garage	12
County Attorney	Stokes Garage	3

Appendix A: Current parking policy

§ 11.006

APPENDIX C

TRAVIS COUNTY PARKING AND PASSENGER SHUTTLE SERVICE POLICIES AND PROCEDURES

Key Positions/Assigned Parking

County Judge
- County Judge
- Administrative Assistant
- Administrative Assistant

Commissioner, Precinct One
- Commissioner
- Administrative Assistant

Commissioners, Precinct Two
- Commissioner
- Administrative Assistant

Commissioner, Precinct Three
- Commissioner
- Administrative Assistant

Commissioner, Precinct Four
- Commissioner
- Administrative Assistant

Auditor's Office
- Auditor
- Assistant Auditor

Tax Assessor/Collector Office
- Tax Assessor/Collector
- Chief Deputy

Budget and Research
- Director
- Budget and Research Manager

Personnel
- Director
- Assistant Director

Data Processing
- Director
- Assistant Director

General Services
- Director
- Director/Communication Resources Division

Facilities Engineer

Appendix A: Current parking policy

Facilities Engineer
Facilities Planner

Purchasing Department
Director
Purchasing Manager

Veterans Services
Veterans Services Officer

District Clerk
District Clerk
Chief Deputy

District Judges
53rd District Judge
98th District Judge
126th District Judge
200th District Judge
201st District Judge
250th District Judge
261st District Judge
345th District Judge
353rd District Judge
167th District Judge
147th District Judge
299th District Judge
331st District Judge

District Court Administration
Court Administrator
Court Coordinator IIs (7)
District Court Masters (2)
Jury Coordinator

District Attorney's Office
District Attorney
Special Assistant District Attorney

County Clerk
County Clerk
Chief Deputy County Clerk

County Court-at-Law Judges
Judge, Court 1
Judge, Court 2
Judge, Court 3
Judge, Court 5
Judge, Court 6
Judge, Court 7

County Court-at-Law Administration
Deputy Court Administrator
Court Coordinator IIs (4)

County Attorney's Office
County Attorney

Appendix A: Current parking policy

First Assistant

Probate Court
- Probate Judge
- Administrative Assistant

Justices of the Peace
- Justice of the Peace, Precinct 1
- Justice of the Peace, Precinct 2
- Justice of the Peace, Precinct 3
- Justice of the Peace, Precinct 5

Justice of the Peace - Administration
- Supervisors (4)

Constable, Precinct 5
- Constable
- Chief Deputy

Domestic Relations
- Assistant Juvenile Court Chief

Personal Bond
- Director
- Assistant Director

Human Services
- Director
- Deputy Director

EMS
- Director
- Chief Helicopter Pilot

Public Improvements and Transportation Department
- Director
- Assistant Director (2)
- Employees visiting courthouse on county business (3 spaces)

Sheriff's Department
- Sheriff
- Chief Deputy

Medical Examiner
- Medical Examiner
- Administrative Assistant
- County Vehicle (1)

Adult Probation
- Director

Treasurer's Office
- Treasurer

County Environmental Analyst (1)

Risk Manager

Appendix A: Current parking policy

Director

Supervisor and Corrections (10)

Visiting Judges (2)

Public/Grand Jury (12)

Chapter 11. Parking[1]

Contents:

11.001 Purpose 1
11.002 Definitions 1
11.003 Administration of this Policy 3
11.004 Commuting Options 3
11.005 Inventory and Control of Parking Facilities 4
11.006 Additional Parking Facilities 4
11.007 Reserved Spaces 6
11.008 Non-Reserved Spaces 7
11.009 Transferring Non-Reserved Spaces 10
11.010 Parking Committee 10
11.011 Complaints and Appeals 11
11.012 Inventory of Downtown County Parking Facilities 112
11.013 Specified Positions 13

11.001 Purpose

(a) Chapter 11 has the following purposes.

(1) Codify the policy and associated procedures which Travis County uses to allocate limited parking resources.

(2) Implement and enforce such policy and procedures in an efficient, transparent, and effective manner.

(3) Provide parking facilities or arrangements for Travis County employees in a consistent, rational, and equitable manner.

(b) The scope of this policy is limited to County Parking Facilities located in the CBD until such time that parking spaces in non-CBD facilities need to be allocated using the procedures established by this policy.

(c) This Chapter 11 shall also be known as the "Parking Policy."

11.002 Definitions

For the purposes of this chapter, the following words have the following meanings.

(1) "Assigned Space" means a Non-Reserved Space that has been assigned to an employee on the Waitlist.

---

[1] Chapter 11 was replaced by Travis County Commissioners Court on date, Item #.

(2) "Carpool" means a group of two or more County employees riding in the same vehicle to their workplace at least three out of five County work days a week.

(3) "Central Business District" ("CBD") means the downtown section of the City of Austin in which the highest percentage of retail, office, hotel, entertainment, and governmental land uses are located.

(4) "Commissioners Court" means the Travis County Commissioners Court.

(5) "County Executive" means the director, or equivalent, of the following County departments or offices whose primary location, on the date of adoption of this policy, is within the downtown central campus: Planning and Budget, Transportation and Natural Resources, Information Technology Services, Justice and Public Safety. This term will be extended to include any County Executive whose department or office relocates to the downtown central campus from another location in the County.

(6) "County-Owned Vehicles" means those vehicles owned by Travis County.

(7) "County Parking Facilities" means the complete inventory of parking facilities located in the CBD and listed in 11.012.

(8) "Elected Officials" means the appointed or elected individuals holding the following offices so long as the primary location of the office is within the downtown central campus: Auditor, Commissioners, Constables, County Attorney, County Judge, District Attorney, District Clerk, Justices of the Peace, Purchasing Agent, Treasurer.

(9) "Non-Reserved Space" means a parking space in a County Parking Facility that does not fall within a Reserved Spaces category under 11.007. Non-Reserved Spaces include the general pool of parking spaces from which employees on the Waitlist are assigned spaces or zones.

(10) "Parking Administrator" means the Travis County employee designated to manage and enforce this Parking Policy. The Parking Administrator shall be selected by the County Executive designated by Commissioners Court to be responsible for parking matters.

(11) "Parking Committee" means the panel consisting of those County employees appointed by the Commissioners Court and having the responsibilities described in 11.010.

(12) "Reserved Space" means a parking space in a County Parking Facility that has been removed from the pool of available non-reserved County-provided parking spaces because it falls within one of the Reserved Space use categories described in 11.007.

(13) "Specified Position Space" means a parking space reserved for those specified positions listed in 11.013 and located in a non-zoned County Parking Facility.

(14) "Specified Position Zone" means a zoned area reserved for those specified positions listed in 11.013 and located in a zoned County Parking Facility.

(15) "Transfer Request List" means the list of County employees who have requested a transfer from one assigned County Parking Facility to another.

(16) "Waitlist" means the list of County employees who have not yet been assigned a County-provided parking space, and which is maintained by the Parking Administrator to ensure the equitable assignment of County-provided parking spaces.

(17) "Waitlist Number" means the serial number assigned to a County employee on the Waitlist.

11.003 Administration of this Policy

(a) The County Executive designated by Commissioners Court to be responsible for parking matters is hereby authorized to delegate the responsibilities and duties assigned to him or her in this Parking Policy to the Parking Administrator.

(b) The Parking Administrator shall manage the assignment of parking spaces in County Parking Facilities according to this Parking Policy and perform the other duties assigned to him or her in this Parking Policy.

(c) It shall be the responsibility of the Human Resources Management Department to inform new County employees of this Parking Policy.

(d) The Auditor's Office shall provide to the Parking Administrator, on a semi-monthly basis, a report of employee transfers, new hires and terminations so that the Waitlist may be updated.

(e) Any person who, on the date that this policy is adopted, has a parking space assigned to him or her in any County Parking Facility shall retain the privilege of using that space exclusively for the remainder of that person's employment unless the place where that person's office is located changes and that person decides to accept other parking at the new office location, in which case the standards applicable to that location are determinative.

11.004 Commuting Options

(a) The Parking Administrator shall use best efforts to make available information regarding employee commuting options on the intranet.

(b) The Human Resources Management Department shall present to employees commuting options during New Employee Orientation by distributing any materials that have been provided to the department by the Parking Administrator.

11.005 Inventory and Control of Parking Facilities

(a) Inventory. The Parking Administrator shall update the County Parking Facilities inventory at least twice a year. Such updates may be made without amending this Parking Policy.

(b) Striping and Signage. The Parking Administrator shall coordinate striping and signage of the County Parking Facilities. This responsibility shall include painting and/or installation of appropriate signage (space numbers, Specified Position titles and any other necessary information) on all spaces located within the County Parking Facilities.

(c) Unauthorized Vehicles. The Parking Administrator shall be responsible for Parking in County Parking Facilities.

(1) Enforcement. Enforcement of this Travis County Parking Policy shall be based on a "complaint" system. If an employee finds an unauthorized vehicle parked in the employee's assigned parking space, or in a parking space that the employee reasonably believes to be an illegal or dangerous space, the employee may contact the Parking Administrator, which shall take appropriate action to resolve the situation, including by arranging for removal of the vehicle from the parking facility.

(2) Enforcement Procedure. The Parking Administrator will make a reasonable effort to locate the driver of the unauthorized vehicle after receiving the complaint, and, if the driver is located, shall ask the driver to immediately move the unauthorized vehicle. In the event that the Parking Administrator concludes that circumstances do not permit a search for the driver of the unauthorized vehicle, or if the driver of the unauthorized vehicle refuses to move, then the Parking Administrator may take immediate action to remove the vehicle from the County Parking Facility.

(d) Warnings. The Parking Administrator may place warning tickets on vehicles that are parked in a County Parking Facility without proper authorization.

(e) Towing. Unauthorized and/or abandoned vehicles parked in a County Parking Facility will be subject to impoundment at the vehicle owner's expense.

11.006 Additional Parking Facilities

(a) Non-County Temporary Parking Permits

(1) Temporary parking permits for use of spaces located on the grounds of the University of Texas campus will be provided to early-voting elections personnel, convenient to the University of Texas early voting site.

(2) The Travis County Elections Division staff shall seek to obtain an appropriate number of such permits to ensure that early-voting elections personnel are provided a sufficient number of temporary parking spaces, in convenient locations.

(b) Acquisition of Additional Properties

(1) Within ten (10) business days of the closing of a real estate transaction in which the County acquires title to real property that includes an additional parking facility, the additional facility shall be added to the inventory of County Parking Facilities listed in 11.012. In the event the additional parking facility will not be available for parking immediately upon acquisition by the County, a note to that effect will be included in the inventory listing.

(2) Within five (5) business days of the inventory update, the parking spaces made available as a result of the real estate acquisition will be assigned in accordance with the Assignment Procedures described in 11.008(b).

(c) Leased Parking Facilities

(1) Within ten (10) business days of the conclusion of a lease or license transaction in which the County acquires the right to use additional parking spaces in facilities owned by third parties, the additional facility shall be added to the inventory of County Parking Facilities listed in 11.012.

(2) Within five (5) business days of the inventory update, the parking spaces made available as a result of the lease or license transaction will be assigned in accordance with the Assignment Procedures described in 11.008(b).

(3) In the event a lease or license to use parking spaces in a third-party facility is terminated by the third-party owner/operator, the Parking Administrator shall notify all employees who use such spaces as soon as practicable after receiving notice of the termination by the third-party owner/operator. Reassignment of parking spaces for affected employees shall proceed in accordance with §11.008(b)(2)(D).

(4) At least fifteen (15) days prior to the expiration of a lease or license to use parking spaces in a third-party facility, the Parking Administrator shall notify all employees who use such spaces of the imminent expiration date. Reassignment of parking spaces for affected employees shall proceed in accordance with §11.008(b)(2)(D).

11.007 Reserved Spaces

(a) Reserved Spaces. Parking spaces shall be reserved in the downtown area for the uses and durations specified below:

(1) Public Use. Eleven (11) spaces in one or more County Parking Facilities are reserved for use by members of the public while they are conducting business with the County.

(2) Grand Juror Use. Twelve (12) spaces on the southwest corner of 11th Street and Guadalupe Street shall be reserved for use by the members of the Grand Jury during their prescheduled meeting times. At all other times, the spaces will remain reserved for temporary assignment by the Parking Administrator on an as-needed basis and in his/her discretion.

(3) Visiting Judges Use. Five (5) spaces in the downtown campus area shall be reserved for visiting judges. Visiting judges will be strongly encouraged to first use the space assigned to the judge for whom they are substituting. If that is not possible, they may use the reserved spaces designated as "Visiting Judges" spaces.

(4) Volunteer Use. Three (3) spaces shall be reserved in the downtown campus area for use by volunteers in County facilities. The Parking Administrator shall provide volunteers with a placard or other written signage that may be placed in the volunteer's vehicle identifying the vehicle as authorized to use the reserved space.

(5) County-Owned Vehicles Use. County-Owned Vehicles will be assigned spaces in County Parking Facilities on an as-needed basis when and if parking on public thoroughfares is not available.

(6) Specified Position Use. Specified Position Spaces and Specified Position Zones shall be reserved at the County Parking Facility located in closest proximity to the place of work of the person holding the specified position. Specified Position Spaces and Specified Position Zones are assigned to the County position, not to the individual person holding that position. An employee hired into a specified position receives a Specified Position Space or access to a Specified Position Zone but does not retain the Specified Position Space or access to the Specified Position Zone if he or she transfers to a position not listed in 11.013.

(b) Restrictions. Because any increase in the number of Reserved Spaces inventory reduces the pool of assignable spaces to County employees, the following restrictions apply:

(1) Contracts. Parking spaces may not be assigned to vendors by contract unless the proposed space is reserved by amending this Parking Policy.

(2) Sub-Leasing. Parking spaces provided to a County employee, either by reservation or by assignment, are for the sole use of the employee and may not be subleased or traded except through authorized procedures. "Subleasing" or substituting parking spaces without authorization from the Parking Administrator may result in forfeiture of an assigned parking space. However, allowing another County employee to use one's assigned space if the space would otherwise be unused is not restricted.

(3) Revising Number or Category of Reserved Spaces or Specified Positions. Revision of the number or category of Reserved Spaces listed in 11.007(a) or revision of the number of Specified Positions requires the approval of the Commissioners Court through the amendment of this Parking Policy.

(4) One Space per Employee. No employee may be assigned more than one space.

11.008 Non-Reserved Spaces

(a) Responsibility. The Parking Administrator shall be responsible for:

(1) Assigning parking spaces from the pool of Non-Reserved Spaces to employees on the Waitlist according to this Parking Policy.

(2) Maintaining the Waitlist.

(3) Maintaining the Transfer Request List.

(4) Monitoring and enforcing parking space assignments. This responsibility includes administering towing procedures when needed.

(5) Providing process transparency. For transparency and auditing purposes, the Waitlist, the Parking Facility Inventory and this Parking Policy shall be made available for viewing on the Travis County intranet.

(b) Assignment Procedures. Non-Reserved Spaces shall be assigned to County employees in Waitlist Number order, which is based on hire date.

(1) Waitlist. The Parking Administrator shall establish and maintain the Waitlist.

(A) The Waitlist will include the employee number, the date of hire and the employee's Waitlist Number.

(B) The Waitlist will be available on the Travis County intranet.

(C) Each employee who has a Travis County email account and whose name has been added to the Waitlist will receive an email notification indicating the employee's Waitlist Number at least annually.

(2) Waitlist Number. Each employee on the Waitlist will be given a Waitlist Number.

(A) The date of hire of the employee will serve as the effective date of that employee's entry onto the Waitlist.

(B) In the event multiple employees are hired on a given date, the names of the employees shall be entered on the Waitlist in order of employee number (from lowest to highest), as designated by the Travis County Auditor's Office.

(C) When an employee receives an assigned parking space, that employee's name will be removed from the Waitlist and the next employee on the Waitlist will move up.

(D) Within five (5) days of termination/expiration of a lease or license for use of parking spaces in third-party facilities in which an employee has been assigned a parking space, the Parking Administrator shall place the names of affected employees back on the Waitlist, in the order described above (hire date, then employee number).

(E) Within five (5) days of receiving the semi-monthly report from the Auditor's Office detailing personnel changes, the Parking Administrator shall make the necessary adjustments to the Waitlist.

(3) Assignment List. The Parking Administrator shall keep a written record of spaces assigned, employees assigned to the spaces, the numerical order of space assignments, and the date on which the assignment was made.

(4) Special Requests. Employees may submit any special requests (e.g. medical need, car pool, specific lot or garage level, etc.) that the employee wishes the Parking Administrator to consider when that employee is assigned a parking space. The Parking Administrator, in his or her discretion, may consider or refuse to consider such special requests.

(5) Exceptions. Spaces will be assigned by the Parking Administrator in order as listed on the Waitlist, with only the following exceptions, in order of priority:

(A) Medical Need. An assignment may be made out of Waitlist serial order to accommodate an employee's need based on a permanent or long-term medical need, when satisfactory documentation of such need is presented to the Parking Administrator. The assignment shall be for the duration of the medical need. The Parking Administrator shall have discretion to make assignments out of Waitlist serial order for medical reasons.

(B) Carpool. An assignment may be made out of Waitlist serial order to accommodate a request for a Carpool space.

(i) Documentation of members of the Carpool must be presented to the Parking Administrator as a precondition to receiving a Carpool assignment.

(ii) It shall be the duty of the Parking Administrator from time to time to verify that each assigned Carpool space is still being used by a Carpool of two (2) or more County employees. The assignment of a Carpool space will be revoked if the Carpool ceases to exist and the space will be reassigned to the employee listed next in order on the Waitlist.

(iii) Once one of the members of the Carpool is assigned an individual parking space, the remaining member of the Carpool shall have ten (10) days to replace that member with another County employee; if no replacement is found within the time required, the Carpool space will be reassigned.

(iv) In the event Travis County receives a grant intended to encourage use of carpooling as a means of transportation, such funds shall be used, to the extent permitted by the Carpool grant terms and conditions and any other applicable laws, to support and advance the goals and purposes set forth in this policy.

(C) Move *to* Specified Position. When an employee on the Waitlist becomes eligible to receive a Specified Position Space or a Specified Position Zone listed in 11.013, that employee must, as of the effective date of the eligibility, immediately begin to use the Specified Position Space or Specified Position Zone specially designated for that position.

(i) That employee's name shall be removed from the Waitlist and the Waitlist order will be accordingly adjusted.

(ii) If the employee appointed to a Specified Position has already received, and is using, an assigned space or zone, the employee shall, effective as of the date of appointment, immediately begin to use the Specified Position Space or Specified Position Zone and cease using the previously assigned space or zone, which shall be reassigned in serial order of the Waitlist.

(D) Move *from* Specified Position. When an employee moves from a Specified Position listed in 11.013, that employee will be placed on the Waitlist in the order specified in 11.008(b).

11.009 Transferring Non-Reserved Spaces

(a) Transferring Spaces. Employees who have been assigned a Non-Reserved Space may request a transfer of their assigned parking space to an available Non-Reserved Space by contacting the Parking Administrator to have their name added to the Transfer Request List. Transfer requests will be granted for the purpose of transferring an assigned space in a remotely located County Parking Facility to a location in closer proximity to the employee's worksite.

(1) Transfer requests will be granted in priority order based on, first, the date of submission of the transfer request and, second, the distance (greatest to least) between the employee's worksite and the County Parking Facility in which the employee's assigned space is located.

(2) If multiple employees request transfers on the same date, and the distance between those employees' worksites and the County Parking Facilities in which their assigned spaces are located is equal, then the transfer requests shall be granted in order of, first, hire date, and, second, employee number (from lowest to highest).

(b) Shift Changes. Notwithstanding the prohibition against subleasing or trading parking spaces, the Parking Administrator is authorized to work with various Travis County departments, including the Sheriff's Office and the Community Supervision and Corrections Department, to accommodate shift changes and work-site transfers for employees of those departments, and may reassign parking spaces from time to time accordingly.

11.010 Parking Committee

(a) Purpose. The Parking Committee shall have as its primary purpose the final resolution, in an expeditious and fair manner, of conflicts and disputes related to County-provided parking spaces and/or arising out of this Parking Policy.

(b) Responsibilities. The Parking Committee shall:

(1) Assist. Assist the Parking Administrator in overseeing the implementation, management and enforcement of this Parking Policy.

(2) Evaluate. At least once annually, assess and evaluate the quality of the Parking Administrator's performance of his/her obligations as set forth in this Parking Policy.

(3) Research. Continue to research and monitor alternative transportation modes that are or may become available to County employees and to present such alternatives to the Commissioners Court at least once every two years.

(4) Audit. At least once annually, perform a comprehensive audit (including a written report and any other appropriate documentation)

evaluating the extent to which the purposes of this Parking Policy as described in 11.001 have been achieved.

(5) Recommend. On an as-needed basis, recommend modifications to this Parking Policy and/or adoption of supplementary County transportation policies.

(c) Complaints. The Parking Committee shall also receive, maintain and act on complaints and appeals received from County employees relating to Parking Policy matters, including without limitation those matters described in 11.011.

(d) Composition and Selection.

(1) Membership. The Parking Committee shall consist of seven (7) members, all of whom shall be full-time County employees. At least two (2) members of the committee should be on the Waitlist and at least two (2) members should use alternate methods of transportation regularly. For each grievance, at least three (3) members will be selected to serve.

(2) Excluded. The following positions or departments are excluded from membership eligibility:

(A) elected or appointed officials;

(B) immediate staff to the Commissioners Court;

(C) the Parking Administrator; and

(D) immediate staff to the County Executive who supervises the Parking Administrator.

(3) Selection. Parking Committee members shall be selected by Commissioners Court.

(4) Term. Parking Committee members shall commit to serve a two-year term.

11.011 Complaints and Appeals.

(a) Written Complaint. When an employee believes that the Parking Administrator has erred in the assignment of a parking space according to this Parking Policy, or has otherwise failed to manage the County Parking Facilities and/or to enforce this Parking Policy in a prompt, fair and conclusive manner, the employee shall present the complaint in writing to the Parking Committee.

(b) Review by Committee. The Parking Committee shall review the parking assignment, or other Parking Policy matter that is the subject of the complaint, for conformance with this Travis County Parking Policy and shall either affirm or modify the Parking Administrator's decision or render a new decision on that basis.

(c) Appeal to Commissioners Court. Employees may appeal the Parking Committee's decision to the Commissioners Court by notifying the Commissioners Court in writing of their intent to appeal and by requesting that the matter be placed on the Commissioners Court agenda. During the next practicable Voting Session of the Commissioners Court, the Commissioners Court shall consider the appeal and make a final decision on the parking assignment or other Parking Policy matter that is the subject of the complaint.

11.012 Inventory of Downtown County Parking Facilities

Lot or Garage	Status	Stall Count
10 Guadalupe Lot, SE corner of 10th and Guadalupe Sts	Owned	68
12 Guadalupe Lot, 1250 Guadalupe St	Leased	5
13 Guadalupe Lot, 304 W. 13th St	Leased	10
700 Lavaca Garage, 316 W. 8th St	Owned	673
812 San Antonio Garage, 812 San Antonio St	Leased	60
9 Lavaca Garage, 901 Lavaca St	Leased	60
910 Lavaca Lot (Rusk), 910 Lavaca St	Owned	22
Courthouse Lot (Front), 1000 Guadalupe St	Owned	20
Executive Office Building (EOB) Garage, 411 W. 13th St	Owned	121
Grand Jury Lot (on 11th Street), 1000 Guadalupe St	Owned	12
San Antonio Garage, 910 San Antonio St	Owned	381
Granger Garage, 323 W. 12th St	Owned	391
Texas Association of Counties (TAC) Garage, 1210 San Antonio St	Leased	25
Under Annex Lot, 505 W. 11th St	Owned	19
University Savings Building (USB) Lot, 1010	Owned	134

Lavaca St		
Total Spaces		**2,001**

11.013 Specified Positions

(a) Assigned. In an assigned system, the following positions are defined as Specified Positions.

(1) Elected Officials receive two spaces, one for the Elected Official, plus one for the Assistant Director (or equivalent).

(2) County Executives receive two spaces, one for the County Executive, plus one for the Assistant Director (or equivalent).

(3) Courts receive three spaces each, one space each for the judge, court reporter, and Bailiff/Court Operations Officer.

(b) Zoned. In a zoned system, the following positions are defined as Specified Positions.

(1) Each Elected Officials receives one space.

(2) Each County Executive receives one space.

(3) Each Judge receives one space.

Appendix C: Chapter 10 Sections to Repeal Regarding Parking

Chapter 10. Travis County Personnel Benefits Guidelines and Procedures Manual[1]

Parking 1

10.068 Purpose 1
10.069 Parking Inventory 1
10.070 Parking Assignment 3

Parking

10.068 Purpose

(a) The Travis County Commissioners Court seeks to allocate scarce parking resources available to the county, its employees, and the public, in the most efficient and effective manner possible.

(b) The parking facilities available to the county, its employees, and citizens visiting county facilities are of three types:

(1) Short term street parking is available to members of the public who require convenient parking for short periods of time.

(2) Long term parking, on a permanent basis, is reserved for the county and county employees' vehicles which require all day parking, and for members of the public, such as the media or grand jurors.

(3) Public parking and park and ride services are provided through the capital metropolitan transportation authority. The parking facilities are available to county employees who work in the Palmer Auditorium area, to those employees who have applied for, but have not received, an assigned parking space, and for those members of the public, such as petit jurors, who need long term parking on a temporary basis.

10.069 Parking Inventory

(a) The director of General Services shall establish a complete inventory of county-owned parking facilities and shall be responsible for striping, signage, and maintenance of the facilities. General services will update the inventory,

[1] Chapter 10 was adopted March 28, 1995, Item 3. Amendments added through 8/5/2008.

indicating when parking spaces become vacant and when they are assigned. Parking facilities available to the county shall be allocated as follows:

(1) Spaces shall be reserved in the downtown area for the classes of non-employee public uses:

(a) The first floor of the county's San Antonio parking garage is hereby designated for free use by members of the public conducting business with the county.

(b) Grand juror parking will be reserved on the first floor of the county's Stokes (TCAB) garage during the normal meeting times of the grand jury, from 12:00 noon to 5:00 pm Monday through Thursday.

(c) Visiting judges (2 spaces) 1st floor Stokes garage

(d) Citizen volunteers (3 spaces in each of the downtown parking facilities).

(e) General services will provide delivery areas to serve county buildings, be either designating places on county property or by working with the city of Austin for establishment of delivery zones on city streets.

(f) Special parking for disabled citizens (not county employees) Will be provided on city streets, convenient to county buildings. The General Services department shall seek the appropriate city of Austin designation of such spaces to insure sufficient number and convenient location of such enforceable "disabled only" parking spaces.

(2) Spaces shall be reserved for county vehicles.

(3) Spaces shall be reserved for individuals holding key positions with the county at a parking facility in closest proximity to the place of work. These parking spaces are assigned to the county position and are not assigned to the individual person.

(4) Spaces shall be assigned to all other county employees on a first come, first served basis, as provided in section 3. Parking spaces provided to employees by the county are for the sole use of the employee and may not be subleased or traded, except through authorized procedures. "subleasing" or substituting parking spaces without authorization from General Services may result in-forfeiture of an assigned parking space.

(b) To ensure the equitable assignment of county-provided employee parking spaces, a waiting list shall be kept of employees who have applied for, but

have not been assigned, a county-provided space. Those employees on the waiting list shall be offered capital metro park and ride passes from General Services, without cost to the employee.

(c) Where there is free public parking within a convenient distance of the county employees' place of work, county employees will be expected to make use of the free facilities and will not receive capital metro passes.

10.070 Parking Assignment

(a) The director of General Services shall manage the assignment of spaces and shall monitor and enforce space assignments.

(b) The General Services department shall assign parking spaces for public uses, county-owned, and private vehicles of key personnel, as indicated in section 2.

(c) The Commissioners Court acknowledges that initial reassignment of currently assigned spaces may be necessary to achieve the most rational and equitable allocation of parking spaces.

(d) First come, first served

(1) General services shall establish a ledger listing each employee who has requested an assigned parking space.

(2) Each listing on such ledger will be serially numbered and the date and time of receipt of the employee's request noted. Each employee will receive a receipt indicating their request order number.

(3) The request for an assigned space will note any special requests (e.g. Medical need, car pool, specific lot or garage space, etc.).

(4) Spaces will be assigned by General Services in order as listed on the request ledger, with only the following exceptions, in order of priority:

(a) An assignment may be made out of serial order to accommodate an employee's need based on a permanent or long term medical need, when satisfactory documentation of such need is presented to the director of General Services.

(b) An assignment may be made out of serial order to accommodate a transfer of an employee from one parking space to another, who has previously requested such a transfer. A separate ledger will be maintained for transfer requests.

(c) An assignment may be made out of serial order to accommodate a request for a car pool space of three or more county employees. Documentation of members of the car pool

must be presented to the director of General Services prior to such assignment. It shall be the duty of the General Services department from time to time to verify that such parking space is still being used by a car pool of 3 or more employees. The assignment of such a parking space will be revoked if the car pool ceases to exist and the space will be assigned in order to the next request on the request ledger. The director of General Services shall work with Capital Metro to develop a specialized park and ride program for county employees.

(5) General services shall send immediate notice to the next employee in serial order on the request ledger when one of the above exceptions is to be exercised so the employee may appeal such assignment, if desired.

(6) Notwithstanding the prohibition against subleasing or trading parking spaces as provided in section 2, the director of General Services is authorized to work with the sheriff and the director of adult probation to accommodate shift changes and work site transfers.

(7) When a space is assigned, the request ledger will be marked to show the numerical order of assignment and the date on which the assignment was made.

(8) It shall be the responsibility of the Human Resources Management Department to inform new county employees of the parking rules. The Human Resources Management Department shall also provide General Services, on a weekly basis, a report of employee transfers and terminations so that the request ledger can be updated.

(e) Park and ride services

(1) When an employee does not have access to convenient free public parking and has applied for, but has not been assigned, a county-provided space, the General Services department shall provide the employee with free tokens for use of the capital metropolitan authority's park and ride service.

(2) The General Services department shall also make available to employees using the park and ride service up-to-date park and ride scheduling information.

(f) Complaints and appeals

(1) When an employee believes that General Services has erred in the assignment of a parking space, according to the rules, the employee shall present the complaint in writing to the director of General Services.

(2) The director shall review the parking assignment for conformance with adopted parking policies and procedures and shall render his decision on that basis.

(3) Employees may appeal the director's final decision to the Commissioners Court by so requesting, in writing, to the director. The director shall request that the matter be entered on the Commissioners Court agenda for the next practicable session of the court. The court shall consider the appeal and make the final decision on the parking assignment.

(g) Control of parking area

(1) Personal and county vehicles will be parked only in assigned spaces.

(2) Employees will be responsible for reporting to General Services any change in employee vehicle or vehicle license number.

(3) Control of the parking lots will be based on a "complaint" system. If an employee finds an unauthorized vehicle parked in the employee's space, the employee must contact General Services, which will take appropriate action to remove the vehicle. General services will make an effort to find the driver of the unauthorized vehicle, up to one half hour after notification of the complaints, to ask the driver to voluntarily move his vehicle. In the event that conditions exist, that in the opinion of General Services do not permit a search for the driver of the offending vehicle, then immediate action may be taken by General Services to remove the vehicle.

(4) General services will be authorized to place warning tickets on vehicles that are parked in a county parking lot without proper authorization.

(5) Unauthorized vehicles parked in a county parking space and abandoned vehicles will be subject to impoundment at the owner's expense.

Appendix D: Analysis of Existing Specified Positions

§ 11.013	Specified Positions	Proposed using Assigned system	Original Policy	Gap	Justification
Office	**Position**	**No. of Reserved Spaces**	**No. of Reserved Spaces**		
County Judge					
	County Judge	1	1		
	Executive Assistant	1	2	-1	Treats all downtown Elected Officials equally
Commissioner, Precinct One					
	Commissioner	1	1		
	Executive Assistant	1	1		
Commissioner, Precinct Two					
	Commissioner	1	1		
	Executive Assistant	1	1		
Commissioner, Precinct Three					
	Commissioner	1	1		
	Executive Assistant	1	1		
Commissioner, Precinct Four					
	Commissioner	1	1		
	Executive Assistant	1	1		
County Auditor					
	Auditor	1	1		
	First Assistant	1	1		
County Treasurer					
	Treasurer	1	1		
	First Assistant	1	0	1	Treats all downtown Elected Officials equally
County Attorney					
	County Attorney	1	1		
	First Assistant	1	1		
County Clerk					
	County Clerk	0	1	-1	No longer offices downtown
	Chief Deputy	0	1	-1	No longer offices downtown
Administrative Operations					
	County Executive	1	1		
	Assistant Director	1	1		
	Director, Human Resources Management	0	2	-2	Treats all downtown Dept. heads equally
	Director, Records Management & Communications Resources	0	0		
	Director, Facilities Management	0	2	-2	Treats all downtown Dept. heads equally
	Director, Risk Management	0	1	-1	Treats all downtown Dept. heads equally
Information Technology Services					
	County Executive	1	1		
	Assistant Director	1	1		
Community Supervision & Corrections					
	Director	0	1	-1	Treats all downtown Dept. heads equally
	Supervisor and Corrections	0	10	-10	Treats all downtown Dept. heads equally
Constable, Precinct Five					
	Constable	1	1		
	Chief Deputy	1	1		
Criminal Justice Planning					
	County Executive	0	0	0	New County Executive; does not office downtown
	Assistant Director	0	0	0	New County Executive; does not office downtown
District Attorney					

Appendix D: Analysis of Existing Specified Positions

§ 11.013	Specified Positions	Proposed using Assigned system	Original Policy	Gap	Justification
Office	**Position**	**No. of Reserved Spaces**	**No. of Reserved Spaces**		
	District Attorney	1	1		
	First Assistant	1	1		
District Clerk					
	District Clerk	1	1		
	Chief Deputy	1	1		
Domestic Relations					
	Director	0	1	-1	Treats all downtown Dept. heads equally
Emergency Services					
	County Executive	0	1	-1	No longer offices downtown
	Chief Helicopter Pilot	0	1	-1	No longer offices downtown
	Medical Examiner	0	1	-1	No longer offices downtown
	Administrative Assistant	0	1	-1	No longer offices downtown
	County Vehicle (1)	0	1	-1	No longer offices downtown
Health, Human Services & Veterans Services					
	County Executive	0	1	-1	No longer offices downtown
	Assistant Director	0	1	-1	No longer offices downtown
	Veterans Services	0	1	-1	No longer offices downtown
Intergovernmental Relations Coordinator		0	0	0	New position; treats as downtown Dept. head
Planning and Budget					
	County Executive	1	1		
	Budget Manager	1	1		
Pre-Trial Services					
	Director	0	1	-1	Treats all downtown Dept. heads equally
	Assistant Director	0	1	-1	Treats all downtown Dept. heads equally
Purchasing					
	Purchasing Agent	1	1		
	Assistant Purchasing Agent	1	1		
Sheriff					
	Sheriff	0	1	-1	No longer offices downtown
	Chief Deputy	0	1	-1	No longer offices downtown
Tax Assessor/Collector					
	Tax Assessor/Collector	0	1	-1	No longer offices downtown
	Chief Deputy	0	1	-1	No longer offices downtown
Transportation & Natural Resources					
	County Executive	1	1		
	Assistant Director	1	2	-1	Treats all downtown County Executives equally
	Visitors	0	3	-3	Treats all downtown County Executives equally
	County Environmental Officer	0	1	-1	Treats all downtown County Executives equally
Justice of the Peace, Precinct Five					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	1		
	Court Reporter	1	0	1	Treats all Courts equally
Justice of the Peace, Precincts 1,2,3		0	6	-6	Does not office downtown
District Court Administration					
	Court Administrator	0	1	-1	Replaced by allotting administrators within each Court
	Court Coordinator IIs	0	7	-7	Replaced by allotting administrators within each Court
	District Court Masters	0	2	-2	Replaced by allotting administrators within each Court
	Jury Coordinator	0	1	-1	Replaced by allotting administrators within each Court

§ 11.013	Specified Positions	*Proposed using Assigned system*	*Original Policy*	*Gap*	*Justification*
Office	**Position**	**No. of Reserved Spaces**	**No. of Reserved Spaces**		
County Court-at-Law Administration					
	Deputy Court Administrator	0	1	-1	Replaced by allotting administrators within each Court
	Court Coordinator IIs	0	4	-4	Replaced by allotting administrators within each Court
Civil District 53rd Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 98th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 126th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 200th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 201st Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 250th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 261st Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 345th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 353rd Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Civil District 419th Court					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Associate Judge 1, Civil Courts		1	0	1	New Position
Associate Judge 2, Civil Courts		1	0	1	New Position
Associate Judge 3, Civil Courts		1	0	1	New Position
Court-At-Law, Civil Court #1					
	Judge	1	1		

Appendix D: Analysis of Existing Specified Positions

§ 11.013	Specified Positions	Proposed using Assigned system	Original Policy	Gap	Justification
Office	Position	No. of Reserved Spaces	No. of Reserved Spaces		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Court-At-Law, Civil Court #2					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Probate Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Associate Judge, Probate Court		1	0	1	New Position
Criminal District 147th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Criminal District 167th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Criminal District 299th Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Criminal District 331st Court					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Criminal District 390th Court					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Criminal District 403rd Court					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Criminal District 427th Court					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Court-At-Law, Criminal Court #3					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Court-At-Law, Criminal Court #4					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Court-At-Law, Criminal Court #5					

§ 11.013	Specified Positions	*Proposed using Assigned system*	*Original Policy*	*Gap*	*Justification*
Office	**Position**	**No. of Reserved Spaces**	**No. of Reserved Spaces**		
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Court-At-Law, Criminal Court #6					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Court-At-Law, Criminal Court #7					
	Judge	1	1		
	Bailiff/Court Operations Officer	1	0	1	Replaces separate Court Administration
	Court Reporter	1	0	1	Replaces separate Court Administration
Court-At-Law, Criminal Court #8					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Magistrate Criminal Court					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Drug Court					
	Judge	1	0	1	New Court
	Bailiff/Court Operations Officer	1	0	1	New Court
	Court Reporter	1	0	1	New Court
Public/Grand Jury		0	12	-12	Separated public parking from Grand Jury parking; 23 spaces reserved in 11.007(a)(1)&(2)
Visiting Judges		0	2	-2	Increased number to 5 due to new courts; spaces reserved in 11.007(a)(3)
Total Specified Positions		**123**	**128**		

SUMMARY OF POLICY CHANGES

- Reduces number of positions with reserved parking from 128 in current policy to 123 proposed in a fully assigned system. Currently, there are 288 persons with reserved parking. A detailed comparison of the policy and proposed replacement is provided in Appendix D.
- Replaces Director of General Services with the County Executive designated by the Court as responsible for administration of the policy
- Maintains spaces for the public, Grand Jury, volunteers, County vehicles, and specified positions
- Increases the number of spaces for visiting judges from 2 to 5
- Adds grievance procedure utilizing Parking Committee before final appeal to Commissioners Court
- Limits scope of policy to downtown campus and staff until parking becomes scarce at other campuses
- Grants reserved spaces to executives and officials whose primary location is the downtown campus. Assumes those from other campuses will use a County vehicle for transport to downtown where they can park at a City meter for free or in a designated County vehicle space.
- Requests Parking Administrator make available information on commuting options via the internet
- Provides method for addressing changes to inventory due to leases or purchases
- Prohibits granting vendors reserved spaces through contracts
- Prohibits revising the number or category or reserved spaces or specified positions without amending the parking policy through Court action
- Provides method of addressing employee transitions between parking facilities
- Creates permanent parking committee and outlines responsibilities

Appendix E: Summary of Policy Changes

SUMMARY OF PROPOSED POLICY CHANGES

Current		Replacement		Change
11.001	Policy	11.001 & 11.002	Purpose, Definitions	Redefined and expanded purpose section. Added definitions section.
11.002	Parking Inventory	11.003	Administration of this Policy	Replaces a specific position with the County Executive designated by the Court as being responsible for administration of the policy.
11.002(a)	County-provided Assigned Spaces	11.007	Reserved Spaces	Maintains spaces for the public, Grand Jury, volunteers, County vehicles & specified positions. Increases number of spaces reserved for visiting judges. Eliminates references to County-provided transportation.
11.003(c)	Parking Assignment Procedures	11.008(b)	Non-Reserved Spaces. Assignment Procedures	Court approved change from ledger date to hire date on Sept 21, 2010. Changes responsibility from HRMD to Auditor's for providing a report to update the waitlist.
11.003(d)	Park and Ride Services	None		Eliminates references to County-provided transportation.
11.003(e)	Complaints and Appeals	11.011	Complaints and Appeals	Adds a grievance procedure utilizing the Parking Committee before final appeal to Commissioners Court.
11.003(f)	Control of Parking Areas	11.005	Inventory and Control of Parking Facilities	Strengthened enforcement section and added parking inventory updates twice a year.
11.004	Parking Inventory	11.012	Inventory of Downtown Parking Facilities	Updated data.
11.005	List of Parking Spaces for County Vehicles	11.007(a)(5)	Reserved Spaces	Addressed by designating spaces for County vehicles.
11.006	Key Positions/Assigned Parking	11.013	Specified Positions	Reduced number of positions with reserved parking as described in Appendix D.
None		11.001(b)	Purpose	Limits the scope to the downtown campus until parking becomes scarce at other campuses.
None		11.002	Definitions	Added section to clarify terms used throughout policy.
None		11.002	Definitions, County Executive/Elected or Appointed Official	Grants reserved spaces to Executives or Officials whose primary location is the downtown campus. It assumes those from other campuses will use a County vehicle for transportation downtown where they can park at a city meter for free or in a designated County vehicle space.
None		11.004	Commuting Options	Requests Parking Administrator make available information on commuting options via the internet.
None		11.006	Additional Parking Facilities	Provides method and timeline for addressing changes to the parking inventory due to leases or purchases.
None		11.007(b)	Assignment Procedures. Restrictions	Prohibits granting vendors reserved spaces through contracts. Prohibits revising reserved spaces and specified positions without Court action to amend the parking policy.
None		11.008(b)(5)(C),(D)	Assignment Procedures. Exceptions	Provides method for addressing employee transitions in and out of specified positions.
None		11.009	Transferring non-Reserved Spaces	Provides method for addressing employee transitions between parking facilities.
None		11.010	Parking Committee	Creates permanent Parking Committee and outlines responsibilities.

Updated 1/12/12, 3:20 p.m.

Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: Don Perryman **Phone #:** 974-2786
Division Director/Manager: Anna Bowlin, Division Director, Development Services
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a plat for recording: Steiner Ranch Phase 2, Section 10, Resubdivision of Lot 1, Block C (Resubdivision final plat - 14 total lots (10 commercial lots, 2 open space lots, and 2 private joint use access lots) - 60.93 acres - Quinlan Park Road) in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:
The applicant is requesting to resubdivide an existing lot in Steiner Ranch Phase 2 Section 10 from one lot to 14 lots for commercial, open space, and private joint access uses. Water and wastewater service to be provided by Water Control Improvement District #17.

STAFF RECOMMENDATIONS:
The City of Austin Zoning and Platting Commssion approved the requested resubdivsion at their November 15, 2011 meeting without discussion. As the application meets all Title 30 requirements, the Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:
No one spoke at the public hearing conducted by the City of Austin Zoning and Platting Commission. In addition, staff has not been contacted by any individuals or groups who oppose this resubdivision request.

As part of the requirements for a plat resubdivision, a notice of public hearing sign was placed on the subject property on December 19th, 2011 announcing the date, time, and location of the public hearing (see attached photo and affidavit).

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

ATTACHMENTS/EXHIBITS:
Precinct map
Location map

Original final plat
Proposed final plat
Photo of public notice sign
Affidavit of sign posting

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

SM:AB:dp
1101 - Development Services -

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: David Wahlgren **Phone #:** 974-6455
Division Director/Manager: Anna Bowlin, Division Director Development Services
for Carl B. Joseph
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a partial vacation of Lot 1 Carriage Crossing Section Two in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
The applicant is requesting a partial vacation in order to vacate Lot 1 of Carriage Crossing, Section Two. The applicant proposes to replat this property from one current lot into three single family lots on 11.47 acres.

STAFF RECOMMENDATIONS:
As the application meets all requirements and was approved by the City of Austin, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:
Staff has not received any inquiries from anyone at the time this report was written. As part of the requirements for a vacation, a sign has been posted on the property announcing the date, time, and location of the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:
NA

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

CC:

Sarah Sumner	Planner	TNR	854-7687

: :

0101 - Administrative -

Item 4

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to vacate a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition subdivision. The easement is dedicated per plat and is schematically shown on the face of the plat. The subject lot fronts on Capital of Texas Highway (Loop 360), which is maintained by The State of Texas.

Professional engineer Alex G. Clarke has stated that:

"The aforementioned drainage easement was designed for a specific site plan, Wendy's at 360 (Travis County Development Permit #04-1710; City of Austin Site Development Permit #SPC-03-0026C), which was never constructed. We are currently seeking a site development permit for Loop 360 Climatized Self Storage (Travis County Development Permit #11-1897; City of Austin Site Development Permit #SPC-2011-0190C). This site requires a differently shaped drainage easement of 1.003 acres, which we are offering for recordation in exchange for the release of the existing drainage easement. The vacating of this drainage easement and the proposed drainage easement that will replace it will not cause any adverse affects to any of the surrounding property."

After review of the submitted request and recommendation, Travis County engineer Don Grigsby has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

As of this memo staff has not received any inquiries in regards to this vacation request. The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

ISSUES AND OPPORTUNITIES:

The original plan for this site was Wendy's at 360 (Permit #04-1710). The current 0.658 acre drainage easement was to service that particular plan. However, the Wendy's was never built. A new site plan (Permit #11-1897) has since been submitted. This new site plan, according to the request letter, requires a differently shaped drainage easement. Vacating the current drainage easement and re-dedicating it in a new configuration will allow the property owners to move forward with the permit process.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request Letter
Easement Dedication and Survey
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
Don Grigsby DG	Engineer	Development Services	854-7560

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Schmidt Addition

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Yolanda Reyes, (512)854-9106
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. 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: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leroy Nellis – Planning and Budget Office, (512) 854-9106
Jessica Rio – Planning and Budget Office, (512) 854-9106
Cheryl Aker – County Judge's Office, (512) 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS
FY 2012

1/17/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		$ 5,500	1
		001	1405	525	4007	Facilities	Consulting	$ 5,500		
A3		001	9800	981	9892	Reserves	Allocated Reserves		$ 3,089	3
		076	4913	631	4007	TNR	Consulting	$ 3,089		

OTHER

O1	Special Project Teporary Employee for the Tax Office	5

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

RECEIVED
12 JAN -6 PM 1:42
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

MEMORANDUM

Project No: Palm - General
File: 102

TO: Leroy Nellis, Acting County Executive, Planning and Budget Office

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

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

DATE: January 5, 2012

SUBJECT: Funding Issue – Palm Square Appraisal Fee

Facilities Management Department (FMD) requests your support in posting an item in Commissioners Court to approve transfer of $5,500 from Allocated Reserves. This action is required to allow for a procurement of a property appraisal for the Palm Square site. FMD has been given direction to obtain a current appraisal. Automated budget adjustment #30805 has been loaded in the system for this action to transfer funding into line item 001-1405-525-4007 for execution.

Please direct any questions on this request to Roger A. El Khoury, M.S., P.E., at 44579 or John Carr at 44772.

PBO concurs.
1-6-12
1-11-12

COPY TO:
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Diana Ramirez, PBO

Budget Adjustment: 30805

Fyr _ Budget Type: 2012-Reg	Author: 14 - DRAPER, AMY	Created: 1/5/2012 2:04:07 PM
PBO Category: Amendment	Court Date: Tuesday, Jan 17 2012	Dept: RESERVES
Just: Other	Transfer from Allocated Reserve to cover property appraisal at Palm Square site	

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,500
				5,500

To Account		Project	Amount
001-1405-525-4007	CONSULTING		5,500
			5,500

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	1/5/2012 2:04:13 PM
DepOffice	14	AMY DRAPER	1/5/2012 2:04:14 PM
DepOfficeTo	14	AMY DRAPER	1/5/2012 2:04:17 PM

1/6/12 - DA Rapie

Margaret Ellis 1-11-12

2

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst

DATE: January 6, 2012

SUBJECT: TNR Lake Travis Economic Study Budget Amendment Request

Transportation and Natural Resources (TNR) is requesting a budget amendment of $3,089 from the General Fund Allocated Reserve (001-9800-981-9892) to the Professional Services Consulting line-item (076-4913-631-4007) to complete the budget related to the recent Lake Travis Economic Study. This appropriation is correcting an omission in the FY 12 Adopted Budget Process. The funds in this request do exist in the Lake Travis Economic Study Fund, however to budget for remaining costs during FY 12 it is necessary to use the General Fund Allocated Reserve appropriation on an interim basis. This appropriation will not impact the future FY 13 budget process, since as a practical matter it will be possible to include this amount back into the FY 13 revenue certification for use in that year.

PBO recommends approval of this budget amendment. If you have any questions, please call me at 4-4741.

Cc: Steve Manilla, P.E., County Executive, TNR
Carol Joseph, Assistant Director, TNR
Cynthia McDonald, Financial Manager, TNR
Christine Jensen, Senior Financial Analyst, TNR
Leroy Nellis, Acting County Executive, PBO

Budget Adjustment: 30837

Fyr _ Budget Type: 2012-Reg	Author: 49 - CROSBIE, SYDNIA	Created: 1/9/2012 3:54:20 PM
PBO Category: Amendment	Court Date: Tuesday, Jan 17 2012	Dept: RESERVES
Just: Other	Correcting an omission in FY12 Adopted budget process for Lake Travis Economic Study; the funds exist in the fund and will be certified for use in FY13.	

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			3,089
				3,089

To Account		Project	Amount
076-4913-631-4007	CONSULTING		3,089
			3,089

Approvals	Dept	Approved By	Date Approved
Originator	49	SYDNIA CROSBIE	1/9/2012 3:54:28 PM
DepOffice	49	CYNTHIA MCDONALD	1/10/2012 10:41:47 AM
DepOfficeTo	49	CYNTHIA MCDONALD	1/10/2012 10:41:54 AM

1-10-12

1-11-12

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: Aerin-Renee Toussaint, Budget Analyst

DATE: January 10, 2012

RE: Special Project Temporary Employee, Dept 08 (Tax Office)

On December 27, 2011, the Commissioners Court appointed Tina Morton as the interim Tax Assessor-Collector until a new one is elected in November 2012 and takes office in January 2013. The vacancy in the Public Information and Training Division created by her move is being handled mainly by internal backfills; however, her appointment has left a vacancy for the interim.

The Tax Office desires to offer a temporary position (with full benefits) to a former employee, to fill this position for the duration of the transition period.

PBO, HRMD, and the Tax Office have had discussions about this process and agree that a one-year Special Project Temporary slot would allow the Tax Office to provide the same level of service until the transition to a newly elected Tax Assessor-Collector is complete.

This Special Project Temporary slot will be compensated at $15.5507 per hour (including benefits) and will be internally funded from temporary salary savings. The position will have an end date of 12/31/2012.

PBO supports this action because the individual is already familiar with the work and will be valuable to the Department during the next year. It is important that they employ a trained employee during this transition year, and this individual seems to be the best fit for the Department's needs.

cc: Leroy Nellis, Jessica Rio, PBO
Tina Morton, Acting Tax Assessor-Collector
Renea Deckard, Kitten Pfertner, Tax Office
Todd Osburn, HRMD

Updated 1/12/12, 3:20 p.m.

Tina Morton
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Blvd.
AUSTIN, TX 78751
(512) 854-9473

Date: **January 4, 2012**

To: **Diana Ramirez', Planning & Budget Analyst**

From: **Renea Deckard, Associate Deputy**

Subject: **Temporary Special Project Slot**

As suggested during our discussion last week, our office spoke to Todd Osburn with Human Resource Management Division (HRMD) regarding the possibility of creating a 'Temporary Project' slot. HRMD and the Tax Office both agree that creating the 'Temporary Project' slot is best way to proceed in backfilling our vacancy. The slot should be a pay grade 14 at the minimum level paying $15.5507 per hour with benefits. Therefore, it is our request that Planning and Budget proceed by asking the Commissioner's court to create this new temporary slot. This slot will be internally funded and will be needed while Tina Morton serves as the interim Tax Assessor Collector.

6

Updated 1/12/12, 3:20 p.m.

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

Amount	Dept Transferred Into	Date	Explanation
$15,196,426			Beginning Balance
($354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
($3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
($3,559)	Records Mngt.	10/18/11	ACC Internship Program
($650)	Comm. Pct. 3	10/18/11	Office Supplies
($1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
$37,432	Various	10/26/2011	Cancelled Purchase Orders
($41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
($41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
$24,673	Various	11/7/11	Cancelled Purchase Orders
($57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new accting sys.
($5,000)	General Admin.	11/22/2011	Redistricting Services
($299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
($1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
($70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
$30,927	Various	12/8/11	Cancelled Purchase Orders
($34,620)	TNR	12/16/11	FTE Monitor Nonpotable Water
$11,865	Various	12/16/11	Cancelled Purchase Orders
($25,000)	TNR	12/22/2011	Envision Central Texas
($30,000)	County Attorney	12/22/11	Redistricting Outside Counsel
($45,640)	Criminal Courts	12/27/2011	Continue Veterans Court Program
($10,000)	TNR	12/28/11	Clean Air Force
$13,029,746	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($750,000)	TNR - Landfill
($300,000)	Criminal Courts - Possible Capital Cases
($208,000)	RMCR - Offsite Storage
($200,000)	HRMD - Revised Tuition Reimbursement Policy
($175,000)	PBO - Bank Depository Contract
($149,135)	County Clerk - Redistricting effects on Elections
($100,000)	RMCR - Postage
($55,208)	TNR - TXI Environmental Monitoring
($18,767)	HRMD - ACC Internship Program
($20,000)	Emergency Services - HazMat Reserve
($347,012)	Criminal Courts - Drug Court, Veterans Court Grants
($193,169)	Civil Courts - Family Drug Court Grant
($45,000)	HHS&VS - Coordinator Position - SafeHaven/SafePlace
($137,421)	TNR - Northeast Metro Park - Phase III
($12,500)	TNR - Ozone Monitoring at McKinney Roughs
($294,139)	TCSO - 700 Lavaca Security
($5,941,788)	Compensation
($8,947,139)	**Total Possible Future Expenses (Earmarks)**
$4,082,607	***Remaining Allocated Reserve Balance After Possible Future Expenditures***

7

Updated 1/12/12, 3:20 p.m.

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

Amount	Dept Transferred Into	Date	Explanation
$1,433,446			Beginning Balance
($90,000)	TNR	12/13/11	Guardrail Improvements
$1,343,446	**Current Reserve Balance**		

Possible Future Expenses Against CAR Identified During the FY12 Budget Process:

Amount	Explanation
($365,000)	TNR - International Cemetery
($330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
($48,505)	TCSO - Security
($90,000)	TNR - New Guardrail Installations
($80,000)	RMCR - A/V Equipment for 700 Lavaca Street
($38,500)	TNR - Northeast Metro Park - Phase III
($952,005)	**Total Possible Future Expenses (Earmarks)**

$391,441 Remaining CAR Balance After Possible Future Expenditures

Salary Savings Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
$330,703			Beginning Balance
$330,703	**Current Reserve Balance**		

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
$4,000,000			Beginning Balance
($425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
($65,000)	CJP	1/19/2012	Legal Services Contract
$3,510,000	**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**		

9

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

Amount	Dept Transferred Into	Date	Explanation
$60,250			Beginning Balance
$60,250	**Current Reserve Balance**		

IJS/FACTS Reserve Status (001-9800-981-9840)

Amount	Dept Transferred Into	Date	Explanation
$4,700,000			Beginning Balance
$4,700,000	**Current Reserve Balance**		

Transition Reserve Status (001-9800-981-9841)

Amount	Dept Transferred Into	Date	Explanation
$750,000			Beginning Balance
$750,000	**Current Reserve Balance**		

Reserve for State Cuts Status (001-9800-981-9842)

Amount	Dept Transferred Into	Date	Explanation
$300,000			Beginning Balance
***$300,000**	**Current Reserve Balance**		

Starflight Maintenance Reserve Status (001-9800-981-9843)

Amount	Dept Transferred Into	Date	Explanation
$640,000			Beginning Balance
($245,000)	EMS	11/15/11	Rescue Hoist
$395,000	**Current Reserve Balance**		

TCSO Overtime Reserve Status (001-9800-981-9844)

Amount	Dept Transferred Into	Date	Explanation
$1,500,000			Beginning Balance
$1,500,000	**Current Reserve Balance**		

*** Reserved for MHMR**

Updated 1/12/12, 3:20 p.m.

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
$1,043,855			Beginning Balance
$1,043,855	**Current Reserve Balance**		

11

Updated 1/12/12, 3:20 p.m.

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

Amount	Dept Transferred Into	Date	Explanation
$51,367,824			Beginning Balance
($27,695,392)	TNR	11/22/11	Park Land, Vehicles and Rd.Impvts.
($5,886,705)	Facilities	11/22/11	700 Lavaca, 1st and 2nd floor Renovations
$17,785,727	**Current Reserve Balance**		

12

Travis County Commissioners Court Agenda Request

Meeting Date: 01/17/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Travis R. Gatlin, Planning and Budget Office, 854-9346
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive Planning and Budget
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

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

A. New application to Texas Parks and Wildlife Department to receive resources from the United States Fish and Wildlife Service to acquire lands for the Balcones Canyonlands Preserve managed by Transportation and Natural Resources. Required matching funds are available in the reserve of the Balcones Canyonlands Preservation Fund; and

B. Agreement with Texas Commission on Environmental Quality to continue the Low-Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program (LIRAP) managed by Transportation and Natural Resources.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new application to the Texas Parks and Wildlife Department for Transporation and Natural Resources to received federal resources to purchase a 61 acre tract for the Balcones Canyonland Preserve (BCP). If awarded, the grant requires a $3.2 million contribution from the County and resources within the reserve for the Balcones Canyonlands Preservation Fund are available for this purpose. Item B is the agreement to continue the Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program in Transportation and Natural Resources.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A requires a $3.2 million contribution from the County if the grant is awarded. Funding is available for this purpose within the Balcones Canyonlands Preservation Fund. Item B does not require a contribution from the County.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leroy Nellis
County Judge's Office	Cheryl Aker

TRAVIS COUNTY

1/17/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

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

	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Applications												
A	49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	$4,834,800	$0	$3,223,200	$0	$8,058,000	-	R	S	8
B	49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	$175,000	$0	$0	$0	$175,000	-	R	S	24

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

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload
S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex

Updated 1/12/12, 3:20 p.m.

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Formula Grant - Indigent Defense Grant Program	10/01/2011-9/30/2012	TBD	$0	$0	$0	TBD	-	10/18/2011
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	$77,502	$0	$25,834	$0	$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	$129,793	$0	$43,624	$0	$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	$500,000	$0	$166,667	$0	$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	$298,671	$0	$437,941	$73,677	$810,289	28	11/1/2011
37	Travis County Sheriff's Office Response Equipment (ARRA)	12/1/2011-5/31/2012	$100,000	$0	$0	$0	$100,000	-	12/13/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	$7,500	$0	$7,500	$0	$15,000	0	12/27/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	$40,000	$0	$0	$0	$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	$8,000	$0	$0	$0	$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	$30,000	$0	$0	$0	$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	$30,000	$0	$0	$0	$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	$40,000	$0	$0	$0	$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	$33,500	$0	$0	$0	$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	$8,000	$0	$0	$0	$8,000	-	1/10/2012
			$1,302,966	$0	$681,566	$73,677	$2,058,209	28.00	

**Amended from original agreement.*

2

Updated 1/12/12, 3:20 p.m.

FY 2012 Grant Summary Report
Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	$132,702	$0	$0	$0	$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	$155,000	$0	$0	$0	$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	$119,185	$0	$0	$0	$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	$231,620	$0	$0	$0	$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	$1,650,140	$0	$0	$155,101	$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	$464,733	$99,779	$0	$0	$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	$5,519,883	$0	$0	$0	$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	$15,000	$0	$0	$0	$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	$188,422	$0	$19,132	$0	$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	$500	$0	$0	$0	$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	$21,000	$0	$0	$0	$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	$39,907	$0	$0	$0	$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	$550,000	$0	$28,012	$155,321	$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	$78,753	$78,753	$0	$0	$157,506	3.00	11/8/2011
37	State Criminal Alien Assitance Program (SCAAP)	7/1/2009-6/30/2010	$683,501	$0	$0	$0	$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	$5,519,883	$0	$0	$0	$5,519,883	-	11/22/2011
47	Urban Area Security Inititive*	8/1/2010-13/31/2012	$250,000	$0	$0	$0	$250,000	1.00	11/22/2011

3

Updated 1/12/12, 3:20 p.m.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	$142,535	$47,512	$0	$0	$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	$8,846	$0	$0	$0	$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	$24,484	$24,484	$0	$0	$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	$75,743	$22,723			$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	$100,000	$0	$0	$0	$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	$493	$493	$0	$0	$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	$132,702	$0	$4,605	$2,602	$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	$212,612	$0	$0	$0	$212,612	-	1/10/2012
			$16,317,644	$273,744	$51,749	$313,024	$16,956,161	20.61	

Amended from original agreement.

4

Updated 1/12/12, 3:20 p.m.

FY 2012 Grants Summary Report*

Permission to Continue

*Also includes any pending items from FY 11

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	$15,196	$15,196	$30,392	1	3/31/2012	12/27/2011	N/A	No
Totals			$44,392	$44,392	$88,784	5				

5

Updated 1/12/12, 3:20 p.m.

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

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

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

Grant Contracts approved by Commissioners Court

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

6

Updated 1/12/12, 3:20 p.m.

District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. *Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.*	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -
Transportation and Natural Resources	**Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated $13,741 contribution from the Road and Bridge Fund.**	$ -	$ -	$ 687,047	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Health and Human Services	**2009 Phase 27 ARRA Emergency Food and Shelter Program. *The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.***	$ 41,666	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Health and Human Services	Americorps. *Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.*	$ 288,139	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 281,297	$ -
Health and Human Services	Parenting in Recovery. *FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.*	$ 500,000	$ 77,726	$ 500,000	$ 80,000	$ 500,000	$ 80,000	$ 500,000	$ 80,000	$ -	$ 580,000	$ -	$ 580,000
Health and Human Services	**ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households**		$ -	$ 2,311,350	TBD	$ 4,611,349	TBD		$ -		$ -		$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) *Funds to be used for approx 39 water connections for Plainview Estates.*	$ 90,000	$ -	$ 136,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Health and Human Services	Community Development Block Grant (CDBG). *Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.*	$ 833,133	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,390	$ 223,908
Health and Human Services	**Community Putting Prevention to Work (Tobacco Free Worksite Policy). *Interlocal with the City of Austin to receive ARRA funds to development a tobacco free workstite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.***	$ -		$ -	$ -	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -
	Totals	**$ 3,070,731**	**$ 1,161,189**	**$ 8,619,525**	**$ 2,175,626**	**$ 7,252,569**	**$ 1,135,059**	**$ 2,272,470**	**$ 1,260,059**	**$ 1,507,470**	**$ 1,760,059**	**$ 1,490,480**	**$ 1,760,059**

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

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☒	Continuation Grant: ☐
Department/Division:	TNR, Natural Resources and Environmental Quality Division	
Contact Person/Title:	Melinda Mallia, Environmental Project Manager, EQ Program	
Phone Number:	512 854-4460	

Grant Title:	FY12 HCP Land Acquisition Assistance Grant			
Grant Period:	From:	5/1/2012	To:	8/30/2014
Grantor:	Texas Parks and Wildlife Department			
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☒	No: ☐
Originating Grantor:	U.S. Fish and Wildlife Service			
Originating Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Will County provide grants funds to a subreceipent?			Yes: ☐	No: ☒

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	$0	$0	**$0**	$0	$0
Operating:	4,834,800	0	**3,223,200**	0	8,058,000
Capital Equipment:	0	0	**0**	0	0
Indirect Costs:	0	0	**0**	0	0
Total:	$4,834,800	$0	**$3,223,200**	$0	$8,058,000
FTEs:	0.00	0.00	**0.00**	0.00	0.00

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
	$	$	$	

Department	Review	Staff Initials	Comments
County Auditor	☒	MG	
County Attorney	☒	CG	

Performance Measures	**Projected FY 12 Measure**	**Progress To Date:**				**Projected FY 13 Measure**
Applicable Depart. Measures		12/31/11	3/31/12	6/31/12	9/30/12	

Acquire 30,428 acres with BCP partners to meet terms of FWS permit for endangered species protection	30,431					30,431
Measures For Grant						
Acquire 61.021 acres for BCP	0					61.021
Outcome Impact Description	Obtaining federal assistance to acquire BCP land will leverage local dollars and assist the county in meeting the terms of the regional permit for the Balcones Canyonlands Conservation Plan.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

PBO concurs with proceeding with this grant application.

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

Federal grant funds are requested through the Habitat Conservation Plan (HCP) Land Acquisition Assistance Program to acquire a 61-acre tract with endangered species habitat for the Balcones Canyonlands Preserve (BCP).

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

The County is required to maintain properties purchased with HCP grant funds according to land management plans approved by the U.S. Fish and Wildlife Service.

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

A 40% match of $3,223,200 is proposed for this grant. The additional scoring points that can be gained by exceeding the minimum match required (25%) will improve the grant's likelihood of success in national competition. Matching funds are available in the approved budget, account 038-4909-629-8112.

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

The grant does not provide funding for the county's indirect costs; it is limited to funding for land purchases and associated costs (appraisal, appraisal review, environmental site assessment, land plan, survey, and title policy.)

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

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

The grant will not alter the county's prior commitment to manage BCP lands acquired through this program.

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

N/A

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

The BCP partners must protect a minimum of 30,428 acres plus 62 additional cave properties by 2016 under the terms of Regional Permit #PRT-788841for the Balcones Canyonlands Conservation Plan (BCCP). Grant funds will assist the county in meeting its obligation under the permit.

SECTION 6 GRANT PROPOSAL

HABITAT CONSERVATION PLAN
LAND ACQUISITION ASSISTANCE PROGRAM

Balcones Canyonlands Conservation Plan
Travis County, Texas

FY12 PROJECT STATEMENT

January 17, 2012

Prepared By:
Travis County
Transportation & Natural Resources Department
Natural Resources & Environmental Quality Division
PO Box 1748
Austin, TX 78767

Contact:
Melinda Mallia, EQ Project Manager, (512) 854-4460

11

1. **Need**. Why is the project being undertaken? (NOT TO EXCEED ONE PAGE; include attachments, if necessary, to expand on this section)

The Balcones Canyonlands Conservation Plan (BCCP) is a multi-species regional Habitat Conservation Plan for the protection of 8 endangered species and 27 species of concern found in an urban area under extensive development pressure. Completion of the Balcones Canyonlands Preserve (BCP) is an integral component of recovery plans for these species. Without the protections sought in the BCCP, the recovery goals for these species cannot be successfully achieved [1,2,3].

In the years since the U. S. Fish and Wildlife Service (USFWS) issued a regional permit for the BCCP in 1996, 99.8% of the minimum acreage required under the permit has been protected. Forty-five out of 62 caves named in the permit have some amount of protection and 9 endangered species caves that were not specifically required by the permit are now under city or county management.

An overwhelming majority of the acreage protected in the BCP has been acquired with locally-generated funds through a partnership among private landowners, non-profit conservation organizations, a regional conservation and reclamation district, and local, state and federal agencies. The availability of federal grant funds is essential to continued success in completing the preserve design.

From its inception, the BCCP was created to achieve the recovery goals and objectives outlined by the U.S. Fish and Wildlife Service for the locally-listed species, with the ultimate goal of recovering species to the extent that they no longer need federal protection. Federal assistance has been a vital factor in accomplishing this goal, to protect imperiled species, relieve affected landowners and complete the efforts of the public agencies, private entities, and individuals that have worked to implement the BCCP.

Minimum acreage to be protected under the permit	30,428 acres
Acreage protected to date	30,370 acres
Remaining acres required to meet minimum	**58 acres**
Named caves to be protected under the permit	62
Named caves protected to date	45
Un-named endangered species caves protected	9
Named caves remaining without official protection	**17**

In addition to the primary goals for minimum, overall preserve size and caves, the permit sets goals for configuration to reduce fragmentation. These include minimum acreage goals and maximum edge-to-area ratios for each of seven macrosites.

Estimated acreage needed for configuration requirements	**1,200-1,400**

The proposed tract for FY12 HCP funding is 61 acres with multiple benefits to the BCP. Acquisition will complete the minimum acreage goals for the BCP, protect multiple endangered songbird and karst species, prevent habitat fragmentation, and improve the edge-to-area ratio for the Cypress Creek macrosite. *Please see Attachment A (page 7) for additional details.*

2. **Objective**. What is to be accomplished during the period of the grant pursuant to the stated need? Specify what is to be accomplished within the time, money, and staffing allocated; identify a recognizable end point; and be quantifiable or verifiable. (NOT TO EXCEED ONE SENTENCE)

Objective: To acquire lands for the Balcones Canyonlands Preserve as funding permits towards the BCCP goal of 30,428 acres and 62 caves.

3. **Expected Results or Benefits**. What will be the results or benefits of accomplishing the objective? Try to provide quantifiable or verifiable resource benefits. (NOT TO EXCEED ONE-HALF PAGE).

Accomplishing the protection goals of the regional Habitat Conservation Plan for the BCP will ensure the protection of eight endangered species and 27 species of concern. The priority tract for acquisition in FY12 is a key to meeting this objective.

A list of species protected by the BCCP is included in Attachment A on page 10.

4. **Approach**. How will the objective be attained? Include only specific, numbered procedures. Keep procedures brief, simple and understandable. Final procedure should refer to Annual and/or Final Reports and their due dates. Provide telephone numbers and email addresses of key project personnel and cooperators.

Procedures	
1	Receive award notice
2	Appraise property
3	Obtain appraisal review
4	Execute Interlocal Agreement for FY12 grant funds
5	Negotiate purchase contract with seller(s)
6	Survey property
7	Conduct environmental site assessment
8	Acquire property
9	Obtain title policy and closing documents
10	Submit annual report summarizing acquisition status
11	Submit final reports and acquisition documents to the USFWS and TPWD within 90 days of closing or upon receipt

Key Personnel for Grant Implementation

Functional Title	**Name**	**Phone**	**Email**
Project Manager	Melinda Mallia	512 854-4460	Melinda.Mallia@co.travis.tx.us
Real Estate Specialist	Mike Martino	512 854-9383	Mike.Martino@co.travis.tx.us
Assistant County Attorney	Tom Nuckols	512 854-9415	Tom.Nuckols@co.travis.tx.us
Grants Accountant	Donna Williams-Jones	512 854-7677	Donna.Williams-Jones@co.travis.tx.us

Additional Contacts for BCCP Administration

Natural Resources Program Manager	Rose Farmer	512 854-7214	Rose.Farmer@co.travis.tx.us
Environmental Specialist	Shelley Miller	512 854-7213	Shelley.Miller@co.travis.tx.us

5. Location. Where will the work (address) be done? Attach location map if needed.

All properties to be acquired are located in Travis County, Texas. A map is attached showing the location of priority and alternate tracts within the preserve.

Physical Address: Travis County TNR
Natural Resources and Environmental Quality Division
1010 Lavaca, Suite 314
Austin, Texas 78701

6. Estimated Cost. Provide breakdown of what it will cost to attain the objective.

		Federal Share	Non-federal Share	Total
1	Personnel	0	0	0
2	Travel	0	0	0
3	Equipment	0	0	0
4	Supplies	0	0	0
5	Contractual Associated costs, including: appraisal, appraisal review, land plan, title policy, environmental site assessment, etc.	94,800	63,200	158,000
6	Other Land cost	4,740,000	3,160,000	7,900,000
7	Totals	4,834,800	3,223,200	8,058,000
	Percentages	60%	40%	100%

7. **Milestone Schedule**. Timetable for initiation and completion of procedures outlined in Approach. Years based upon project period.

Procedures	2012	2013	2014
1	X		
2	X	X	
3	X	X	
4	X	X	
5		X	X
6		X	X
7		X	X
8		X	X
9		X	X
10		X	X
11		X	X

8. **Literature Cited**:

1. Grzybowski, Joseph A., Black-Capped Vireo (Vireo atricapillus) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1991, 74pp.

2. Keddy-Hector, Dean P., Golden-cheeked Warbler (Dendroica chrysoparia) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1992, 88pp.

3. O'Donnell, Lisa and Elliott, William R., Endangered Karst Invertebrates (Travis and Williamson Counties, Texas) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1994, 154pp.

Attachment A
1. City of Austin Watershed Protection Department, Environmental Resource Management Division, "Jollyville Plateau Water Quality and Salamander Assessment", October 1999.

2. Texas Parks and Wildlife Department, Texas Comprehensive Wildlife Conservation Strategy 2005-2010 (aka Texas Wildlife Action Plan), 1,131 pgs plus maps, http://www.tpwd.state.tx.us/publications/pwdpubs/pwd_pl_w7000_1187a/ (accessed 22 July 2009).

3. George Veni and Associates, "Geological Controls on Cave Development and the Distribution of Cave Fauna in the Austin, Texas Region", Prepared for USFWS, April 1991.

9. **Addressing Climate Change**

The proposed acquisitions support the USFWS's Draft Strategic Plan for Responding to Accelerating Climate Change in the 21st Century as described in "Rising to the Urgent Challenges of a Changing Climate" Internal Discussion Draft dated December 12, 2008.

Thirty three of the thirty five species identified for protection under the BCCP and one candidate species associated with these tracts display extremely restricted global distributions. For example, the entire global range for some of these species is known from fewer than half a dozen caves, and the Jollyville Plateau Salamander is known from just nine watersheds of the Edwards Aquifer in Travis and Williamson Counties (Texas). These extremely restricted ranges make adaptation by these species to changing climatic conditions difficult if not impossible. (Objective 2.1: Take Conservation Action for Climate-Vulnerable Species)

Each acquisition proposed here will protect un-fragmented habitat by removing the threat of development and incorporating protected lands into the surrounding preserve system, thereby promoting connectivity between existing protected areas. The close relationship of the BCCP with the nearby USFWS Balcones Canyonlands National Wildlife Refuge promotes multi-Agency cooperative efforts and will allow for coordinated approaches to creating habitat linkages and wildlife pathways. (Objective 2.2 Promote Habitat Connectivity)

Protecting these lands addresses non-climate stressors including proposed land-use changes and allows BCP staff to take a proactive approach to managing other stressors including invasive species and wildfire. (Objective 2.9 Reduce Non-Climate Stressors)

Managing habitat for the golden-cheeked warbler requires establishing and maintaining mature mixed oak hardwood Ashe juniper woodlands. Lands of the BCP must maintain these vegetation types in perpetuity in order to meet the terms and conditions of the HCP thereby ensuring long-term sequestration of these carbon sources. (Objective 5.4 Integrate Carbon Sequestration Activities into Landscape Conservation Approaches)

ATTACHMENT A: Proposal for FY12 Land Acquisition Assistance

ATTACHMENT B: Willing Seller Letter

ATTACHMENT C: Map with Proposed Tract for FY12

ATTACHMENT A

PROPOSAL FOR FY12 LAND ACQUISITION ASSISTANCE

Balcones Canyonlands Preserve
Austin/Travis County, Texas

JANUARY 17, 2012

INTRODUCTION

Travis County and the City of Austin, the permit holders for the Balcones Canyonlands Conservation Plan (BCCP), have assembled 99.8% of the minimum preserve acreage required to protect 8 endangered species and 27 species of concern. In 15 years since the permit was approved 30,370 out of 30,428 required acres of habitat have been protected, 45 out of 62 karst features named in the permit, and 9 karst features that were not originally named in the permit have come into the Balcones Canyonlands Preserve for protection.

To complete the plan the partners need a minimum of 58 habitat acres and 17 karst features. In addition to these primary goals for overall preserve size and cave protection, the permit sets goals to reduce habitat fragmentation. It is estimated that another 1,200 to 1,400 acres are needed to address configuration requirements, which set out minimum acreage goals, cave habitat needs and maximum edge-to-area ratios for each of seven macrosites.

Intense development pressures subsided with the national economic downturn, giving the permit holders an opportunity to purchase lands that might otherwise have been lost. Landowners who weren't interested in selling in previous years came forward in recent years as willing sellers.

PART 1: SELECTION CRITERIA

- Quality of habitat for endangered species
- Landowner willingness to sell property
- Availability of funds
- Location of property
  - Inside or adjacent to preserve acquisition boundaries
  - Contiguous to other BCP lands and habitat
- Potential to improve preserve configuration
- Degree of threat from development
- Prevent in-holdings that interrupt continuous habitat blocks
- Manageability and accessibility
- USFWS concurrence
- Ability of landowners to deliver clear title

PART 2: THE BCP PARTNERS

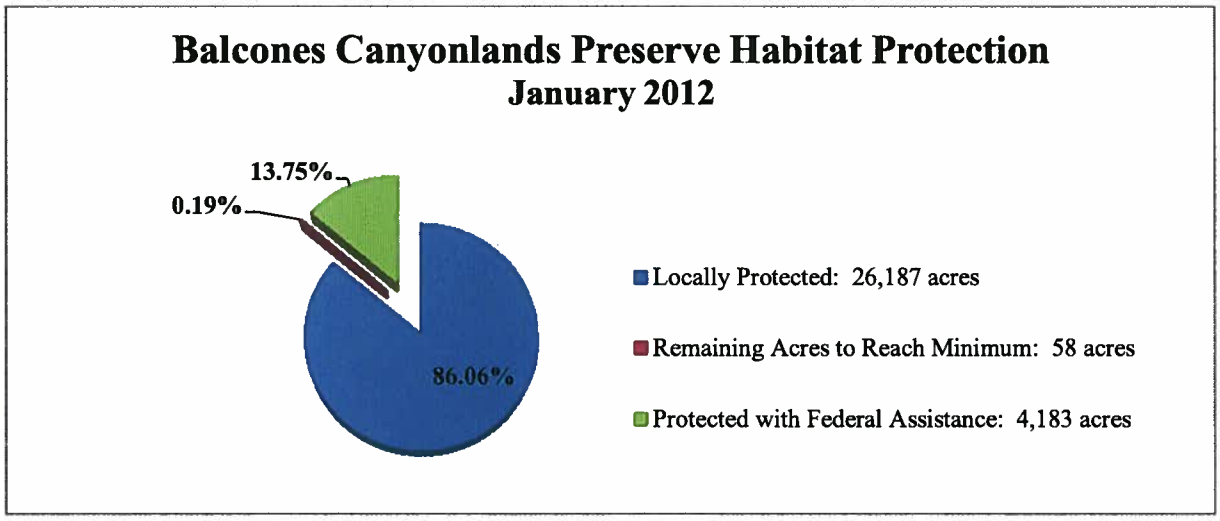
The BCP has been assembled through the collaborative efforts of private landowners, non-profit groups, a regional power and utility provider and government entities:

Permit Holders:
City of Austin
Travis County

Partners:
Private sector landowners
The Nature Conservancy of Texas
Travis Audubon Society
Lower Colorado River Authority

PART 3: FUNDING SOURCES FOR LAND ACQUIRED

The permit holders and partners have assembled 99.8% of the acreage required to complete the BCP. Local partners protected 86.06% of existing preserve lands, representing 26,187 acres out of 30,370 acres assembled. Federal grant dollars, with the corresponding local match, funded 13.75% of the current preserve, or 4,183 acres. Federal assistance has been a significant factor in the success of the BCP to date and remains a vital element in these final stages of completing the plan.



PART 4: FY12 PRIORITY TRACT PROPERTY DESCRIPTION

CTE Partners (Lucas)
61.021 acres
The BCP's priority tract for FY12 grant assistance is 61 acres in the Cypress Creek macrosite with high-quality habitat for the golden-cheeked warbler and black-capped vireo. The tract is characterized by steep slopes with continuous canopy coverage of oak-juniper, mixed hardwood forest and an upland plateau above cliffs leading down to Lake Travis. There are two caves on the property that may have

karst species of concern covered by the permit. The tract is adjacent to the Lucas and Lake Travis Bluff properties previously purchased with Section 6 funds.

The property falls within Travis County USFWS Karst Zone 1, defined as areas known to contain endangered karst invertebrate species. Geologically, it lies within an area of the Edwards Limestone strata, known to include components susceptible to the karstic dissolution necessary for cave development. The local geology also includes fractures or other permeable zones within the rock that allow for the influx of nutrients and create connectivity of cavernicole habitat necessary for distribution of cave fauna.

The sellers retained this piece of the property in 2008, when they sold 279 acres to the county for preserve. They intended to subdivide the property into six, 10-acre, lake-front view lots. The market for properties in this price range fell soon after and has remained suppressed since that time. The owners are now interested in selling the remainder for the BCP. However, if the purchase for preserve is not accomplished, the eventual sale and development of these properties as large estates is inevitable.

Purchasing this tract will address configuration concerns in the macrosite by improving the edge-to-area ratio. It will reduce fragmentation, protecting a core of continuous habitat that affords the maximum buffer possible.

PART 5: COSTS FOR PROPOSED TRACT

FY12 Priority Tract	Acres	Price Per Acre	Land Costs	Associated Costs	Federal Share (60%)	County Match (40%)*	Total Cost
CTE Partners	61.021	129,464	7,900,000	158,000	4,834,800	3,223,200	8,058,000
Total Grant Request			**7,900,000**	**158,000**	**4,834,800**	**3,223,200**	**8,058,000**

* Travis County proposes to overmatch acquisition costs in FY12

PART 6: FEDERALLY LISTED SPECIES WITHIN THE BCP

Common name	Scientific name	Status
Black-capped vireo	*Vireo atricapillus*	Endangered
Golden-cheeked warbler	*Dendroica chrysoparia*	Endangered
Tooth Cave pseudoscorpion	*Tartarocreagris texana*	Endangered
Tooth Cave spider	*Neoleptoneta myopica*	Endangered
Bee Creek harvestman	*Texella reddelli*	Endangered
Bone Cave harvestman	*Texella reyesi*	Endangered
Tooth Cave ground beetle	*Rhadine persephone*	Endangered
Kretschmarr Cave mold beetle	*Texamaurops reddelli*	Endangered
Canyon mock-orange	*Philadelphus ernestii*	species of concern
Texabama croton	*Croton alabamensis*	species of concern
Flatworm	*Sphalloplana mohri*	species of concern
Ostracod	*Candona* sp. nr. *stagnalis*	species of concern
Isopod	*Caecidotea reddelli*	species of concern
Isopod	*Trichoniscinae* N. S.	species of concern
Isopod	*Miktoniscus* N. S.	species of concern
Spider	*Cicurina wartoni*	species of concern
Spider	*Cicurina ellioti*	species of concern
Spider	*Cicurina bandida*	species of concern
Spider	*Cicurina reddelli*	species of concern
Spider	*Cicurina reyesi*	species of concern
Spider	*Cicurina cueva*	species of concern
Spider	*Cicurina travisae*	species of concern
Spider	*Neoleptoneta cocinna*	species of concern
Spider	*Neoleptoneta devia*	species of concern
Spider	*Eidmannella reclusa*	species of concern
Pseudoscorpion	*Aphrastochthonius* N. S.	species of concern
Pseudoscorpion	*Tartarocreagris reddelli*	species of concern
Pseudoscorpion	*Tartarocreagris intermedia*	species of concern
Pseudoscorpion	*Tartarocreagris* N. S. 3	species of concern
Harvestman	*Texella spinoperca*	species of concern
New Comanche Trail Cave Harvestman	*Texella comanche*	species of concern
Millipede	*Speodesmus* N. S.	species of concern
Ground beetle	*Rhadine s. subterranea*	species of concern
Ground beetle	*Rhadine s.mitchelli*	species of concern
Ground beetle	*Rhadine austinica*	species of concern

Attachment B: Willing Seller Letter

December 18, 2011

Melinda Malia
Environmental Project Manager
Travis County TNR
P.O. Box 1748
Austin, Texas 78767

Re: HCP Land Acquisition Program

Dear Ms. Malia:

I am the managing partner for CTE Partners, Ltd., owner of 61.021 acres on Lake Travis. The property consists of 6 ten acre leagal tracts which are accessed from Comamche Trail and Hughes Park Road and are addressed per the attached drawing.
This letter is to notify you that we are willing to sell this property to Travis County for inclusion in the Balcones Canyonlands Preserve (BCP).

I understand that the County may utilize federal grant funds to purchase tracts within the BCP for the protection of endangered species habitat. I understand that the terms of the grant program are as follows:

landowner participation is voluntary
tracts acquired with federal assistance are approved by the U.S. Fish & Wildlife Service
an appraisal of the property must be done according to federal acquisition guidelines and state law.
an appraisal review is required
federal funds will pay no more than 75% of the fair market value, as determined by the appraisal
the County will pay the remainder

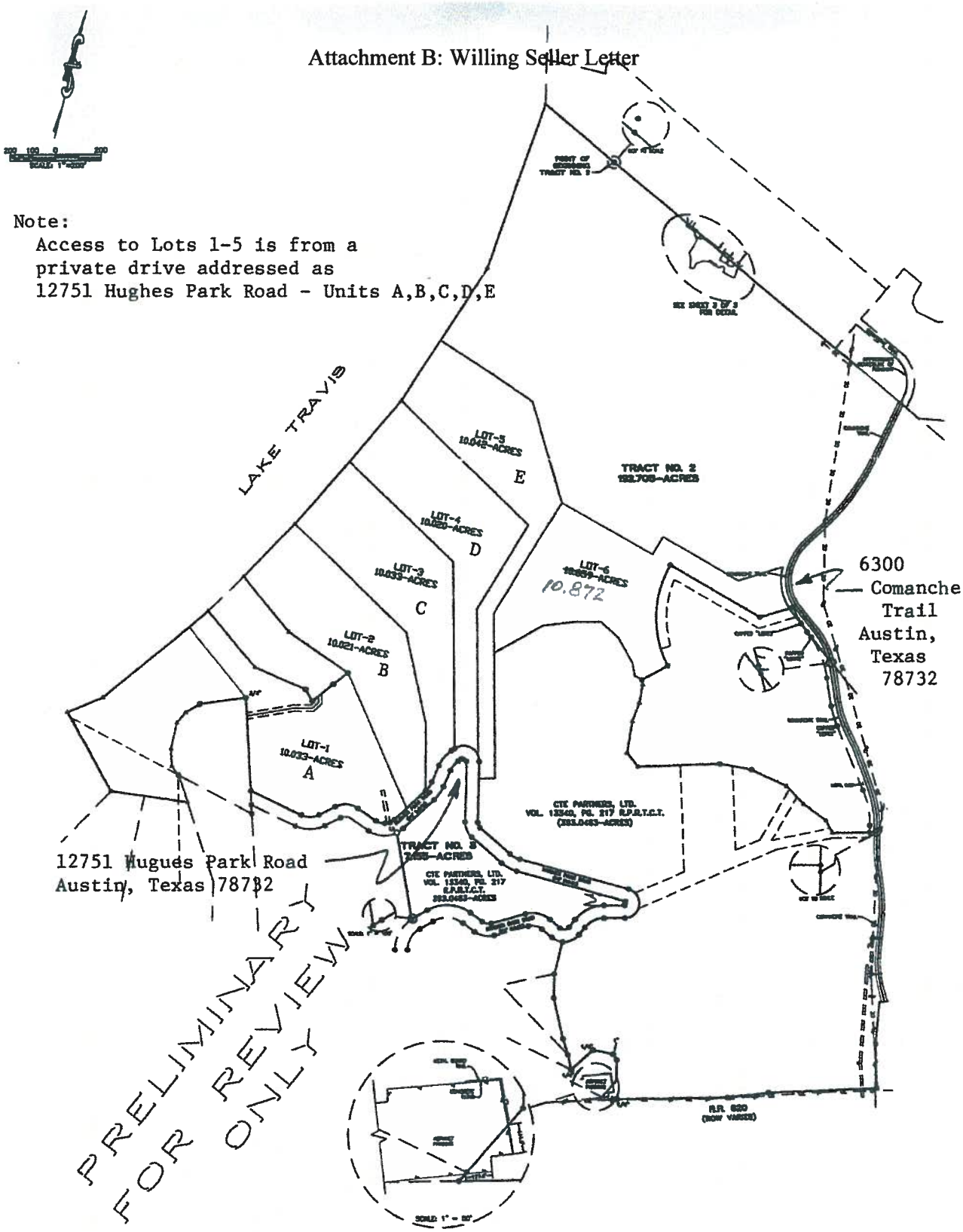
Please contact me at (512) 345-5397 if you have any questions regarding the property or additional information about the grant program.

Sincerely,

Joe Lucas

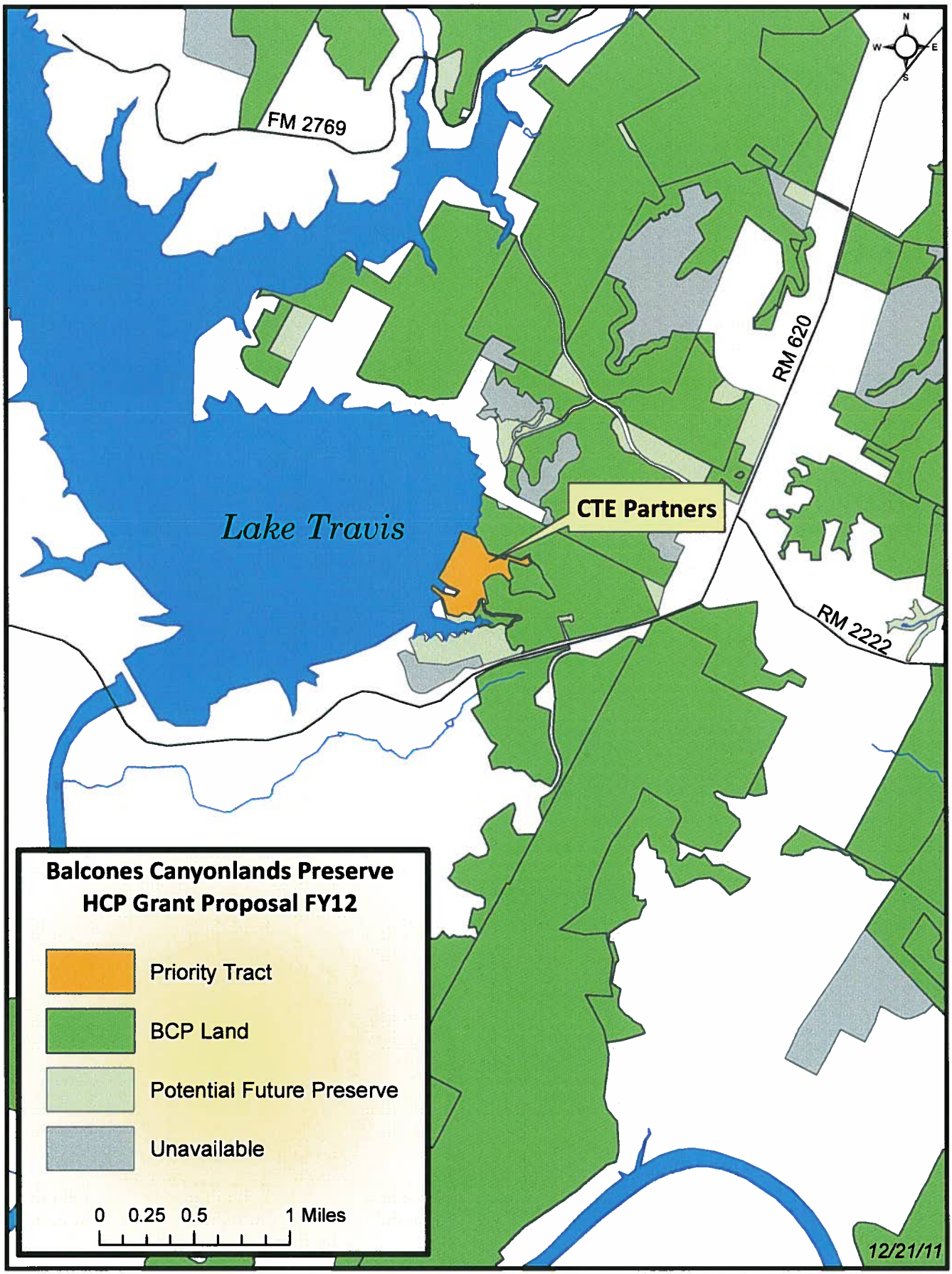
Joe Lucas
Managing Partner
CTE Partners, Ltd.
3802 Hidden Hollow
Austin, Texas 78731

Attachment B: Willing Seller Letter



Landmark SURVEYING, LP

Attachment C: Proposed Tract for FY12



GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	TNR/NREQ	
Contact Person/Title:	Adele Noel, Air Quality Project Manager	
Phone Number:	854 7211	

Grant Title:	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)			
Grant Period:	From:	1/24/2012	To:	8/31/2013
Fund Source:	Federal: ☐	State: ☒	Local: ☐	
Grantor:	Texas Commission on Environmental Quality			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:	Texas Commission on Environmental Quality (TCEQ)			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	35,000	0	**0**	0	$35,000
Operating:	125,000	0	**0**	0	$125,000
Capital Equipment:	15,000	0	**0**	0	$15,000
Indirect Costs:	0	0	**0**	0	$0
Total:	$175,000	$0	**$0**	$0	$175,000
FTEs:	0.00	0.00	**0.00**	0.00	0.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	☒	MG	Complexity: Simple
County Attorney	☒	MG	approved Nov. 23, 2011

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date: 12/31/11	3/31/12	6/30/12	9/30/12	Projected FY 13 Measure
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Number of Applications processed	500	30				500
Outcome Impact Description	Providing good customer service by processing applications and educating the public about this program.					

PBO Recommendation:

PBO concurs with proceeding with this continuation grant.

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

This contract continues a program already in place since 2005 which improves air quality in Travis County by assisting with the cost of emission related automobile repair costs for qualified applicants. Travis County is on the edge of being declared non-attainment for ozone. This program is an important component of improving air quality in Travis County and one of our stratgies listed in our O3 8-Hour flex Agreement signed by Travis County, TCEQ, and the U.S. Environmental Protection Agency.

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

N/A. 100% of funding is from TCEQ.

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

No

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

The contract amendment does not affect indirect costs. Indirect costs under the parent contract are allowable but 100% of the funds are used for program administration.

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

Yes, the program will discontinue upon discontinueance of grant funding.

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

Program has been on-going since 2005.

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

This contract continues a program already in place since 2005 which improves air quality in Travis County by assisting with the cost of emission related automobile repair costs for qualified applicants.

Contract Name: Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No. **582-12-20268**

Texas Commission on Environmental Quality

Intergovernmental Cooperative Reimbursement Contract
with
Federal, State and Local Governments and Agencies
CONTRACT SIGNATURE PAGE

Contract Number	582-12-20268	
Performing Party	Travis County	
Contract Name	**Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program**	
Vendor Identification No.	17460001922	
Maximum Statewide TCEQ Obligation: **$5,584,625.00**	Effective Date: Date of last signature	Expiration Date: August 31, 2013

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a governmental body, agency, or political subdivision of: the United States, the State of Texas, or another State, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperation Act, and Texas Water Code §§ 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by TCEQ for its own convenience with 10 days written notice.

Parties to the Contract:	**Texas Commission on Environmental Quality (TCEQ)**	**Travis County**
By (Authorized Signature):		
Printed Name:	Zak Covar	By: The Honorable Sam Biscoe
Title:	Deputy Executive Director	Travis County Judge
Date of Signature:		
Procurement and Contracts Representative (Authorized Signature):		
Printed Name:	Deborah Brown	
Date:		

27

Intergovernmental Cooperative Reimbursement Contract
CONTRACT DOCUMENTS

The entire Contract between TCEQ and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page	
X	Special Terms and Conditions	
	Federal Section (Including Federal Conditions and Completed Forms)	
X	Documents Created During the Contract: Work Orders/Proposal for Grant Activities. For umbrella contracts/grants, the following order takes precedence, with the most important first; all of which are subject to control by the latest amendment:	
		Work Order / Proposal for Grant Activities
X		Notice to Proceed / Notice to Commence
		TCEQ Approved Work Plan/Grant Activity Description
X	Contract Activities (Scope of Work)	
X	TCEQ - Approved Activity Plan / Performing Party Proposal	
	Work Order Section	
X	General Terms and Conditions	
X	Contract Budget / Schedule of Fixed Cost for Reimbursement	
X	Project Representatives and Records Location	
X	Attachment A: Financial Status Report 20248 (Revised 08/2011)	
	Attachment B:	
	Attachment C:	
	Attachment D:	

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Inter-Governmental Cooperative Reimbursement Contract with Federal, State and Local Governments and Agencies

CONTRACT ACTIVITIES

I. INTRODUCTION

The purpose of this Contract is to provide financial assistance to enable the Performing Party to conduct the Grant Activity efficiently with a minimum of expense, risk, and potential liability to the Performing Party.

II. DESCRIPTION OF ACTIVITIES

The Performing Party agrees to perform, in accordance with this Contract and other Contract Documents, the activity generally described as: Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), also known as the AirCheckTexas Drive a Clean Machine Program. The LIRAP Activities to be conducted by the Performing Party within its boundaries are described in Chapter 382, Texas Health and Safety Code and the Rules of the TCEQ at 30 Texas Administrative Code (TAC) Chapter 114 Subchapters A and C (specifically, Sections 30 TAC sections 114.7, 114.60, 114.62, 114.64, 114.66, 1114.68, 114.70, and 114.72). The LIRAP Activities may be further described in other Contract Documents.

The LIRAP Activities specifically include:

Payments necessary for repairs to bring vehicles into emissions compliance.

Payments for replacement vehicles when existing vehicles are retired.

Administration of the Performing Party's LIRAP program.

Unless otherwise provided in this Contract or authorized in writing by the TCEQ, the Performing Party must submit a written Activity Plan for the conduct of the Work of this Contract. The Performing Party must obtain the TCEQ's written approval in a Notice to Proceed, in order for the costs to be eligible for reimbursement. The Activity Plan may be amended by written agreement of the Parties without amending this Contract.

III. SCOPE OF WORK

1. Applicability for LIRAP

(a) The provisions of these requirements provide the minimum requirements for the Performing Party's implementation of LIRAP and apply to counties that implement a vehicle emissions inspection program and have elected to implement LIRAP under this contract.

(b) To be eligible for assistance under this division, vehicles must be subject to 30 TAC Section 114.50(a)

(c) LIRAP does not apply to a vehicle that is a:

(1) fleet vehicle;

(2) commercial vehicle;

(3) vehicle owned or leased by a governmental entity;

(4) vehicle registered as a classic motor vehicle as defined by Transportation Code, Section 502.274;

(5) vehicle registered as an exhibition vehicle, including antique or military vehicles, as defined by Transportation Code, Section 502.275; or

(6) vehicle not regularly used for transportation during the normal course of daily activities.

(d) The Performing Party must ensure that owners of vehicles under subsection (c) of this section do not receive monetary or compensatory assistance under LIRAP.

2. LIRAP Funding

(a) The TCEQ shall provide funding for LIRAP with available funds from Inspection and Maintenance Fees or other designated and available funds.

(b) The Performing Party's program shall be administered in accordance with Texas Government Code, Chapter 783. Programmatic costs may include call-center management, application oversight, invoice analysis, education, outreach, and advertising.

(c) The Performing Party shall receive, to the extent practicable, appropriated funding in reasonable proportion to the amount of fees collected in the Performing Party's territorial jurisdiction from emissions testing fees designated by TCEQ.

(d) The Performing Party may not use more than ten percent (10%) of the money provided for LIRAP for administration of the program.

(e) For subgrants or subcontracts performed by a Regional Planning Commission or Council of Governments, Performing Party shall limit the indirect rate charged by the COG to 15%.

3. LIRAP Requirements

(a) The Performing Party agrees that it has, through its county commissioner's court, requested to implement LIRAP and the purpose of this grant contract is to implement that request.

(1) This grant contract provides conditions, requirements, and projected funding allowances for the implementation of LIRAP.

(2) The Performing Party may contract with an entity approved by the TCEQ for services necessary to implement LIRAP. The Performing Party or its designated entity (also referred to herein as subcontractor) shall demonstrate to the TCEQ that, at a minimum, the Performing Party or its designated entity has provided for appropriate measures for determining applicant eligibility and repair effectiveness and ensuring against fraud.

(3) The Performing Party shall remain obligated as the contractual party to this Contract even if the Performing Party contracts with another entity to administer LIRAP within the boundaries of the Performing Party's program area.

(4) If the Performing Party contracts with another entity to administer LIRAP within the boundaries of the Performing Party's program area, Performing Party shall ensure that the requirements of this Agreement flow down to that entity, and that the Agreement with that entity contains provisions ensuring that the Performing Party can account for the amount of funding expended in the Performing Party's program area and require prior approval before any funding is transferred to another area and documentation of such transfer.

(b) **Repair and retrofit assistance.** The Performing Party's LIRAP must provide for monetary or other compensatory assistance to eligible vehicle owners for repairs directly related to bringing certain vehicles that have failed a required emissions test into compliance with emissions requirements or for installing retrofit equipment on vehicles that have failed a required emissions test, if practically and economically feasible, in lieu of or in combination with repairs performed to bring a vehicle into compliance with emissions requirements. Vehicles under LIRAP must be repaired or retrofitted at a recognized emissions repair facility. To determine eligibility, the Performing Party or its designated subcontractor shall make applications available for LIRAP participants. The application, at a minimum, must require the vehicle owner to demonstrate that:

(1) the vehicle has failed a vehicle emissions test within 30 days of application submittal;

(2) the vehicle can be driven under its own power to the emissions inspection station or vehicle retirement facility;

(3) the vehicle is currently registered in and has been registered in the applicable program area for the 12 of the 15 months immediately preceding the application for assistance;

(4) the vehicle has passed the safety portion of the Texas Department of Public Safety (DPS) motor vehicle safety and emissions inspection as recorded in the Vehicle Inspection Report (VIR), or provide assurance that actions will be taken to bring the vehicle into compliance with safety requirements;

(5) the vehicle owner's net family income is at or below three hundred percent (300%) of the federal poverty level; and

(6) any other requirements of the Performing Party or the TCEQ are met.

(c) **Accelerated vehicle retirement.** LIRAP must provide monetary or other compensatory assistance to eligible vehicle owners to be used toward the purchase of a replacement vehicle.

(1) To determine eligibility, the Performing Party or its subcontractor shall make applications available for LIRAP participants. The application, at a minimum, must require the vehicle owner to demonstrate that:

(A) the vehicle meets the requirements under (b) (1) - (3) and (5) of Section 3 of the Scope of Work;

(B) the vehicle has passed a DPS motor vehicle safety or safety and emissions inspection within 15 months prior to application submittal; and

(C) any other requirements of the Performing Party or the TCEQ are met.

(2) Eligible vehicle owners of pre-1996 model year vehicles that pass the required United States Environmental Protection Agency (EPA) Start-Up Acceleration Simulation Mode (ASM) standards emissions test, but would have failed the EPA Final ASM standards emissions test, or some other criteria determined by the commission, may be eligible for accelerated vehicle retirement and replacement compensation under this section.

(3) Notwithstanding the vehicle requirement provided under (b) (1) of Section 3 of the Scope of Work, an eligible vehicle owner of a vehicle that is gasoline powered and is at least 10 years old as determined from the current calendar year (i.e., 2007 minus 10 years equals 1997) and meets the requirements under (b) (2), (3), and (5) of Section 3 of the Scope of Work, may be eligible for accelerated vehicle retirement and compensation.

(4) Replacement vehicles must:

(A) be in a class or category of vehicles that has been certified to meet federal Tier 2, Bin 5 or cleaner Bin certification under 40 Code of Federal Regulations §86.1811-04, as published in the February 10, 2000, *Federal Register* (65 FedReg 6698);

(B) have a gross vehicle weight rating of less than 10,000 pounds;

(C) have an odometer reading of not more than 70,000 miles;

(D) for vehicles compensated under Section 3(d)(1)(B)(i) and (ii) of the Scope of Work, be a vehicle the total cost of which does not exceed $35,000;

(E) for vehicles compensated under Section 3(d)(1)(B)(iii) and (iv) of the Scope of Work, be a vehicle the total cost of which does not exceed $45,000; and

(F) have a current DPS motor vehicle safety and emissions inspection.

(d) **Compensation.** The Performing Party shall determine eligibility and approve or deny the application promptly. If the requirements of (b) or (c) of Section 3 of the Scope of Work are met and based on available funding, the Performing Party shall authorize monetary or other compensations to the authorized repair facility or participating automobile dealership for repair/replacement on behalf of the eligible vehicle owner.

(1) Compensations must be:

(A) no more than $600 and no less than $30 per vehicle to be used for emissions-related repairs or retrofits performed at recognized emissions repair facilities, including diagnostics tests performed on the vehicle; or

(B) based on vehicle type and model year of a replacement vehicle for the accelerated retirement of a vehicle meeting the requirements under this subsection. Only one retirement compensation can be used toward one replacement vehicle annually per applicant. The maximum amount toward a replacement vehicle must not exceed:

(i) $3,000 for a replacement car of the current model year or previous three model years, except as provided by clause (iii) and (iv) of this subparagraph;

(ii) $3,000 for a replacement truck of the current model year or the previous two model years, except as provided by clause (iii) and (iv) of this subparagraph;

(iii) $3,500 for a replacement hybrid vehicle, electric vehicle, or natural gas vehicle of the current model year or the previous three model years;

(iv) $3,500 for vehicle of the current model year or previous three model years that has been certified to meet federal Tier 2, Bin 3 or a cleaner Bin certification under 40 C.F.R. Section 86.1811-04, as published in the February 10, 2000, Federal Register.

(2) Vehicle owners shall be responsible for paying the first $30 of emissions-related repairs or retrofit costs that may include diagnostics tests performed on the vehicle.

(3) For accelerated vehicle retirement, provided that the compensation levels listed in (d)(1)(B) of Section 3 of the Scope of Work are met and minimum eligibility requirements under (c) of Section 3 of the Scope of Work are met, the Performing Party may set a specific level of compensation or implement a level of compensation schedule that allows flexibility. The following criteria may be used for determining the amount of financial assistance:

(A) model year of the vehicle;

(B) miles registered on the vehicle's odometer;

(C) fair market value of the vehicle;

(D) estimated cost of emissions-related repairs necessary to bring the vehicle into compliance with emissions standards;

(E) amount of money the vehicle owner has already spent to bring the vehicle into compliance, excluding the cost of the vehicle emissions inspection; and

(F) vehicle owner's income.

(e) **Reimbursement for repairs and retrofits.** The Performing Party shall reimburse the appropriate recognized emissions repair facility for approved repairs and retrofits within 30 calendar days of receiving an invoice that meets the requirements of the Performing Party or its subcontractor. Repaired or retrofitted vehicles must pass a DPS safety and emissions inspection before the recognized emissions repair facility is reimbursed. In the event that the vehicle does not pass the emissions retest after diagnosed repairs are performed, the Performing Party has the discretion, on a case-by-case basis, to make payment for diagnosed emissions repair work performed.

(f) **Reimbursements for replacements.** The Performing Party shall ensure that funds are transferred to a participating automobile dealership no later than ten business days after the Performing Party receives proof of the sale, proof of transfer to a dismantler, and any administrative documents that meet the requirements of the Performing Party or its subcontractor or other reasonable time in accordance with the Opinion GA 0624 of the Attorney General of Texas relating to LIRAP in Williamson County, Texas. A list of all administrative documents must be included in the agreements that are entered into by the Performing Party or its subcontractor and the participating automobile dealerships; however, the performing party or its subcontractor may request additional documentation as needed.

(1) The Performing Party shall provide an electronic means for distributing replacement funds to a participating automobile dealership once all program criteria have been met. The replacement funds may be used as a down payment toward the purchase of a replacement vehicle. Participating

automobile dealers shall be located in the State of Texas. Participation in LIRAP by an automobile dealer is voluntary.

(2) The Performing Party shall develop a document for confirming a person's eligibility for purchasing a replacement vehicle and for tracking such purchase.

(A) The document must include at a minimum, the full name of applicant, the vehicle identification number of the retired vehicle, expiration date of the document, the program administrator's contact information, and the amount of money available to the participating vehicle owner.

(B) The document must be presented to a participating dealer by the person seeking to purchase a replacement vehicle before entering into negotiations for a replacement vehicle.

(C) A participating dealer who relies on the document issued by the Performing Party has no duty to confirm the eligibility of the person purchasing a replacement vehicle in the manner provided by Section 3 of the Scope of Work.

4. Disposition of Retired Vehicle.

(a) Vehicles retired under LIRAP may not be resold or reused in their entirety in this or another state. Any dismantling of vehicles or salvaging of steel under this section must be performed at a facility located in the State of Texas.

(b) The vehicle must be:

(1) destroyed;

(2) recycled;

(3) dismantled and its parts sold as used parts or used in LIRAP;

(4) placed in a storage facility and subsequently destroyed, recycled, or dismantled within 12 months of the vehicle retirement date and its parts sold or used in LIRAP; or

(5) repaired, brought into compliance, and used as a replacement vehicle under this division. Not more than ten percent (10%) of all vehicles eligible for retirement may be used as replacement vehicles.

(c) Notwithstanding subsection (b) of this section, the dismantler of a vehicle shall destroy the emissions control equipment and engine, certify those parts have been destroyed and not resold into the market place. The dismantler shall remove any mercury switches and shall comply with state and federal laws applicable to the management of those mercury switches.

(d) The dismantler shall provide certification that the vehicle has been destroyed to the Performing Party or its subcontractor.

(e) The dismantler shall provide the residual scrap metal of a retired vehicle under this section to a recycling facility at no cost, except for the cost of transportation of the residual scrap metal to the recycling facility.

5. Emission Reduction Credits.

(a) Emission Reduction Credits Available Under LIRAP. The Performing Party may allow private, commercial, and business entities to provide monetary assistance towards LIRAP. To the extent allowed under state and federal law, private, commercial, and business entities may purchase eligible vehicles under Title 30 TAC 114.64(c) of the Rules of the TCEQ (relating to LIRAP Requirements) for accelerated retirement as

approved by the Performing Party, and may have up to 100% of the emission reductions certified as emission credits. This emission reduction credit may be transferred or used by the holder in accordance with Title 30 TAC Chapter 101, Subchapter H, Division 1 or 4 of the Rules of the TCEQ (relating to Emission Credit Banking and Trading; and Discrete Emission Credit Banking and Trading).

(b) Emission Reduction Credits Available for Vehicles Not Covered Under LIRAP. To the extent allowed under state and federal law, a fleet vehicle, a government owned or leased vehicle, or a commercial vehicle may be retired and may have up to 100% of the emission reductions certified as emission credits.

(c) Other Requirements. Emission reduction credits under subsection (a) or (b) of this section must meet the requirements of Chapter 101, Subchapter H, Division 1 or 4 of Title 30 TAC.

6. Records, Audits, and Enforcement.

(a) The Performing Party shall submit quarterly audit reports to ensure that the funds provided to implement LIRAP have been used in accordance with requirements of this division. The quarterly reports (September - November, December - February, March - May, June - August) must be transmitted to the TCEQ in a format to be determined by mutual agreement between the state and the Performing Party no later than 30 days after the end of the quarter.

(b) At a minimum, the quarterly reports must include the following:

(1) name of the Performing Party's department or subcontractor implementing the program and their mailing address;

(2) name of the official representative of the Performing Party's department or subcontractor;

(3) amount of funds received during the reporting period;

(4) amount distributed for repair assistance, retrofitting, accelerated retirement, and administrative costs;

(5) information regarding the recognized emissions repair facilities and vehicle retirement facilities participating in the LIRAP, including the number of approved assistance transactions, the amount of each transaction, and the total amounts paid to each facility;

(6) pending amount of funds that must be paid out;

(7) information for each vehicle participating in program, including:

(A) vehicle identification number (VIN);

(B) vehicle license plate number;

(C) name and business address of the Texas Department of Public Safety recognized emissions repair facility or vehicle retirement facility; and

(D) date of vehicle repair, retrofit, or retirement; and

(8) information for each replacement vehicle including:

(A) vehicle identification number (VIN);

(B) make of vehicle;

(C) model year;

(D) odometer reading;

(E) name and business address of seller; and

(9) any other information requested by the TCEQ.

(c) Records on LIRAP must be maintained for a minimum period of three years by the Performing Party. The Performing Party will require subcontractors, participating recognized emissions repair facilities, and participating vehicle retirement facilities through written contracts to maintain records of LIRAP for a minimum period of three years. Such records must be available upon request by TCEQ for auditing purposes.

(d) The Performing Party shall allow the TCEQ to conduct audits and inspections. The Performing Party shall require its subcontractors, participating recognized emissions repair facilities, and a participating vehicle retirement facilities, through written contracts to allow the TCEQ to conduct audits and inspections.

SPECIAL TERMS AND CONDITIONS

1. These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the General Terms and Conditions set forth in this Contract.

2. Regional/Statewide Funding. The Maximum TCEQ Obligation listed on the Signature Page represents the amount of funds available on a regional or statewide basis. The individual allocation will be communicated to the Performing Party in writing. This amount will be included in the Activity Plan and may be amended by written agreement of the Parties without amending this contract.

3. Amount of Grant. In accordance with TCEQ Rider 31 of House Bill 1 of the 82nd Legislature, the amount of funds to be provided to all eligible counties for the LIRAP program must not exceed the amount of $5,584,625.00 in each fiscal year 2012 and 2013, and amounts to be determined by the 83rd Texas Legislature (regular session) in fiscal years 2014 and 2015, contingent on receipt of designated fee revenues sufficient for this purpose. Therefore, no payment will be made by the TCEQ pursuant to this Contract which causes the funds limitation to be exceeded.

   Period of Funds Availability. TCEQ may encumber grant monies collected in a fiscal year and disburse that grant money to the Performing Party (on an as needed basis as determined by TCEQ) within a period of two (2) fiscal years after that encumbrance. After this time, any balance unpaid to the Performing Party shall be lost due to the TCEQ appropriation authority. Grant money appropriated for TCEQ in a fiscal year may be spent by the Performing Party in that fiscal year and for two (2) fiscal years after the year of appropriation.

4. Advance Payment. The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of LIRAP Activities.

   4.1. By paying advance payments the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the PERFORMING PARTY and may also audit the PERFORMING PARTY'S performance as to any Contract Activity and any other Contract requirement.

   4.2. Advance Payments are conditioned on the approval of the FSR. If the FSR does not demonstrate PERFORMING PARTY has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.

5. Administrative Costs. TCEQ may provide in advance of incurring costs, the amount allocated for costs of administration in the Performing Party's total annual budget in the LIRAP Activity Plan approved by TCEQ. The amount provided for administrative costs must not exceed ten percent (10%) of that total annual budget.

6. Cost Reimbursement. In accordance with the Appropriations Act, TCEQ will provide funding by reimbursing the Performing Party's costs of conducting the LIRAP Activities which are eligible for reimbursement. The TCEQ is responsible to the Texas Legislature and other state agencies to determine whether costs are eligible for reimbursement. Therefore, TCEQ will review the costs of the LIRAP Activities to determine eligibility for reimbursement under the terms of the Contract Documents.

7. Eligible Costs. An eligible cost is a cost of conducting the LIRAP Activities as eligible for reimbursement under the Contract Documents. A payment of funding by the TCEQ, whether in advance of incurring costs or otherwise, does not constitute a TCEQ determination that a cost is eligible for reimbursement.

8. Source of Funds–State. State funds provided for this Contract are appropriated to TCEQ for this purpose under the Appropriations Act (House Bill 1) of the 82nd Texas Legislature at Article VI, TCEQ rider 31.

9. Period of Eligible Costs. In order to be eligible for a reimbursement, costs must occur on or after the Effective Date and on or before any Termination Date. Costs for a LIRAP Activity completed as required are presumed to have occurred during the term of this Contract.

10. TCEQ will pay to the Performing Party funds equal to all eligible Costs incurred by the Performing Party and expended in accordance with the budget approved by the TCEQ, provided that such amounts do not exceed the amount of all designated fees collected between September 1, 2011 and the termination of this Contract within the Performing Party's jurisdiction or, if some eligible counties in a region do not participate, then the amount collected within the region.

11. The TCEQ will authorize reimbursement of the costs of the Performing Party when the Performing Party is in compliance with the requirements of the Contract Documents, the costs are eligible, and appropriated funds are available. Without limitation, none of the following in itself constitutes an entitlement to funds or a guarantee of payment:

    11.1. An estimate or determination of the amount of designated fees available for reimbursement.
    11.2. Approval of a LIRAP Activity Plan including the budget.
    11.3. A payment; regardless of whether paid in advance of incurring a cost or afterwards.

12. In order for costs to be eligible for reimbursement:

    12.1. The Performing Party must demonstrate that it has conducted the Grant Activities and other requirements in accordance with the Contract Documents and that the costs are eligible for reimbursement; and

    12.2. Costs must be determined to be the reasonable, necessary, actual, and allowable costs of conducting an approved Grant Activity in accordance with the requirements of the Contract Documents.

13. In order for TCEQ to determine eligibility of costs, the Performing Party must submit to the TCEQ the following on a quarterly basis within 30 days after the end of the term of the quarter represented in the report:

    13.1. A Financial Status Report on a form in paper copies and in an electronic database format provided by TCEQ detailing all costs of conducting the Grant Activity incurred during the previous reporting period.

    13.2. Supporting documentation for costs attached to the Financial Status Report.

14. The Performing Party must comply with the current TCEQ Financial Status Report processing procedures in effect at the time of submittal. The TCEQ may change or add requirements for processing.

15. The final request for reimbursement shall include a financial status report and a signed release of claims. The release of claims shall be subject to payment of the final request.

16. In addition to the requirements specified in the Contract Documents, the standards for costs to be eligible for reimbursement include those contained in the following, to the extent applicable:

    16.1. The Uniform Grant and Contract Management Act, Section 783.001 et seq. Texas Government Code; The Uniform Grant Management Standards for State Agencies, 1 Texas Administrative Code, Section 5.141 et seq. (UGMS) (allowable costs standards and requirements for grantees);

    16.2. Appropriations Act of the 82nd Texas Legislature Article IX, (Grant-Making Provisions);

    16.3. Chapter 2261, Texas Government Code (pertaining to cost reimbursement contracts);

16.4. Chapter 391 Local Government Code if a sub-grantee or recipient of funds is an entity defined as a Regional Planning Council or Council of Governments, (pertaining to costs for entities defined as Regional Planning Councils);

16.5. Texas Government Code Section 556.0055 (pertaining to lobbying);

16.6. TCEQ Allowable Expenditure Guidelines (pertaining to allowable costs for cost reimbursement contracts and grants);

16.7. 30 TAC Chapter 11 (pertaining to TCEQ contracts) and 30 TAC Chapter 14 (pertaining to grants);

16.8. Other applicable Federal and State rules and statutes;

16.9. Chapter 382, Texas Health and Safety Code and implementation rules of the TCEQ at 30 Texas Administrative Code Chapter 114 Subchapters A and C (pertaining to the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program);

16.10. Appropriations Act of the 82nd Texas Legislature at Article VI, TCEQ Rider 31 (appropriation for LIRAP program);

17. The Performing Party agrees that TCEQ may offset any payments for costs ineligible for reimbursement against any other payment to the Performing Party contemplated by the Contract Documents.

18. Program Income. Funds generated through the use of grant funding, including interest, rebates, fees, and credits, shall be treated as additional grant funds in accordance with UGMS, Article III, Subpart C ___.25(g)(2), and shall be expended in accordance with the requirements of this Contract.

19. No intent to create intellectual property. TCEQ anticipates that performance of the Contract Activities will not require the creation of intellectual property. Accordingly, Section 14.2 of the General Terms and Conditions of this Contract will not be applicable. If the Performing Party at any time determines that the Contract Activities will require creation of intellectual property, including new works incorporating preexisting intellectual property, the Performing Party immediately notifies the TCEQ and will not undertake such activity unless TCEQ provides written authority to proceed.

20. This provision replaces Section 6.3 of the General Terms and Conditions in its entirety:

    6.3 Travel, Other Costs. Costs for travel outside of regularly scheduled Contract activities, including travel outside of the Performing Party or their subcontractor's territorial jurisdiction, must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD.

1.1 **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

1.2 **Renewal and Extension Period.** The Contract may be extended by notice of TCEQ beyond expiration of a Contract Period for up to 90 days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

1.2.1 This Contract is not subject to competitive procurement or grant regulations, and may be amended for Renewal as needed.

2. DEFINITIONS.

2.1 "Include." The word "include" and all forms such as "including" mean "including but not limited to" in the contract and in documents issued in accordance with the contract, such as Work Orders (or Proposals for Grant Activities).

3. AUTHORIZATION.

The Performing Party must obtain a written Notice to Proceed from the TCEQ Contract Manager to start activities. Any performance of the activities prior to the Notice to Proceed is not reimbursable. At its option, TCEQ may issue a limited Notice to Proceed to authorize reimbursement for a portion of the activities.

4. FUNDS.

4.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.

4.1.1 Performing Party will ensure that Article 4.1 is included in any subcontract it awards.

4.2 **Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.

4.3 **Grants.** If this Contract was entered under the TCEQ authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

5. ALLOWABLE COSTS.

5.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.

5.2 **UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of April 22, 2010, is http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. TCEQ Allowable Expenditures Guidelines provide

additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

6. REIMBURSEMENT.

6.1 **Reimbursement Request Deadline.** Performing Party shall submit all requests for payment to TCEQ prior to July 15 of the second fiscal year following the fiscal year, for which the appropriation is made.

6.2 **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to TCEQ's reimbursement requirements.

6.3 **Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

6.4 **Supporting Records**. Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.

6.5 **Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other TCEQ remedy.

7. FINANCIAL RECORDS, ACCESS, AND AUDITS.

7.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

7.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of three years beyond the expiration or earlier termination of this Contract, and three years after the end of any litigation or claims process, including appeals.

8. INDIRECT COST RATE.

8.1 **Authority for Indirect Cost Rates.** The Performing Party shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.

8.2 **Indirect Cost Rate of Contract Activities.** The cost of services provided to TCEQ by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the

budget. A standard indirect cost allowance equal to ten percent (10%) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity.

9. AMENDMENTS.

Changes to the Contract are only effective by a written amendment, signed and agreed to by the Parties.

10. CONTRACT INTERPRETATION.

10.1 **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.

10.2 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

10.3 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

11. PERFORMING PARTY'S RESPONSIBILITIES.

11.1 **Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.

11.2 **Independent Contractor.** Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party. The parties agree that the Performing Party is an independent contractor.

11.3 **Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

11.4 **No Third-Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party

12. PERFORMING PARTY PERFORMANCE EVALUATION.

Performance evaluations are a part of the TCEQ review of Performing Party and may be a factor in the selection of future contracts. TCEQ may provide this information to state agencies and, upon request, to others. Performing Party consents to the disclosure of any information or opinion contained in the evaluations.

13. CONFLICT OF INTEREST.

The Performing Party shall timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

14. INTELLECTUAL PROPERTY.

14.1 **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Scope of Work, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

14.2 **Grant of License**. Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

15. TIME DELAYS.

15.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.

15.2 **Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

16. TERMINATION.

16.1 **Termination for Cause**. TCEQ may, upon 10 days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

16.2 **Termination for Convenience.** TCEQ may, upon 10 days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

16.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of the TCEQ.

17. INSURANCE AND INDEMNIFICATION.

17.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

17.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

18. DISPUTES, CLAIMS, REMEDIES.

18.1 **Payment not a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.

18.2 **Schedule of Remedies available to the TCEQ.** In accordance with Chapter 2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, TCEQ may:

- 18.2.1 Issue notice of nonconforming performance;
- 18.2.2 Reject nonconforming performance and request corrections without charge to the TCEQ;
- 18.2.3 Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- 18.2.4 Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
- 18.2.5 Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- 18.2.6 Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

18.3 **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

18.4 **Cumulative Remedies.** Rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

19. SOVEREIGN IMMUNITY.

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

20. MISCELLANEOUS.

20.1 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

20.2 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County.

20.3 **Publication.** Performing Party agrees to notify TCEQ five days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.

20.4 **Waiver.** With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

20.5 TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

20.6 **Survival of Obligations.** Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract will survive for four years beyond the termination or completion of the Contract; or after the end of a proceeding which was brought under the contract or if TCEQ has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a TCEQ notice to the Performing Party.

20.7 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.

20.8 **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.

20.9 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

20.10 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 TAC 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

CONTRACT BUDGET FOR ACTUAL COST REIMBURSEMENT

ARTICLE 22.1 BUDGET.

1. Authorized budgeted expenditures for Work Performed are as follows:

Budget Item	Cost for Work to be Performed
Personnel/Salary	$ 0
Fringe Benefits	$ 0
Travel	$ 0
Supplies	$ 0
Equipment	$ 0
Contractual	$ 0
Construction	$ 0
Other	$ 0
Indirect Costs	$ 0
TOTAL	

ARTICLE 22.2 NEGOTIATED PREDETERMINED INDIRECT COST RATE.

TCEQ and the Performing Party may negotiate a predetermined indirect cost rate for the term of the contract where the cost experience and other pertinent facts available are deemed sufficient to enable the contracting parties to reach an informed judgment (1) as to the probable level of indirect costs in the Performing Party's programs during the term of the contract, covered by the negotiated rate, and (2) the amount allowable under that predetermined rate would not exceed the actual indirect costs.

The audited indirect rate of the Performing Party for this contract is ____% of [Personnel/Salary or total direct costs. If the Contract does not have an audited indirect rate, Performing Party shall conduct an indirect rate audit for a one-year period within two years of contract signature. When Performing Party has a federal cognizant agency or a state coordinating agency, the Performing Party must submit the indirect rate approved by the federal cognizant agency or state coordinating agency within the past 24 months as the provisional indirect rate. If the audited rate is determined to be in excess of the rate paid by TCEQ, because it may not be feasible for TCEQ to provide additional funding after the audited rate is finalized, the parties agree that that amount will be considered to be a contribution to the project by the performing party.

ARTICLE 22.3 BUDGET CONTROL AND TRANSFERS.

Cumulative transfers among the budgeted direct cost categories must not exceed ten percent (10%) of the current Total Budgeted amount.

ARTICLE 22.4 SUBMITTAL OF PAYMENT REQUESTS.

Unless otherwise stipulated in the Contract, payment requests must be submitted at monthly intervals.

Note: Invoices shall be submitted no later than the last working day in August for each year that is to be invoiced, unless a later time is otherwise approved in writing by TCEQ.

SCHEDULE OF FIXED COSTS FOR REIMBURSEMENT

ARTICLE 22.1 COSTS.

Payment for required Contract Activities performed under this Contract will be based on the following fixed cost(s):

Item	Est. Quantity	Unit Costs	Total
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
	TOTAL BUDGET	$	$

ARTICLE 22.2 ESTIMATES.

The parties agree that this budget is the nearest practicable estimate of the actual cost.

ARTICLE 22.3 SUBMITTAL OF PAYMENT REQUESTS.

Payment requests must be submitted at the interval specified below (whichever is checked; if none is checked, payment requests must be submitted monthly; if more than one is checked, invoices must be submitted when both requirements are met):

- ☐ monthly
- ☐ upon completion of deliverables specified (see _____).
- ☐ upon completion of all Contract Activities
- ☐ other (specify)

47

PROJECT REPRESENTATIVES/ RECORDS LOCATION

Performing Party: Travis County

Contract No.: 582-12-20268

ARTICLE 21.1 TCEQ PROJECT REPRESENTATIVE

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Rick Smathers (Name) — Telephone No.: (512) 239-1406

Project Manager (Title) — 206 (Mail Code) — Facsimile No.: (512) 239-5687

Texas Commission on Environmental Quality
13100 Park 35 Circle, MC-164
Austin, Texas 78753

For Contractual Matters (TCEQ):

Kelly McKee-Brednich (Name) — Telephone No.: (512) 239-2042

Contract Specialist III (Title) — Facsimile No.: (512) 239-1500

12100 Park 35 Circle
Air Quality Division, MC-164
(Mailing Address)

Austin (City) Texas (State) 78753 (Zip Code)

ARTICLE 21.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the Performing Party Project Representative, who is authorized to give and receive communications and directions on behalf of the Performing Party. All communications to the Performing Party will be addressed to the Performing Party Project Representative or his or her designee.

For Technical Matters (County):

_____ (Name) — Telephone No.: ( )

_____ (Title) — Facsimile No.: ( )

_____ (Mailing Address)

_____ (City) Texas (State) (Zip Code)

48

For Technical Matters (Subcontractor, if applicable):

_____ Telephone No.: ( ) _____
(Name)

_____ Facsimile No.: ( ) _____
(Title)

_____
(Mailing Address)

_____ Texas _____
(City) (State) (Zip Code)

For Contractual Matters (County):

_____ Telephone No.: ( ) _____
(Name)

_____ Facsimile No.: ( ) _____
(Title)

_____
(Mailing Address)

_____ Texas _____
(City) (State) (Zip Code)

ARTICLE 21.3 SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted to (whichever is checked):

- ☐ the TCEQ Project Representative.
- ☐ the TCEQ Disbursements Section.

(if neither box is checked, payment requests must be submitted to the TCEQ Project Representative).

49

ARTICLE 21.4 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract. The Performing Party may designate the physical location for record access and review to be with a subcontractor.

Record Location (County or Subcontractor):

_____ Telephone No.: (____) _____
(Name)

_____ Facsimile No.: (____) _____
(Title)

_____
(Physical Address)

_____ Texas _____
(City) (State) (Zip Code)

50

ATTACHMENT A

51

Contract Name: Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No. **582-12-20268**

Attachment A

Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT Form 269a
(TCEQ Form 20248 for Interagency and Interlocal Grants by the Air Quality Division)

1.	STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED:		
2.	GRANT/CONTRACT TITLE:		
3.	PAYEE IDENTIFICATION NUMBER:	4.	RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE) :
5.a.	TCEQ CONTRACT NUMBER:		
5.b.	TCEQ PCR NUMBER, if applicable:		
5.c.	RTI NUMBER (for educational institutions only):		
6.	FINAL REPORT: YES / NO		
7.	ACCOUNTING BASIS: CASH / ACCRUAL		
8.	TOTAL PROJECT/GRANT PERIOD: FROM TO	9.	PERIOD COVERED BY THIS REPORT: FROM TO

10. BUDGET CATEGORIES:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. Personnel/Salary		*		
b. Fringe Benefits				
c. Travel		*		
d. Supplies		*		
e. Equipment		*		
f. Contractual		*		
g. Construction		*		
h. Other		*		
i. Total Direct Costs (Sum a - h)				
j. Indirect Costs				
k. Total (Sum of i & j)				

*List (Itemize) on the appropriate supplemental forms all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with Attachment B of your contract.

**Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Telephone (Area code, number and ext.) Date Submitted

Contract Name: Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No. **582-12-20268**

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS

EQUIPMENT PURCHASES (during this report period)*

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL **EQUIPMENT** EXPENDITURES (must agree with line 10e on Form 20248)			$	

CONTRACTUAL EXPENDITURES (during this report period)*

SUBCONTRACTOR (NAME)	FOR	COST (THIS PERIOD)	TASKS
TOTAL **CONTRACTUAL** EXPENDITURES (must agree with line 10f on Form 20248)		$	

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

Contract Name: Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No. **582-12-20268**

ITEMIZATION OF CONSTRUCTION COSTS

CONSTRUCTION COSTS (during this report period)*

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL **CONSTRUCTION** EXPENDITURES (must agree with line 10g on Form 20248)		$	

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES.

TCEQ Form 20248-2 Revised for Interagency and Interlocal Grants by the Air Quality Division (8/2011) - Page 3 of 6

54

Contract Name: Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No. **582-12-20268**

ITEMIZATION OF SUPPLY AND OTHER COSTS

SUPPLIES PURCHASED (during this report period)*

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL SUPPLY EXPENDITURES (must agree with line 10d on Form 20248)			$	

OTHER EXPENDITURES (during this report period)*

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248)			$	

*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MUST BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED $500.

Contract Name: Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No. **582-12-20268**

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD	TASKS
TOTAL **PERSONNEL/SALARY** EXPENDITURES (must agree with line 10a on Form 20248)		$	

TRAVEL EXPENDITURES (during this report period)*

DESCRIPTION	REASON	COST (THIS PERIOD	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)		$	

* SUBSTANTIATING DOCUMENTATION MUST BE ATTACHED TO THIS FORM.

Financial Status Report Preparation Instructions

1. The PERFORMING PARTY, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms. Unless directed otherwise in the Contract, the PERFORMING PARTY shall submit such payment request documents by not later than twenty-one (21) days after the close of each state fiscal year quarter and the reporting periods shall also correspond to the State of Texas fiscal year quarters (September-November; December-February, March-May; June-August). Each Financial Status Report shall indicate, for each budget sub-category, the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested. A quarterly Financial Status Report is required even if no expenses were incurred during the report period.

2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-1, legible documentation that (1) serves to further identify the specific piece of equipment received or the services provided, (2) clearly identifies the vendor or subcontractor who provided the equipment or services, and (3) that confirms the reimbursable amount listed on the form. In the case of equipment purchases, the attached documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. In the case of subcontractor provided services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.

3. All requests under this Contract for the reimbursement of expenditures that fall within the "Construction" category of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-2, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or subcontractor who provided the construction related materials or services, and (3) that confirms the reimbursable amount listed on the form. The attached documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of subcontractor provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.

4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. In addition, for any single-listed item or service costing $500 or more, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, legible documentation that (1) serves to further identify the specific items or services and costs, (2) clearly identifies the vendor or subcontractor who provided the items or services, and (3) that confirms the reimbursable amount listed on the form. Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information. The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the Scope of Work or PGA, if applicable, that such expenditures support or satisfy. Although no supporting documentation is required to be attached to Supplemental Form 20248-4 with respect to reported "Personnel/Salary" expenditures in order to receive reimbursement, the PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract.
   With respect to employee travel, all costs listed on Form 20248-4 must be supported by attached documentation that identifies the name of the travelers, and that substantiates the reported reimbursable costs. Documentation, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the PERFORMING PARTY-approved travel vouchers, signed by the employees who traveled, and (2) for any travel-related expenses under this contract borne directly by the PERFORMING PARTY (and thus for which reimbursement by the PERFORMING PARTY to the traveler was not required) separate receipts showing, at a minimum, the traveler's name, the travel location, and the travel date(s).

6. When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific contract task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.

Travis County Commissioners Court Agenda Request

Meeting Date: 01/17/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive Planning and Budget
Commissioners Court Sponsor: Judge Samuel Biscoe

AGENDA LANGUAGE:

Discuss and take appropriate action on draft economic development policy for Travis County

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County's economic development policy expired in September 2011. With no current policy Travis County is not able to enter into economic development agreements that involve tax abatements (however, tax rebate agreements are possible with no policy). Attached is a draft economic development policy that was presented to the PBO economic development subcommittee. We are also submitting a copy of the expired policy.

STAFF RECOMMENDATIONS:

PBO is requesting comments and direction for Commissioners Court regarding the policy. PBO expects there will be revisions to the draft which will be presented at a later date for final approval.

ISSUES AND OPPORTUNITIES:

Please see attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leroy Nellis
County Judge's Office	Cheryl Aker

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

FROM: Katie Petersen Gipson, Sr. Planning and Budget Analyst

DATE: January 10, 2012

RE: Draft Economic Development Policy

Travis County's Economic Development Policy expired in September of 2011. In order for the County to enter into tax abatement agreements, and to lay out the County's goals for economic development, PBO recommends a new policy. Attached is a draft policy that was presented to the Economic Development subcommittee in December.

Highlights of the new policy include:

- Creating an application process for new projects that seek incentives,
- Defining desired eligible facilities,
- Clearly outlining required and preferred criteria for these projects,
- Creating a tiered system whereby a project would add on to its percentage of tax relief if the project would go beyond minimum criteria for property value, jobs, green building and hiring/training of economically disadvantaged individuals, and
- A more defined process for consideration and approval of economic development agreements.

At this time PBO is requesting comments and suggestions on the new policy. PBO may make changes to the draft at the Court's direction and present a revised draft for Court approval at a later date.

cc: Mary Etta Gerhardt, County Attorney's Office
Leroy Nellis, PBO

DRAFT POLICY

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY GUIDELINES AND CRITERIA

INTRODUCTION:

Authorization.

(a) General Authorization. The Travis County Commissioners Court ("Commissioners Court") is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Chapter 381[specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.

(b) Tax Abatement Resolution. Travis County has adopted a Resolution stating that Travis County elects to become eligible to participate in tax abatement under LOCAL GOVERNMENT CODE, Section 381.004(g), and applicable portions of TAX CODE, Chapter 312. Travis County also has adopted a resolution stating that Travis County elects to become eligible to participate in tax abatement under TEXAS TAX CODE, Chapter 312. Tax Abatement Agreements which are entered into under LOCAL TEXAS GOVERNMENT CODE, Section 381.004(g) ["381 Tax Abatement Agreement"] shall be subject to the requirements of that statute (which includes limited provision of TEXAS TAX CODE, Chapter 312) and tax abatement agreements which are entered into under TEXAS TAX CODE, Chapter 312 ["312 Tax Abatement Agreement") shall be subject to the requirements of that statute.

28.001 Definitions

(a) "Abatement" means partial exemption from ad valorem taxes of eligible property in a reinvestment zone designated for economic development purposes pursuant to Chapter 312 of the Texas Tax Code, Chapter 381, Texas Local Government Code, and Travis County Code, Chapter 28, "Travis County Economic Development Incentives Policy Guidelines and Criteria and other applicable laws, rules, regulations and policies.

(b) "Agreement" means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction granting or pertaining to an Incentive under this Policy.

(c) "Applicant" means an authorized representative of a legal business entity who requests in writing the consideration of a proposal for Incentives under this Policy.

(d) "Base Year Value" means the taxable value of Eligible Property as certified by the Travis County Appraisal District on January 1 preceding the effective date of the tax Incentive agreement.

(e) "Competitively-Sited Project" means a project where the applicant has completed a written evaluation for assistance by a governmental entity in another location in which

expansion, relocation, or new operations (the project being proposed for Travis County Incentives) are actively being considered by the applicant.

(f) "Comprehensive Plan" means a plan adopted by the Commissioners Court for the long-range development of the unincorporated area of the county used to coordinate and guide the establishment of development policies and regulations and to guide capital improvement programs.

(g) "Convergence Technologies" means the companies engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

(h) "Corporate/professional headquarters" means the main office from which a regional, national, or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human resources, financial operations, advanced information technology operations, consulting, and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.

(i) "Creative Media" means the creation, development, production, and distribution of musical works, motion pictures, television, and other forms of video programming and content, video games, advertising and informational content.

(j) "Economically Disadvantaged" means a Travis County resident with verified income of 200% or less of the current Federal Poverty Guidelines.

(k) "Eligible Property" means all property (real and business personal) subject to assessment by Travis Central Appraisal District ("TCAD") for the determination of ad valorem taxes which is the subject of any Agreement under this Policy. Eligible Property will be limited to: real property on which the facility is located (entire approved site as set forth in the Agreement); the new construction improvements on the site; and new business personal property placed within a facility within the same year the new facility is counted as new construction by TCAD or as agreed to in a specific phasing provision in the Agreement. In no event shall the Incentive granted in any one year exceed the total ad valorem tax revenue received/due Travis County from the company's new construction as certified by TCAD. .

(l) "Employee" means a person:

- whose employment is permanent, full-time (or full-time equivalent - "FTE") and non-seasonal, and

- who is employed by the applicant for Incentive for a minimum of 1,750 hours per year and

- whose employment is reflected in the applicant's report filed with the Texas Workforce Commission ("TWC") December 31 of each year, or other acceptable company generated and certified payroll report or other documentation of employment deemed adequate by County.

It is understood that, in order to receive Incentive based on employment numbers, company must provide documentation that required insurance benefits [see Section 28.003(b)(iii)] are provided.

(m) "FTE" means a full-time equivalent Employee which can be achieved by the combination of no more than three (3) part-time Employees to meet the hourly requirement set forth in Section 28.001(j) for one full-time Employee. Each Employee considered must also meet all other stated requirements (non-seasonal, permanent, provided benefits).

(n) "Green Industries" means companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters, or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation, renewable energy, or alternative fuel technology. "Resource Conservation" includes companies involved in the research, development, and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.

(o) "Healthcare and Life Sciences" means companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.

(p) "Incentive" means the benefit granted under an Agreement entered into pursuant to this Policy and applicable statutes, including tax abatement and tax rebate.

(q) "Manufacturing Facility" means buildings and structures, including fixed-in-place machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(r) "Median Family Income" means the income of Travis County residents as determined by the American Community Survey of the United States Census Bureau for the most recent year available at the time of the applicant's request.

(s) "Rebate" means the reimbursement of ad valorem taxes paid on certain Eligible Property pursuant to an Agreement entered into under this Policy as authorized by Chapter 381, Texas Local Government Code and other applicable laws, rules, regulations and policies.

(t) "Regional Live Entertainment or Fine Arts Facility" means building and structures, including fixed machinery and equipment, used as a venue for live entertainment or

the display of fine arts through the admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

(u) "Research & Development Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes thereto, or current technology in biomedicine, electronics or pre-commercial emerging industries.

(v) "Taxable Value of Eligible Property" means the certified appraised value of eligible property, as finally determined by the Travis County Appraisal District ("TCAD").

28.002 <u>Types of Incentives Authorized</u>

(a) General Process. An Applicant will make application according to Section 28.005 of this Policy. Travis County Planning and Budget ("PBO") will review the application and make recommendation to the Commissioners Court. The Commissioners Court will, at its sole discretion, determine whether to grant the Incentive, the level of Incentive to be granted, and the terms of the Incentive Agreement.

(b) Authorized Facility. In considering an application for Incentives under this Policy, preference will be given to a company if it seeks to locate any of the following within Travis County:

(i) Convergence Technologies Facility;

(ii) Creative Media Facility:

(iii) Green Industries;

(iv) Corporate/Professional Headquarters;

(v) Healthcare and Life Sciences Facility;

(vi) Regional Live Entertainment or Fine Arts Facility; or

(vii) Research and Development Facility.

(viii) A business that will provide substantial opportunities for employment for Economically Disadvantaged Individuals.

(ix) A business located in a Reinvestment Zone (required for tax abatement)

If an Applicant meets any of the requirements in (i) - (ix) above, Applicant may request and be considered for an additional ten percent (10%) above the base Incentive provided for under Section 28.003(c).

(c) Retail Developments. Developments which are primarily for retail may be reviewed on a case-by-case basis to determine eligibility for Incentive, but will not be considered as preferred development proposals.

(d) County Indebtedness. No Incentive shall be approved if the applicant is indebted to the County for past due ad valorem taxes or other obligations.

(e) Exemption. Applicants not meeting the criteria (with the exception of any requirements that are imposed by applicable statutes) but presenting extraordinary circumstances and/or opportunities may make application to the County Judge, with a copy to PBO, which includes a request for an exemption or waiver of Policy requirements. Any application accepted for assessment or any Agreement granted under an exemption or waiver must be approved by a super majority of the full Commissioners Court (4 votes).

(f) Incentive on New Value. Incentives may only be granted for the increase in taxable value of eligible property on or after the effective date of the agreement granting the Incentive if the eligible property is listed by kind or type in an agreement between the County and the applicant, subject to such limitations as Commissioners Court and the Texas Tax Code may require.

(g) Leased Facility. Existing leased facilities will not be eligible for Incentives under this Policy as only new construction will qualify as Eligible Property. If leased property will be utilized for new construction which is granted a tax Incentive, the agreement shall be executed with both the lessor (owner) and the lessee of the land on which the facility is located unless exempted from this requirement by a super majority of the full Commissioners Court (4 votes).

(h) Duration of Incentive. An Incentive agreement between Travis County and an applicant (and, if applicable, the applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years for a tax abatement agreement, and up to but not more than twenty (20) years for a tax rebate agreement.

28.003 <u>Qualifications for Consideration of a Base Incentive</u>.

(a) Minimum Required Criteria. To be eligible for consideration for a base Incentive, a project must:

(i) include an investment in new construction and Eligible Property which will result in the increase in the appraised value of the Eligible property by at least $25,000,000 (as shown by the company's annual tax rendition, a copy of which will be provided to County)by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the agreement is completed or the year in which the Incentive begins; and

(ii) not solely or primarily have the effect of transferring employment from one part of the County to another.

A proposal which meets the above minimum criteria will be considered an "Eligible Project." This establishes initial eligibility but does not ensure the granting of Incentives by Travis County.

(b) Preferred Criteria. Preference for Incentive and increased percentages of Incentive will be given to proposal which include one or more of the following:

(i) increase full-time (or FTE) non-seasonal employment for at least 50 Employees within the time period or periods set forth in the agreement;

(ii) Be competitively-sited;

(iii) Have a human resources benefits policy:

(A) meeting all applicable federal requirements

(B) with the company contributing to health benefits for all " Employees" and Employee family members and

(C) meeting or exceeding the standard set by Chapter 1508 of the Texas Insurance Code ["Healthy Texas"].

(iv) fill at last 50% of its positions for the project with Travis County residents.

(c) Base Incentive. An eligible project may receive a base Incentive (rebate or abatement) of up to 50% of ad valorem taxes on new value of Eligible Property if the Applicant shows an investment which has the result of increasing the taxable value of Eligible Property by at least Twenty-Five Million Dollars ($25,000,000.00) with the percentage determined as follows:

Base Incentive			
Up to 25%	$25 million - $100 million		
Up to 37.5%	$100 million - $200 million		
Up to 50%	$200 million <		

(d) Failure to Meet Requirements. No Incentive shall be given for any year in which the Eligible Project fails to meet the contractually-defined minimum new value requirements set forth in the agreement.

28.004 <u>Additional Incentive Above Base</u>. No Incentive will be granted that exceeds eighty percent (80%), ***regardless of the total "above base" requirements that an applicant may fulfill.***. Additional Incentives above the base may be considered as follows:

(a) Jobs. An additional Incentive of up to ten percent (10%) may be granted based on Employee jobs created as follows:

50 - 100 jobs	3%
100 - 200 jobs	6%
more than 200 jobs	10%

(b) LEED Certification. An additional Incentive of up to five percent (5%) may be given for Leadership in Energy and Environmental Design (LEED®) certification as follows:

(i) Level of Certification. If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U.S. Green Building Council ("USGBC") seeking LEED Certification, then the County's Planning and Budget Office ("PBO") may recommend approval of an additional Incentive based upon the level of certification obtained after completion of construction:

Additional Incentive	LEED Certification Level
Up to 2%	Basic "Certified" Level
Up to 3%	Silver Level
Up to 4%	Gold Level
Up to 5%	Platinum Level

(ii) Registration. Applicant must be registered with USGBC seeking LEED Certification, prior to submitting its application for additional LEED Incentive to the County. The additional Incentive for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the applicant and acceptable documentation provided to County of that certification..

(c) Location - Additional Incentive for Locating an Eligible Project in a Travis County Regional Activity Center or Conservation Development. If an Eligible Project is located in a Regional Activity Center identified in the County's Comprehensive Plan or in a Conservation Development that conforms to the provisions of the County's Conservation Development Ordinance (Travis County Code Chapter 82, Subchapter A), an additional Incentive of up to five percent (5%) may be granted. A specific Regional Activity Center or Conservation Development must be identified in the Agreement approved by the Commissioners Court and cannot be added at a later date.

(d) Economically Disadvantaged Hiring/Training. Additional Incentive for Training and Hiring of Economically Disadvantaged Residents may be granted as follows:

(i) If an applicant pursues the training and/or hiring of economically disadvantaged Travis County residents through either:

(A) providing needs-based scholarships covering at least 50% of the full tuition cost of a degree or certification (with "tuition" being defined to include all required fees, books and actual tuition costs) to Economically Disadvantaged individuals. (Option A), or

(B) providing full time employment to participants Employees in any needs-based scholarship program or workforce training program approved by Travis County (Option B),

an additional Incentive of up to ten percent (10%) may be granted. Applicant must provide scholarships or employment to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment. For example, if Applicant will have 200 full-time Employees, Applicant would have to either fund 20 scholarships (Option A) or hire 20 Economically Disadvantaged employees (Option B) to qualify for the additional 10% Incentive.

(ii) Option A. If an applicant pursues Option A above, the administration of the needs-based scholarship must be provided through an institute of higher education, an independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs-based scholarship shall be provided by the educational or workforce training program administering the program.

(iii) Option B. If an applicant pursues Option B above, verification of the employment of economically disadvantaged Travis County residents shall be met through documentation by the applicant that:

(A) the full time Employees have been recipients of any qualifying needs-based scholarship within the last four years or

(B) the full time Employees have completed a workforce training program approved by Travis County within the last four years.

(iv) Amendment to Agreement. At the request of the applicant and at the discretion of the Commissioners Court a "Training and Hiring Incentive" provision may be added as an amendment to a prior Incentive Agreement approved by Commissioners Court. Additional Incentive will only be granted effective as of the date of the fully executed amendment.

28.005 <u>Application</u>.

(a) Application Process. Any current or potential owner or lessee of taxable property in the County may request an Incentive by filing a completed application with the County Judge, with a copy to PBO, prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for Incentive and PBO will begin the assessment pursuant to this Policy. PBO may request additional information and clarification from the Applicant as necessary to complete the application. PBO, in consultation with the County Judge, will create an assessment of the proposal and make a best effort to respond to a completed application within 30 days of receiving the completed application. The response will include notification by PBO which either:

(i) Notifies the applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or

(ii) Notifies the applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.

(b) Application Package. Components of a complete Application Package establishing minimum qualifications for a base Incentive. shall consist of:

(i) A completed Travis County Application form (Exhibit 1 of this Policy);

(ii) A non-refundable check in the amount of $1,000 payable to Travis County;

(iii) A completed narrative prepared in accordance with the template provided in the County Application including but not limited to:

(A) An "Investment Budget" detailing components and costs of the real property improvements and fixed-in-place improvements (Eligible Property) for which Incentive is requested, including type, number, economic life, and eligibility for a tax exemption granted by the Texas Commission on Environmental Quality ("TCEQ"), if known;

(B) A map and legal description of the property/properties, if a location or alternate locations have been identified;

(C) A time schedule for undertaking and completing the proposed improvements;

(D) A ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in party by applicants, as defined in "Environmental and Worker Safety Qualification;"

(E) If Applicant is applying as a "competitively-sited project, Applicant will provide an affidavit affirming that the application is a competitively-sited project and acknowledging that documentation confirming the competitive process will be provided to County if an Incentive is granted by Travis County;

(F) Information pertaining to the reasons that the requested tax Incentive is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting assertion that "but for" an Incentive, the stated project could not be constructed in the County):

(G) Copies of the report filed with the TWC for December 31 of each year, documenting the current number of full-time (or FTE) non-seasonal

employees, and full-time Contractor Employees (or any other company-generated and certified payroll report or other documentation of employment for the previous year deemed adequate by County), if any, at the time the application is submitted;

(H) Financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the applicant; and

(I) Certification prepared by County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for Incentive above base may be included if the Applicant desires those proposals to be considered or will be requested on a case by case basis.

(c) Additional Information Required for a Leased Facility. The applicant shall provide with the application the name and address of the lessor and lessee and a draft copy of the proposed lease, or option contract. In the event a lease or option contract has already been executed with the owner of site, the document should include a provisions whereby Incentive applicant may terminate such contract or lease in the event that the County does not grant a Incentive. Leased property will only be considered for Incentives as to the Eligible Property being proposed.

(d) County Assessment of Application. A "complete application" will be an application which includes all information deemed necessary by County to make a full assessment of the proposal. Upon receipt of a completed application, PBO shall determine whether a project meets the minimum threshold for consideration by the Travis County Commissioners Court for a base Incentive and any additional Incentive under these guidelines and criteria. If PBO determines that the threshold has been met, the department shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session. County will make every effort to offer the application for consideration by the Commissioners Court within 30 days of receiving the completed application. If after deliberation the Court wishes to move forward with consideration of the application, the Court shall make its best effort to schedule a public hearing within 60 days of receiving the application. If the request is for an Incentive in the form of tax abatement, at the next regularly scheduled voting session of the Court following the public hearing (or the earliest date possible), the Court shall consider creation of a reinvestment zone and negotiation of a tax abatement agreement with the applicant in accordance with the Tax Code.

(e) Previous Construction or Improvements. The County shall not establish a reinvestment zone or enter into an Incentive agreement if it finds that an application was received after a project commenced construction or installation of improvements.

28.006 Public Hearing & Approval

(a) Resolution Designating Reinvestment Zone. The Commissioners Court may not adopt a resolution designating a reinvestment zone for the purposes of considering approval of a tax abatement agreement until it has held a public hearing at which interested persons are entitled to speak and present evidence for or against the proposed action. Notice of the hearing shall be clearly identified on the Commissioners Court agenda at least 13 days prior to the public hearing and the public hearing shall be held in accordance with applicable law.

(b) Variance. Any variance from these guidelines must be approved by a vote of a super-majority of the full Commissioners Court (4 votes).

(c) Conformance. In entering into an Incentive agreement, the Court must find that the terms of the proposed agreement conform to these Guidelines and Criteria and that:

(i) there will be no substantial adverse effect on the provision of the jurisdiction's services or tax base; and

(ii) the planned use of the property will not constitute a hazard to public safety, health or morals.

(iii) the terms meet the requirements of all applicable federal, state and local laws, rules, regulations and policies.

(d) The Commissioners Court will consider the proposed application for any Incentive in a regularly scheduled voting session with opportunity for public comment.

28.007 Agreement

(a) Agreement Terms. After approval of the proposal, the County may negotiate and execute an agreement with the owner of the facility (or lessee, where applicable) as required by this Policy and applicable law which shall include:

(i) A requirement that the applicant annually submit to PBO:

(A) a January employee count for the Eligible Project which is the subject of the Agreement which corresponds to employee counts reported in the facility Employer's Quarterly Report to the TWC (or other acceptable company-generated and certified payroll report or other documentation of employment deemed adequate by County) for the quarter most recently ended at calendar year-end, and

(B) a separate notarized letter certifying the number of jobs created as a direct result of the improvements which are the subject of the Incentive Agreement, the number of employees in other facilities located within Travis County, and the compliance with the environmental and worker safety

requirements in the Agreement for the preceding calendar year, as of January 1.
(C) a copy of the tax bill for the year for which Incentives are claimed (for tax rebate only) and proof of payment.

(D) other reporting data and documentation necessary to confirm compliance with all terms and conditions of the Agreement.

Submission of all required reporting information shall be used to determine Incentive eligibility and shall be subject to audit if requested by the governing body. Failure to submit will result in the ineligibility to receive an Incentive; and

(ii) A requirement that the owner or lessee will (a) obtain and maintain all required permits and other authorizations from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waster; and (B) seek a permit from the TCEQ for all grandfathered units on the site of the facility by filing with the TCEQ, within three years of receiving the Incentive, a technically complete application for such a permit.

(iii) A requirement that the applicant provide to PBO within one month of executing the Agreement documentation confirming the Eligible project was in fact part of a competitively-sited process where applicable. Documentation may include, but shall not be limited to: (a) documentation (correspondence or financial information)presented to the applicant by other taxing jurisdictions; and (b) results of a competitive site survey conducted by applicant (or consultant for the applicant). Failure to provide this documentation confirming a competitively-sited process will make any Incentive agreement null and void or subject to a reduction in Incentive , as determined by the Commissioners Court.

(b) Timing of Agreement. Travis County will make all reasonable efforts to execute an Agreement within ninety (90) days of the Court's approval to commence negotiations.

(c) Other Terms. The Agreement must include all terms and conditions required by applicable law.

28.008 <u>Assignment</u>

An Incentive Agreement may be assigned to a new owner or lessee of a facility with the written consent of the Commissioners Court, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment shall be to an owner that continues the same improvements or repairs to the property (except to the extent such improvements or repairs have been completed), and continues the same use of the facility as stated in the original Agreement with the initial applicant. No assignment shall be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

28.009 Non-Compete Agreements

An Incentive shall not be granted for projects whose competitive siting consists only of taxing jurisdictions that have agreed with the County to forego the use of tax incentives in competing with the County for such projects.

28.010 Exceptions and Amendments

Exceptions made to eligibility requirements for specific applicants or amendments affecting all applicants may be made to this policy by a super-majority of the Court.

28.011 Sunset Provision

These Guidelines and Criteria are effective _____, 2011 , and will remain in force until _____, 201___, at which time all Incentive contracts created pursuant to these provisions will be reviewed by the County to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed, or eliminated.

EXPIRED POLICY AS OF 09/11

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY
GUIDELINES AND CRITERIA FOR
TAX REBATE AND TAX ABATEMENT AND OTHER INCENTIVES

TABLE OF CONTENTS

28.001 Authorization
- (a) General Authorization
- (b) Tax Abatement Resolution

28.002 Purpose and Method
- (a) General Purpose
- (b) Method
- (c) Waiver and Modification of Requirements
- (d) Limitations

28.003 Definitions

28.004 Guidelines and Criteria
- (a) Required Elements
  - (i) Commissioners Court Finding
  - (ii) Maximum Incentive Amount
  - (iii) Improvements
  - (iv) Description of Improvement Terms
  - (v) Access
  - (vi) Usage
  - (vii) Recapture
  - (viii) Terms
  - (ix) Annual Certification
  - (x) Failure to Comply
  - (xi) Legal Compliance
  - (xii) Environment
  - (xiii) Notice - 312 Tax Abatement Agreements
- (b) Requirements With Discretionary Elements
  - (i) Minimum Capital Investment
  - (ii) Employment
    - A. Minimum
    - B. Increased Incentive Levels
  - (iii) Current Developments
- (c) Additional Criteria for Consideration in Granting Approval and Determining Maximum Incentive Amounts
  - (i) Minority Participation/HUB Participation
  - (ii) Housing
  - (iii) Public Transportation
  - (iv) Open space for gathering, public seating, etc.
  - (v) Environmental attractiveness
  - (vi) Commitment to clean air initiatives
  - (vii) Parking
  - (viii) Number of acres involved in the development
  - (ix) Amount of square footage to be included in the completed development
  - (x) Other public benefits
  - (xi) Innovative design
  - (xii) Best practice design
  - (xiii) Location
  - (xiv) Additional community improvement

(d) Waiver of Requirements and Limitations
  (i) Waiver
  (ii) Limitations
(e) Commissioners Court Determination
(f) Incentive Amount
  (i) Rebate
  (ii) Abatement
  (iii) Rebate/Abatement Base
  (iv) Amount
(g) Term
(h) Compliance With Law
(i) Completion/Termination
  (i) Completion
  (ii) Early Termination
  (iii) Default/Cure
  (iv) Recapture
(j) Taxation
(k) Reports
(l) Reinvestment Zone - Abatement Agreements
  (i) 381 Tax Abatement Agreements
  (ii) 312 Tax Abatement Agreements

28.005 Application/Request for Incentives
(a) Applicant
(b) Application
(c) Additional Information
(d) Confidentiality of Proprietary Information

28.006 Process
(a) Review of Application/Request for Incentives
(b) Agreement Approval

28.007 Agreement Terms and Provisions

28.008 Termination
(a) Event(s) of Termination
(b) Refund/Recapture

28.009 Administration
(a) PBO
(b) TCAD
(c) Information

28.010 General Provisions
(a) Assignment
(b) Agreement Amendment

28.011 Sunset Provision
(a) Duration
(b) Policy Changes

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY
GUIDELINES AND CRITERIA
FOR TAX REBATE AND TAX ABATEMENT AND OTHER INCENTIVES

Adopted by Order of the Commissioners Court: _____, 2009.

28.001 Authorization.

(a) General Authorization. The Travis County Commissioners Court ("Commissioners Court") is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Chapter 381[specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.

(b) Tax Abatement Resolution. Travis County has adopted a Resolution stating that Travis County elects to become eligible to participate in tax abatement under LOCAL GOVERNMENT CODE, Section 381.004(g), and applicable portions of TAX CODE, Chapter 312. Travis County also has adopted a resolution stating that Travis County elects to become eligible to participate in tax abatement under TEXAS TAX CODE, Chapter 312. Tax Abatement Agreements which are entered into under LOCAL TEXAS GOVERNMENT CODE, Section 381.004(g) ["381 Tax Abatement Agreement"] shall be subject to the requirements of that statute (which includes limited provision of TEXAS TAX CODE, Chapter 312) and tax abatement agreements which are entered into under TEXAS TAX CODE, Chapter 312 ["312 Tax Abatement Agreement") shall be subject to the requirements of that statute.

28.002 Purpose and Method.

(a) General Purpose. The purpose of this Policy is to establish the guidelines and criteria under which Travis County can develop and administer a program to stimulate and encourage business activity in Travis County in order to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring capital intensive projects to Travis County.

(b) Method. The purpose of this Policy is also to establish guidelines and criteria for economic development utilizing both a rebate and abatement approach to tax incentives. This Policy establishes guidelines and criteria under which the County may enter into tax rebate and tax abatement agreements as a part of the County's Economic Development Program established under this Policy in order to further the economic development of Travis County.

(c) Waiver and/or Modification of Requirements. The Commissioners Court retains the right to waive or modify any of the requirements of this Policy, with the exception of Section 28.004(a)(xii), which cannot be waived, by approving terms in an agreement entered into under this Policy that differ from the Policy when the Court determines that the waiver and/or modification is:

- necessary in order to serve the public interest,
- will allow an agreement which will continue to meet the intent of this Policy, and
- will not violate any applicable statutory requirements.

The above subsection 28.002(c) notwithstanding, NO waiver or modification of a requirement to a 312 Tax Abatement Agreement can be made by the Commissioners Court if such waiver or modification is not allowed by TEXAS TAX CODE, Chapter 312 in relation to that agreement.

(d) **Limitation.** The adoption of these guidelines and criteria for a 312 Tax Abatement Agreement does not:

- limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement;
- limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax abatement; or
- create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for tax abatement.

28.003 **Definitions.** Under the Travis County Economic Development Program Policy ("Policy"), these words have the following meaning:

(a) **"Abatement"** means the full or partial release from payment of ad valorem taxes on certain real and tangible personal property under this Policy.

(b) **"Abatement/Payment Term"** means that time period beginning on the Completion Date and ending on the Termination Date of the Agreement. If the Commissioners Court approves completion of a Project in phases, then the Abatement/Payment Term will begin with the Completion Date of the first phase.

(c) **"Abatement/Payment Year Value"** means the value assessed by the Travis County Appraisal District ("TCAD") for the purpose of the payment of Travis County Ad Valorem Taxes on the Property for any tax year included in the Abatement/Payment Term of the Agreement.

(d) **"Ad Valorem Taxes"** means those property taxes assessed by the by TCAD on eligible property within Travis County.

(e) **"Agreement"** means a contract entered into under this Policy between the County and Company.

(f) **"Agreement Funds"** means all money paid to or abated for a Company pursuant to the terms of the Agreement entered into under this Policy; also, the amount by which Ad Valorem taxes which would have been paid by Company is abated or rebated pursuant to the terms of the Agreement.

(g) **"Agreement Term"** means that time period commencing on the date the Agreement is signed by all parties (also "Effective Date") and continuing until the Termination Date (as defined herein and/or in the Agreement).

(h) **"Company"** means the authorized individual or business entering into an Agreement with County under this Policy.

(i) **"Completion Date"** means the date of issuance of the Certificate of Occupancy for the Project. If the County approves completion of the Project in phases, there may be a different Completion Date for each approved phase; however, the Abatement/Payment Term will begin running as of the Completion Date of the first phase.

(j) **"Economically Disadvantaged Individual"** means an individual who:

(i) for at least three months before employment with a qualified business was unemployed; or

(ii) receives public assistance benefits, such as welfare payments, food stamp payments and local approved medical assistance, based on need and intended to alleviate poverty; or

(iii) is economically disadvantaged as defined by the Job Training Partnership Act, Sec. 4(8) [129 USC, Sec. 1503(8)]; or

(iv) is an individual with a disability, as defined by 29 USC, Sec. 706(8); or

(v) is an inmate as defined by TEXAS GOVERNMENT CODE, Section 498.001; or

(vi) is entering the workplace after being confined in a facility operated by the institutional division of the Texas Department of Criminal Justice or under contract with the Texas Department of Criminal Justice, or such facility operated by Travis County; or

(vii) has been released by the Texas Youth Commission and is on parole, if state law provides for such a person to be on parole; or

(viii) meets the current low income or moderate income limits developed under the U. S. Housing Act of 1937, Sec. 8 (42 USC sec. 1437f, et seq.).

(k) **"Effective Date"** means the date that all parties to an Agreement entered into pursuant to this Policy have fully executed the Agreement.

(l) **"Effective Year Value"** means the value assessed by TCAD for the purpose of the payment of Travis County Ad Valorem taxes on the Property for the tax year including the Effective Date of the Agreement.

(m) **"PBO"** means the Travis County Planning and Budget Office.

(n) **"Project"** means the proposed development as specifically described by the Company in the application/request for incentives and the Agreement.

(o) **"Property"** means the land (real property) on which the Project will be developed.

(p) **"TCAD"** means the Travis Central Appraisal District.

(q) **"Termination Date"** means the end of the time period specified under the Agreement.

28.004 Guidelines and Criteria The Commissioners Court will use the following criteria as specified herein as a baseline for evaluation of applications and other requests for economic incentives which may be provided under this Policy:

(a) **Required Elements**. The following elements are considered to be of vital importance in implementing the County policy related to economic development and, as such, should be included in any Agreement entered into under this Policy, with terms in the Agreement stating that compliance with these requirements is mandatory. However, upon findings by the Court in compliance with Section 28.002(c) of this Policy as amended above, the Court may waive and/or modify requirements as listed in this Section 28.004(a) as deemed necessary, except for the requirement under Section 28.004(a)(xii), which cannot be waived. With that limitation, the following requirements are recommended for every agreement entered into pursuant to this Policy:

It is understood that any provision of the Policy that is based on statutory requirement, then provision may be waived or modified only to the extent allowed by applicable law.

(i) Commissioners Court Finding. An agreement cannot be entered into unless the Commissioners Court finds: that the terms of the agreement and the Property subject to the agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

(ii) Maximum Incentive Amount. In no event will the percentage of the tax abatement or rebate exceed 80%.

(ii) Ownership. The Company must own or plan to own the Property in order to enter into an Agreement under this Policy. Incentives will not be granted relative to leased property. Property that is owned or leased by a person who is a member of the Commissioners Court is excluded from abatement/rebate under this Policy, and Company will warrant that none of the Property subject to the agreement is owned or leased by a member of the Commissioners Court.

(iii) Improvements. Incentives provided under this Policy shall be granted for new facilities and structures and for the expansion or modernization of existing facilities and structures. New development at an existing site may be considered for benefits under this Policy. In order for expansion or modernization to qualify for incentives, such expansion or modernization must be accomplished to such an extent that substantial value is added to the ad valorem tax base, and cannot be cosmetic only in nature.

(iv) Description of Improvement Terms. The agreement must list the kind, number and location of all proposed improvements of the Property.

(v) Access. The agreement must provide for access and authority for County employees to enter the Property and inspect to ensure that the improvements or repairs are made according to the terms of the Agreement, and that the Company is in compliance with all other terms and conditions of the Agreement. Representatives of Company shall be permitted to attend the inspections. The inspections shall be preceded by twenty-four (24) hours notice, shall be conducted so as not to interfere with the business operations of the Company, and shall comply with the Company's reasonable safety standards. County may make ongoing inspections/ monitoring visits under these same conditions throughout the Agreement Term to ensure ongoing compliance.

(vi) Usage. The agreement must limit the uses of the Property consistent with the general purpose of encouraging development or redevelopment of the Property during the Agreement Term.

(vii) Recapture. The agreement must provide for recapture of property tax revenue lost as a result of the Agreement if: the Company fails to make the improvements or repairs as provided by the Agreement; the agreement is terminated, with recapture pursuant to Section 28.004(i); and under other applicable provisions of this Policy.

(viii) Terms. The agreement must contain each term of the Agreement.

(ix) Annual Certification. The Agreement must require the Company to certify annually to the Commissioners Court that the Company is in compliance with the applicable terms of the Agreement.

(x) Failure to Comply. The agreement must provide that the Commissioners Court may cancel or modify the agreement if the Company fails to comply with the Agreement.

(xi) Legal Compliance. The agreement must include provisions requiring that all applicable County and City codes and ordinances must be met and inspection take place in a timely manner; that the Company will make all hiring decisions in compliance with the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990; and that the Company will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, age or handicapping condition.

(xii) Environment. The agreement must require that all Projects shall be completed and maintained in a manner which preserves and respects the natural environment by maintaining green space as set forth in a plan approved by the governmental entity having jurisdiction, as

evidenced by written documentation from that entity. Company shall not violate any federal, state or local legislation and/or regulations which prohibit or regulate deleterious effects on the environment within the Project. The Property may NOT be located over an environmentally sensitive aquifer or contributing zone.

(xiii) Notice - 312 Tax Abatement Agreement. The Commissioners Court shall deliver to the presiding officer of the governing body(or designated officer or employee) of each other taxing unit in which the property subject to the 312 Tax Abatement Agreement is located a written notice that the County intends to enter into the agreement not later than the seventh (7th) day before the date on which the County will enter into the agreement. Such notice must include a copy of the proposed agreement.

The above requirements [Section 28.004(a)(i) - (xiii)] will NOT be subject to waiver or change in a 312 Tax Abatement Agreement where those provisions are required bylaw.

(b) **Requirements With Discretionary Elements**. While the following elements will be required in each agreement under this Policy, the Commissioners Court may, at its sole discretion, limit or waive the extent to which each is applied.

(i) Minimum Capital Investment. Subject to the discretionary ability of the Commissioners Court as set forth in this Policy, the Company's new capital investment (value of property subject to Travis County Ad Valorem taxation) must be no less than One Hundred Million Dollars ($100,000,000.00). The purchase price of Property will not be included in this total capital investment amount. There MUST be substantial capital investment made by any company in order to participate in the Economic Development Program established under this Policy; however, the minimum amount may be waived to an extent determined by the Court under certain circumstances as approved by the Court as be determined on a case by case basis.

(ii) Employment

(A) Minimum. Subject to the discretionary ability of the Commissioners Court as set forth in this Policy, within twelve (12) months of the Completion Date, the Project must create at least 500 new, permanent, full-time equivalent jobs. The Project must result in the creation of a substantial number of new, full-time jobs in the County within a specified time period; however, the minimum number may be waived and the time period changed to an extent determined by the Court under certain circumstances as approved by the Court on a case by case basis.

(B) Increased Incentive Levels. Consideration for maximum abatement/rebate amounts may be given to Projects which will create new, permanent full-time equivalent jobs which will be filled by individuals which meet the criteria to be deemed an Economically Disadvantaged Individual or which meet criteria for certain salary and/or educational/training requirements ("Career Development Employees") as defined in this Policy and under the terms of the Agreement. Terms of the Agreement will define the specific requirements related to these employment requirements in a manner which will encourage the hiring of individuals at a level which will bring persons out of poverty and into a career path with potential for upward mobility leading to self-sufficiency.

(iii) Current Developments. Consideration of proposals for incentives under this Policy shall be granted only for Projects where no specific development-related action, as determined by the Commissioners Court, has taken place prior to such consideration. The intent of the Policy is to attract new investment and development to Travis County, not to grant benefits to development already underway. The existence of an approved Master Plan will NOT be considered to be "specific development-related action" so as to exclude an applicant under this Policy.

(c) **Additional Criteria for Consideration in Granting Approval and Determining Maximum Incentive Amounts**. The application or other submission for consideration under this Policy must include evidence of the Company's ability to comply with all applicable terms of this Policy. In reviewing the Company's application/request for economic development incentives under this Policy, the Commissioners Court will give weight (both as to approval and amount of incentive) to proposals which include elements for additional community development, including the following:

(i) Minority Participation/HUB Participation. Company shall use good faith efforts (and shall encourage its agents and contractors to use good faith efforts) to take reasonable steps to ensure HUBs ("Historically Underutilized Businesses," as defined under the applicable County policy) the maximum opportunity to be subcontractors for the Project.

(ii) Housing - availability of affordable housing, as defined by County.

(iii) Public Transportation - availability, access and accompanying amenities. As applicable, Company shall coordinate and cooperate with relevant transportation entities to maximize availability within the Project of public transportation opportunities and amenities, such as sidewalks.

(iv) Open space for gathering, public seating, etc.

(v) Environmental attractiveness

(vi) Commitment to clean air initiatives

(vii) Parking

(viii) Number of acres involved in the development

(ix) Amount of square footage to be included in the completed development

(x) Other public benefits to be derived from the development of the Project

(xi) Use of innovative design practices, including esthetic consideration, landscaping, architecture, etc.

(xii) Best Practice Design. Plans to complete the project utilizing best practices in urban design as established by professionals in that area in the community, and shall include adequate parking.

(xiii) Location. The proposed development will take place within a geographic location of Travis County that has been determined to be a historically economically disadvantaged area, as determined by the Commissioners Court, and that the development will result in business development, job creation and retention, community improvement, cultural and educational advancement, and enhancement of quality of life.

(xiv) Additional Community Improvement. Company will be considered for the maximum incentive amount authorized under this Policy based upon Company's proposal and compliance with the base agreement requirements for amount of investment. improvements, employment, etc., and requirements for performance in other areas as agreed to, including the following:

- provision of a high level of benefits to all employees, including: medical, dental, employee assistance, life insurance, short and long-term disability, dependent care, tuition reimbursement, stock participation, sabbatical leave, vacation, sick leave, flexible spending, 401K savings plans, etc.

- creation of a significant number of jobs which require educational levels and provide salary that would effectively encourage the hiring of low-income workers into jobs which will create or lead to self-sufficiency.

- provision of services to encourage/ensure upward mobility of low-income workers once hired.

- provision of effective training and educational opportunities for employees and potential employees.

- willingness to recruit and hire locally and to promote the local company workforce from within.

- commitment to work with local workforce development entities.

- commitment to work with local educational institutions (K-12, community colleges, universities, etc.) to assist in development of curriculum which will enhance training for real jobs existing within the industry.

- commitment to reimburse employees for educational and training costs related to upward mobility.

- commitment to community participation in the forms of: volunteer work, including school mentoring; contributions to local educational institutions, particularly to fund purchase of equipment related to job training and contribution of such equipment; provision of speakers, written materials and other assistance related to job training, etc.,

- creation of summer jobs for interns and local education professionals.

- provision of services to low-income and at-risk youth.

- provision of other services or contributions to the community related to economic development as agreed to by the parties.

(d) **Waiver of Requirements and Limitations**.

(i) Waiver. The Commissioners Court retains the option of considering proposed projects for receipt of incentives under this Policy which do not meet certain requirements of this Policy as deemed necessary by the Commissioners Court, so long as the Commissioners Court finds that the Project as proposed will encourage, develop and stimulate economic development, producing additional tax revenue, job opportunities, affordable housing and/or small business opportunities for Travis County and so long as the proposal meets those requirements set forth in Section 28.004(a).

(ii) Limitations. The adoption of this Policy does not:

- limit the discretion of the Commissioners Court to decide whether to enter into a specific agreement;

- limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for an agreement under this Policy; or

- create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for an agreement under this Policy.

- prevent the continued negotiation and completion of agreements approved by the Commissioners Court in principal under the previous Economic Development Policy.

(e) **Commissioners Court Determination**. This Policy sets forth the minimum guidelines and criteria to be considered in any application/request for receipt of benefits under this Policy. However, nothing in this Policy confers any right to receive benefits under this Policy, nor does this Policy in any way limit the authority of the Commissioners Court to grant or refuse to grant any application/request submitted under this Policy. Each application/request will be considered on a case-by-case basis, and the decision by the Commissioners Court will be final.

(f) **Incentive Amount**.

(i) Rebate. The Commissioners Court may grant Company a payment equal to up to 80% (as described herein) of the difference between the-Ad Valorem taxes paid by the Company on the Effective Year Value and the Ad Valorem Taxes assessed and/or paid on the Abatement/ Payment Year Value reflecting the improvements made by the Company pursuant to the agreement and this Policy. The percentage amount will be determined based upon the amount of public economic benefit determined by the Commissioners Court to be derived from the Project as presented by the Company in its application/request and other criteria as set forth under this Policy. The formula for the County's annual payment shall be:

(Abatement/Payment Year A.V. Taxes - Effective Year A.V. Taxes) X % of Incentive = County Annual Payment/Abatement

A Company MUST acknowledge and agree in the agreement that, should that the payment/ rebate/abatement method of the agreement be found to be invalid by a court of competent jurisdiction: (1) the agreement will be terminated; (2) all amounts paid/rebated/abated to Company will be paid back to County pursuant to this Policy and the agreement; and (3) County will be released and from any and all liability of any kind related to the agreement.

(ii) Abatement. The Commissioners Court may grant Company exemption from taxation on a portion of the value of the real property or of tangible personal real property located on the real property, or both, on the condition that the Company make specific improvements or repairs to the Property and meet other requirements pursuant to this Policy and the agreement terms.

(iii) Rebate/Abatement - Base. The rebate/abatement of real property shall be based upon the extent that the value for the year of rebate/abatement exceeds the value of the year in which the agreement is executed. The rebate/abatement of tangible personal property located on the real property in each year is limited to tangible personal property OTHER THAN that tangible personal real property that was located on the real property at any time before the agreement term, and OTHER THAN inventory or supplies.

(iv) Amount. Company may be granted a rebate on or abatement of ad valorem taxation in an amount equal to the following, based upon the amount of the Company's investment:

Investment	% Rebate/Abatement
100 million	up to 50%
101-500 million	up to 75%
over 500 million	up to 80%

In no event will any economic incentive be granted in a percentage exceeding 80%.

(g) **Term**. The Agreement Term shall be as set forth in the specific agreement entered into under this Policy. The Payment Term under an agreement for rebate shall not exceed a period of twenty (20) years; The Abatement Term under an agreement for tax abatement *(both 381 and 312)* shall not exceed a period of ten (10) years. The Abatement portion of the agreement for tax abatement may take effect on January 1 of the net tax year after the date the improvements or repairs are substantially completed.

(h) **Compliance With Law**. The development of any Project under this Policy must be done in a manner which meets all applicable Federal, State, County and City laws, codes, ordinances, rules and regulations and permit requirements.

(i) **Completion/Termination**.

(i) Completion. An Agreement under this Policy will be considered completed and will terminate at the end of the term specified in the Agreement or when any cause for termination has occurred pursuant to this Policy and/or the terms of the Agreement.

(ii) Early Termination. In the event of termination of any Agreement entered into under this Policy prior to the completion of all terms of any Agreement, pursuant to this Policy and/or the Agreement, County shall notify Company of termination and all future obligations of County under the Agreement shall cease. Upon notice of termination, Company shall refund to County any and all Agreement Funds paid to Company or exempted from payment by Company up to the time of termination pursuant to the terms of the Agreement.

(iii) Default/Cure. If Company is determined by County to be in default, County shall notify Company in writing, and if such default is not cured within thirty (30) days of notice, then the agreement may be terminated. County and Company may agree in writing to extend the time period for cure. In the event that the cure is not completed in a manner that is satisfactory to County and the agreement is terminated by County, County shall have the right to recapture all of the money paid to Company under a rebate agreement or exempted from payment by Company under an abatement agreement.

(iv) Recapture. In the event that the Company either (1) allows its ad valorem taxes owed to the City, County, Austin Community College and/or any school district or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) is in default according to the terms and conditions of the agreement and fails to cure within the time period allowed; or, (3) if the payment/ rebate/ abatement portion of the agreement is ruled invalid by a court of competent jurisdiction, the agreement then may be terminated and all taxes previously abated or rebated by virtue of the agreement will become due and payable no later than sixty (60) days after termination. County shall give Company written notice of recapture under this provision and refund shall be paid no later than thirty (30) days after such notice is given or sixty (60) days after termination, whichever comes last. County shall have all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for collection of delinquent property taxes. County, at its sole discretion, has the option to provide a payback schedule.

(j) **Taxation.** Throughout the Agreement Term, the Company shall be subject to all applicable taxation.

(k) **Reports.** Company shall provide such report(s) as determined necessary by County to document and ensure compliance with the terms of the Agreement. Such reports shall be submitted to the Travis County Planning and Budget Office ("PBO") Executive Manager in the format provided by County. County will have the right to monitor and audit findings in all reports as necessary to confirm compliance with the terms of this Policy and the Agreement. Company will certify the authenticity and accuracy of each report submitted under the Agreement.

(l) **Reinvestment Zone - Abatement Agreements**.

(i) 381 Tax Abatement Agreements. Under Section 381.004(g), TEXAS LOCAL GOVERNMENT CODE, The Commissioners Court is authorized to develop and administer an economic development program utilizing tax abatement agreements with certain terms which are to be governed, to the extent practicable, by Sections 312.204, 312.205 and 312.211 of the TEXAS TAX CODE; also, in administering tax abatement the Commissioners Court is authorized to act as if it were a governing body of a municipality. Pursuant to that provision, the Commissioners Court will, when practicable and allowed by law, designate a Reinvestment Zone pursuant to Section 312.201, TEXAS TAX CODE, or will utilize a Reinvestment Zone created by another authorized taxing entity. Where designation of a Reinvestment Zone is determined not to be practicable, the Commissioners Court will review and evaluate the Property being proposed for development utilizing the criteria set forth for establishing a Reinvestment Zone under Chapter 312, TAX CODE, to determine that the Property does substantially meet the guidelines and criteria for establishing said Reinvestment Zone.

(ii) 312 Tax Abatement Agreements. A Reinvestment Zone must be designated in order to enter into a 312 Tax Abatement Agreement. The Commissioners Court may designate as a reinvestment zone an area of the county that does not include area in the taxing jurisdiction of a municipality. If an area does not include area in the taxing jurisdiction of a municipality, the Commissioners Court may proceed to designate a Reinvestment Zone pursuant to TEXAS TAX CODE, Section 312.401, and other applicable provisions, if:

- the Commissioners Court provides notice of a public hearing which is published in a newspaper having general circulation in the County; and which is delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone;
- the Commissioners Court holds a public hearing where interested persons are allowed to speak and present evidence for or against the designation;
- the Commissioners Court finds that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property and would contribute to the economic development of the County.

The designation of the reinvestment zone expires five years after the date of the designation and may be renewed for periods not to exceed five years; expiration will not affect existing agreements.

(m) 312 Tax Abatement Agreements. 312 Tax Abatement Agreements will be subject to all applicable provisions of TAX CODE, Chapter 312. It is understood that there may be additional requirements for 312 Tax Abatement Agreements which do not apply to 381 Tax Abatement Agreements.

28.005 Application/Request for Incentives.

(a) **Applicant**. Any present or potential owner of taxable real property in Travis County may make application/request for incentives under this Policy by filing an application with PBO or through other means as acceptable to the County.

(b) **Application**. Company should provide a completed application to County, in a form acceptable to County, at the earliest possible date, either initially, or prior to negotiation of the agreement. That application shall consist of a written request which includes:

(i) A statement of the expected total capital investment to be made.

(ii) A statement setting forth proposals relevant to the applicable requirements of this Policy.

(iii) A general description of the new improvements to be undertaken, with a description list of the improvements and property for which incentives are requested.

(iv) A legal description of the Property to be included, total acreage involved and a map showing the Property and intended improvements.

(v) A time schedule for undertaking and completing the proposed improvements. This schedule shall include the expected date of commencement of construction and the expected date of completion of construction. Completion of any Project in phases will only be allowed when specifically authorized by the Commissioners Court. If the Commissioners Court approves completion of the Project in phases, the above dates will be specified as to each phase. The Agreement will contain limitations on the time periods in which the Company must commence and complete the Project.

(vi) Description of other benefits to Travis County as a result of the proposed development.

(c) **Additional Information**. Travis County may request additional information as a part of the application process as deemed necessary in order to fully evaluate the application/request and may waive certain requirements where deemed unnecessary to properly evaluate the request.

(d) **Confidentiality of Proprietary Information**. Information that is provided in the application or request for a 312 Tax Abatement Agreement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the Property is confidential and not subject to public disclosure until the 312 Tax Abatement Agreement is executed. That information in the custody of the County after the agreement is executed is not confidential under TEXAS TAX CODE, Section 312.003.

28.006 Process.

(a) **Review of Application/Request for Incentives**. The application/request for incentives will be reviewed by County, and may be placed on the Commissioners Court agenda for public discussion of the application/request and related matters.

(b) **Agreement Approval**. An agreement proposed under this Policy will be placed on the agenda of the Commissioners Court and may be approved by an affirmative vote of the majority of the members at a regularly scheduled meeting of the Commissioners Court.

28.007 Agreement Terms and Provisions. Any Agreement entered into under this Policy shall include statements indicating the requirement of full compliance with the provisions of this Policy, and such other terms and conditions as deemed necessary by the Commissioners Court and agreed to by the Company.

28.008 Termination. Subject to Section 28.004(i), agreements entered into under this Policy are subject to termination as follows:

(a) **Event(s) of Termination**. An Agreement under this Policy may terminate or be terminated for the following reasons:

(i) Company and County successfully complete all terms and conditions of the Agreement.

(ii) Company fails to comply with required terms of the Agreement.

(iii) The payment/rebate/abatement method of the agreement is found invalid by a court of competent jurisdiction.

(b) **Refund/Recapture.** If the Agreement is terminated under the terms of this Policy and/or the Agreement, Company shall refund to County all Agreement Funds that have been paid to Company or abated from payment by Company pursuant to the terms of this Policy and/or the Agreement.

28.009 Administration.

(a) **PBO**. Agreements entered into pursuant to this Policy shall be administered by PBO.

(b) **TCAD**. Valuation of Property shall be determined by TCAD annually.

(c) **Information.** Company shall provide County through PBO with all information required for County to determine and ensure compliance with every term of the Agreement.

28.010 General Provisions

(a) **Assignment.** Agreement may be assigned to a new Company only with prior written approval of County. Company may assign to a subsidiary corporation or other affiliate entity without approval of County, so long as Company shall remain responsible and obligated to County for the performance of its obligations under the Agreement. Written notice of such assignment shall be provided to County prior to the assignment. No assignment shall be approved if the assignor or assignee are indebted to County for Ad Valorem taxes or other obligations.

(b) **Agreement Amendment**. Amendment of any Agreement under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and provisions of the amendment reflect provisions which could have been included in the original Agreement under this Policy. Requests for amendments shall be submitted to PBO. A 312 Tax Abatement Agreement may not be amended to extend beyond ten (10) years from the date of the original agreement.

28.011 Sunset Provision.

(a) **Duration.** This Policy is effective upon the date of approval by the Commissioners Court and will remain in force for two years. At the end of two years, the Court may modify, renew or eliminate this Policy. If the Commissioners Court does not take action to renew or modify this Policy, the Policy will be terminated at the end of the two year period. Action taken (or not taken, resulting in the Policy's termination) under this provision will not impact any agreements or obligations already in effect under this Policy. Such agreements and/or obligations will continue in full force and effect until completed or terminated.

(b) **Policy Changes**. During the two year period of effect of this Policy under 28.011(a), this Policy may be amended or repealed only by a four-fifths vote of the Commissioners Court.

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning & Budget
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

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 $501,307.66, for the period of December 30 to January 5, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of $501,307.66.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – $501,307.66

REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499
Diane Blankenship, 854-9170
Leroy Nellis, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	January 17, 2012
TO:	Members of the Travis County Commissioners Court
FROM:	Dan Mansour, Risk Manager
COUNTY DEPT.	Human Resources Management Department (HRMD)
DESCRIPTION:	United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.
PERIOD OF PAYMENTS MADE:	December 30, 2011 to January 5, 2012
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$501,307.66
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 $501,307.66.

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

DECEMBER 30, 2011 TO JANUARY 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:	January 17, 2012
TO:	Susan Spataro, County Auditor
FROM:	Dan Mansour, Risk Manager
COUNTY DEPT.	Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:

FROM:	December 30, 2011
TO:	Januaray 5, 2012

REIMBURSEMENT REQUESTED: $ 501,307.66

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,001,103.93
bank withdrawal correction	$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: January 10, 2012	$	(497,081.54)
	$	-
October 5, 2010 adj	$	135.10
Adjust to balance per UHC	$	0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	**$**	**501,307.66**
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	**$**	**501,307.66**

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 $33,103.70) 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 ($71,336.90) 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 ($66.96).

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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

Diane Blankenship 1/9/12
Diane Blankenship, Director, HRMD Date

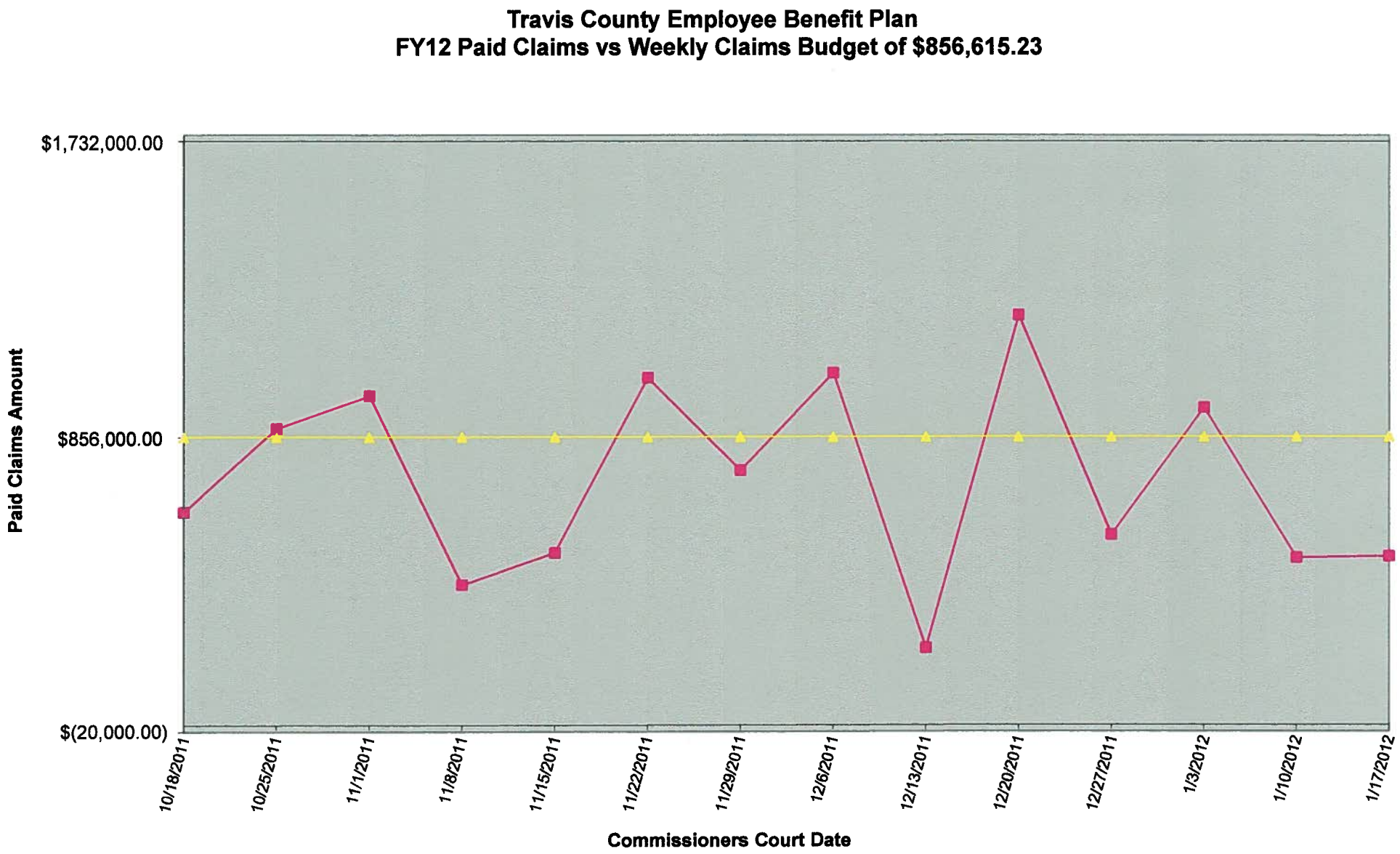
Dan Mansour 1-6-12
Dan Mansour, Risk Manager Date

Cindy Purinton 1-6-12
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 1/6/12
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.

Updated 1/12/12, 3:20 p.m.



2

Updated 1/12/12, 3:20 p.m.

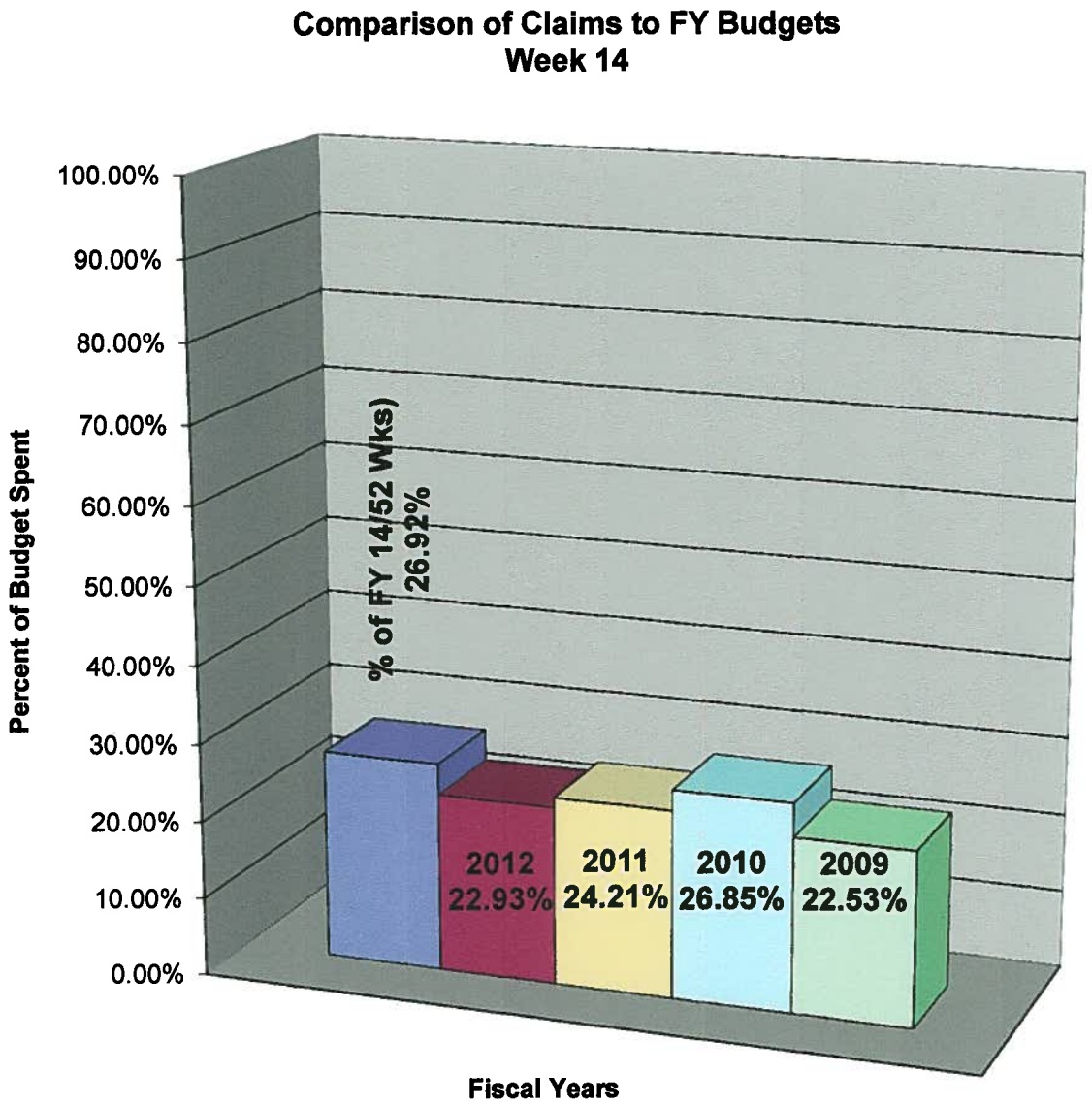
Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2012 % of Budget Spent	FY 2011 % of Budget Spent
1	9/30/2011	10/6/2011	10/18/2011	$ 633,677.95	$ 856,615.23	2	$ 84,383.56	1.42%	1.14%
2	10/7/2011	10/13/2011	10/25/2011	$ 882,462.44	$ 856,615.23	1	$ 34,434.26	3.40%	3.65%
3	10/14/2011	10/20/2011	11/1/2011	$ 978,780.20	$ 856,615.23	1	$ 85,633.00	5.60%	4.76%
4	10/21/2011	10/27/2011	11/8/2011	$ 417,495.82	$ 856,615.23	0	$ -	6.54%	7.22%
5	10/28/2011	11/3/2011	11/15/2011	$ 513,031.56	$ 856,615.23	1	$ 25,354.52	7.69%	8.28%
6	11/4/2011	11/10/2011	11/22/2011	$ 1,031,570.27	$ 856,615.23	0	$ -	10.01%	10.69%
7	11/11/2011	11/17/2011	11/29/2011	$ 757,171.26	$ 856,615.23	2	$ 166,108.32	11.71%	12.20%
8	11/18/2011	11/24/2011	12/6/2011	$ 1,045,944.29	$ 856,615.23	1	$ 29,029.81	14.05%	14.23%
9	11/25/2011	12/1/2011	12/13/2011	$ 229,111.51	$ 856,615.23	0	$ -	14.57%	15.77%
10	12/2/2011	12/8/2011	12/20/2011	$ 1,217,952.91	$ 856,615.23	4	$ 166,327.24	17.30%	17.99%
11	12/9/2011	12/15/2011	12/27/2011	$ 565,509.10	$ 856,615.23	1	$ 30,240.78	18.57%	19.10%
12	12/16/2011	12/22/2011	1/3/2012	$ 942,710.54	$ 856,615.23	0	$ -	20.69%	21.81%
	12/23/2011	12/29/2011	1/10/2012	$ 497,081.54	$ 856,615.23	3	$ 90,452.62	21.80%	22.62%
	12/30/2011	1/5/2012	1/17/2012	$ 501,307.66	$ 856,615.23	1	$ 33,103.70	22.93%	24.21%

Paid & Budgeted Claims to Date	$ 10,213,807.05	$ 11,992,613.23
Paid Claims less Total Weekly Budget		$ (1,778,806.18)

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

Updated 1/12/12, 3:20 p.m.



4

Norman McRee

From: SIFSFAX@UHC.COM
Sent: Friday, January 06, 2012 12:18 AM
To: Norman McRee
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-01-06 REQUEST AMOUNT: $1,001,103.93

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: 2012-01-05		$1,720,322.21
- REQUIRED BALANCE TO BE MAINTAINED:	$2,668,041.00	
+ PRIOR DAY REQUEST:	$00.00	
= UNDER DEPOSIT:	$947,718.79	
+ CURRENT DAY NET CHARGE:	$53,385.14	
+ FUNDING ADJUSTMENTS:	$00.00	
REQUEST AMOUNT:	$1,001,103.93	

ACTIVITY FOR WORK DAY: 2011-12-30

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$128,278.63	$00.00	$128,278.63
5972	$551.60	$00.00	$551.60

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_01_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	1.75	QG	20656595	AA	11	12/30/2011	100	1/4/2012	1/5/2012
701254	632	1.75	QG	20653350	AI	3	12/29/2011	100	1/3/2012	1/5/2012
701254	632	1.75	QG	50677958	A	11	12/30/2011	100	1/4/2012	1/5/2012
701254	632	1.75	QG	20653350	AA	11	12/29/2011	100	1/3/2012	1/5/2012
701254	632	1.69	QG	20653350	AH	11	12/29/2011	100	1/3/2012	1/5/2012
701254	632	1.49	PH	62706444	AI	46	12/23/2011	20	1/5/2012	1/5/2012
701254	632	1.08	QG	90996590	AH	1	12/30/2011	100	1/4/2012	1/5/2012
701254	632	1.00	PH	72228485	AH	11	12/22/2011	20	1/5/2012	1/5/2012
701254	632	0.86	QG	80663280	AH	1	1/3/2012	100	1/5/2012	1/5/2012
701254	632	0.68	QG	50682347	AH	7	1/3/2012	100	1/5/2012	1/5/2012
701254	632	0.56	28	5364517	AI	1	12/29/2011	50	1/4/2012	1/5/2012
701254	632	0.19	PH	62646725	AH	8	12/16/2011	20	1/3/2012	1/5/2012
701254	632	0.01	QG	10673613	AH	1	12/30/2011	100	1/4/2012	1/5/2012
701254	632	0.01	QG	10673613	AH	8	12/30/2011	100	1/4/2012	1/5/2012
701254	632	0.01	QG	10673613	AE	8	12/30/2011	100	1/4/2012	1/5/2012
701254	632	0.01	QG	10673613	AE	9	12/30/2011	100	1/4/2012	1/5/2012
701254	632	(7.87)	NN	1800288	AA	5	1/5/2012	200	1/3/2012	1/5/2012
701254	632	(24.09)	PH	33348393	AH	3	12/24/2011	50	1/3/2012	1/5/2012
701254	632	(35.00)	QG	10066224	AH	1	12/30/2011	50	1/6/2012	1/5/2012
		501,307.66								

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 01/05/2012

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

Total: $0.00

7

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 1/5/2012

TYPE		MEMBER TYPE	TRANS_AMT	
CEPO				
	EE			
		526-1145-522.45-28	**75,580.36**	
	RR			
		526-1145-522.45-29	**2,777.43**	
Total CEPO				$78,357.79
EPO				
	EE			
		526-1145-522.45-20	**62,210.72**	
	RR			
		526-1145-522.45-21	**31,164.49**	
Total EPO				$93,375.21
PPO				
	EE			
		526-1145-522.45-25	**307,262.24**	
	RR			
		526-1145-522.45-26	**22,312.42**	
Total PPO				$329,574.66
Grand Total				$501,307.66

Travis County Commissioners Court Agenda Request

Meeting Date: 1/17/2012
Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

REQUIRED AUTHORIZATIONS:
Todd Osburn, Human Resources Management Department, 854-2744
Diane Blankenship, Human Resources Management Department, 854-9170
Leroy Nellis, Planning and Budget Office, 854-9106
Cheryl Aker, County Judge's Office, 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

January 17, 2012

ITEM # :

DATE: January 6, 2012

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: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

LN/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
Comm Pct 4	3	Office Spec Sr* ** Part-time	12 / $23,400.00	12 / $23,400.00
District Atty	265	Investigator	67 / Step 1 / $65,047.84	67 / Step 1 / $65,047.84
District Clerk	57	Court Clerk Asst	11 / Minimum / $26,417.46	11 / Minimum / $26,417.46
HHS	57	Case Worker*	15 / Level 3 / $37,710.40	15 / Level 3 / $37,710.40
HHS	109	Case Worker	15 / Level 3 / $37,710.40	15 / Level 3 / $37,710.40
HHS	274	Social Worker	17 / Level 5 / $45,552.00	17 / Level 5 / $45,552.00
Sheriff	314	Cadet**	80 / Step 1 / $34,594.77	80 / Step 1 / $34,594.77
Sheriff	325	Cadet**	80 / Step 1 / $34,594.77	80 / Step 1 / $34,594.77
Sheriff	652	Security Coord	12 / Minimum / $28,262.42	12 / Minimum / $28,262.42
Sheriff	1624	Security Coord	12 / Level 6 / $33,342.40	12 / Level 6 / $33,342.40
Sheriff	1633	Security Coord	12 / Minimum / $28,262.42	12 / Minimum / $28,262.42
Sheriff	1808	Security Coord	12 / Level 1 / $29,099.20	12 / Level 1 / $29,099.20
Sheriff	1866	Security Coord	12 / Minimum / $28,262.42	12 / Minimum / $28,262.42
TCCES	28	Office Spec*	10 / $28,434.80	10 / $28,434.80
TNR	288	Park Maint Worker*	7 / $26,124.80	7 / $26,124.80

*Temporary to Regular ** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
HRMD	20041	Benefits Asst I	12 / $15.00	12 / $15.00	02
Tax Collector	50053	Administrative Asst I	11 / $12.70	11 / $12.70	05
Tax Collector	50054	Administrative Asst I	11 / $12.70	11 / $12.70	05
Tax Collector	50064	Administrative Asst I	11 / $12.70	11 / $12.70	05

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

TEMPORARY APPOINTMENTS					
Dept.	**Slot**	**Position Title**	**Dept. Requests Grade/Salary**	**HRMD Recommends Grade/Salary**	****Temporary Status Type Code**
Tax Collector	50113	Administrative Asst I	11 / $12.70	11 / $12.70	05
Tax Collector	50114	Administrative Asst I	11 / $12.70	11 / $12.70	05
****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Constable 2	49	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	$45,177.18	$48,720.67	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	274	Cadet* / Grd 80	Corrections Ofcr / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1372	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1831	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	$43,826.02	$47,636.78	Career Ladder. Peace Officer Pay Scale (POPS).
*** Actual vs Authorized**						

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Juvenile Probation	497	Juvenile Rsdntl Trt Ofcr I* / Grd 12	Juvenile Rsdntl Trt Ofcr II / Grd 13	$30,804.80	$32,345.04	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**
Juvenile Probation	Slot 11 / Juvenile Probation Div Mgr / Grd 22 / $71,431.15	**Juvenile Probation**	Slot 152 / Juvenile Probation Div Mgr / Grd 22 / $71,431.15	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 152 / Juvenile Probation Div Mgr / Grd 22 / $61,044.54	**Juvenile Probation**	Slot 11 / Juvenile Probation Div Mgr / Grd 22 / $61,044.54	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 14 / Business Analyst I / Grd 21 / $53,497.60	**Sheriff**	Slot 367 / Business Analyst III / Grd 25 / $68,095.87	Promotion. Pay is at minimum of pay grade.
Sheriff	Slot 1435 / Sergeant Corrections / Grd 88 / $85,772.96	**Sheriff**	Slot 1429 / Corrections Ofcr Sr / Grd 83 / $59,545.41	Demotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1880 / Certf Peace Ofcr Sr / Grd 84 / $63,481.39	**Sheriff**	Slot 1722 / Risk Safety Spec II / Grd 20 / $63,481.39	Promotion. Transition from Peace Officer Pay Scale to Classified Pay Scale. Pay is between midpoint and max of pay grade, retains current pay.
*** Actual vs Authorized**				

THIS SECTION LEFT BLANK INTENTIONALLY.

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
District Clerk	58	Court Clerk Asst / 11745	NE	11	Court Clerk I / 13746	NE	13
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Roger Jefferies, County Executive, Justice and Public Safety
Elected/Appointed Official/Dept. Head: Roger Jefferies, County Exec., Justice and Public Safety
Commissioners Court Sponsor: Sam Biscoe, Travis County Judge

AGENDA LANGUAGE:

RECEIVING BRIEFING ON ACTIVITIES OF THE AUSTIN/TRAVIS COUNTY HATE CRIMES TASK FORCE

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Austin/Travis County Hate Crimes Task Force was officially launched on December 15th, 2010. Conveners included Austin Anti-Defamation League, Austin City Council members Sheryl Cole, Laura Morrison, and Randi Shade as well as the Community Justice Council led by David Escamilla (Travis County Attorney) and Rosemary Lehmberg (Travis County District Attorney). More than 70 persons representing 40 different organizations/departments participated in that discussion and reached consensus to form a local Hate Crimes Task Force initiative. (See attached.)

STAFF RECOMMENDATIONS:

Staff recommends regular updates to the Commissioners Court on the activities of the Hate Crimes Task Force. And on behalf of the Hate Crimes Task Force invites participation in their work by any elected or appointed officials and Travis County staff.

ISSUES AND OPPORTUNITIES:

This is an opportunity to have input into a forum that fosters open dialogue about hate and discrimination and strengthens the bonds of our community

through prevention, response and restoration. The vision of the Task Force is a respectful community free of hate. The next meeting of the full Hate Crimes Task Force is on January 19, from 3:30 to 5:30 at 811 Barton Springs Road.

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact anticipated.

REQUIRED AUTHORIZATIONS:

Rosemary Lehmberg, Travis County District Attorney
David Escamilla, Travis County Attorney
Karen Gross, Austin Anti-Defamation League

Austin/Travis County
Hate Crimes Task Force

Austin/Travis County
Hate Crimes Task Force

Vision: A respectful community free of hate.

Mission: To create a forum that fosters open dialogue about hate and discrimination and strengthens the bonds of our community through prevention, response and restoration.

Adopted 04-14-11

History of Austin/Travis County Hate Crimes Task Force:

The Austin/Travis County Hate Crimes Task Force was officially launched on December 15th, 2010 in response to a violent hate crime incident that occurred in downtown Austin in February 2010. Conveners of the task force meeting included Austin Anti-Defamation League, Austin City Council members Sheryl Cole, Laura Morrison, and Randi Shade) as well as the Austin/Travis County Community Justice Council led by David Escamilla (Travis County Attorney) and Rosemary Lehmberg (Travis County District Attorney).

The first meeting was held in December 2010 and more than 70 persons representing 40 different organizations/departments participated in that discussion and reached consensus to form a local Hate Crimes Task Force initiative. A Steering Committee was created of stakeholders to bring back recommendations regarding structure, work processes and scope of work.

The second meeting was held in April 2011 and the Steering Committee brought forward their recommendations to the Task Force on April 14th, 2011 for endorsement including a draft vision and mission statement, recommendations for work processes as well as creation of Work Groups to develop action/work plans for key objectives to help us achieve our vision. The Work Groups also reported out key findings to date that they discovered during the development of their recommendations.

In September 2011, the Steering Committee and Work Groups reported back to the task force their recommended goals and objectives for the work groups, as well as reviewed 2010 hate crimes data for Austin/Travis County, discussed a recent high profile double homicide that was related to hate/bias, and discussed development of an interim community response plan that will help us respond quickly as a community to any hate or bias/motivated incident. See the last page of this update for the Work Group goals and activities.

The fourth A/TC Hate Crimes Task Force meeting is scheduled for January 19th, 2012. The Steering Committee and Work Groups will be once again updating their activities to date including discussing recommendations about a community education campaign around hate prevention and other community activities around prevention of hate, receiving feedback from a focus group with youth about their experiences around hate/bias motivated incidents as well as discussion and feedback from a restorative process used (Community Circles) with past victims of hate/bias motivated incidents which included other effected communities (advocates, families, etc.).

Timeline of A/TC Hate Crimes Task Force Initiative:

February 20, 2010: Hate incident occurs

March-Nov. 2010: Conveners for a hate crime initiative identified and plans made for first meeting

Dec. 15th, 2010: First A/TC HCTF meeting held

Jan.-Mar. 2011: Steering Committee formed and recommendations developed for work plans, processes, and structure

April 14th, 2011: Second meeting of A/TC HCTF

May-Aug. 2011: Work Groups formed and work plans developed

Sept. 15th, 2011: Third meeting of A/TC HCTF

Oct.11-Jan. 12, 2012: Work Groups began activities

Jan. 19th, 2012: Fourth meeting of A/TC HCTF scheduled

Structure/Work Processes/Roles of A/TC HCTF:

The A/TC Hate Crimes Task Force has a three tiered structure with the Task Force providing policy guidance and consensus recommendations for any activities. The Steering Committee provides day to day oversight of project and includes the chairs of the work groups. The Work Groups is where the activities are occurring and where we encourage all levels of community involvement:

Task Force:

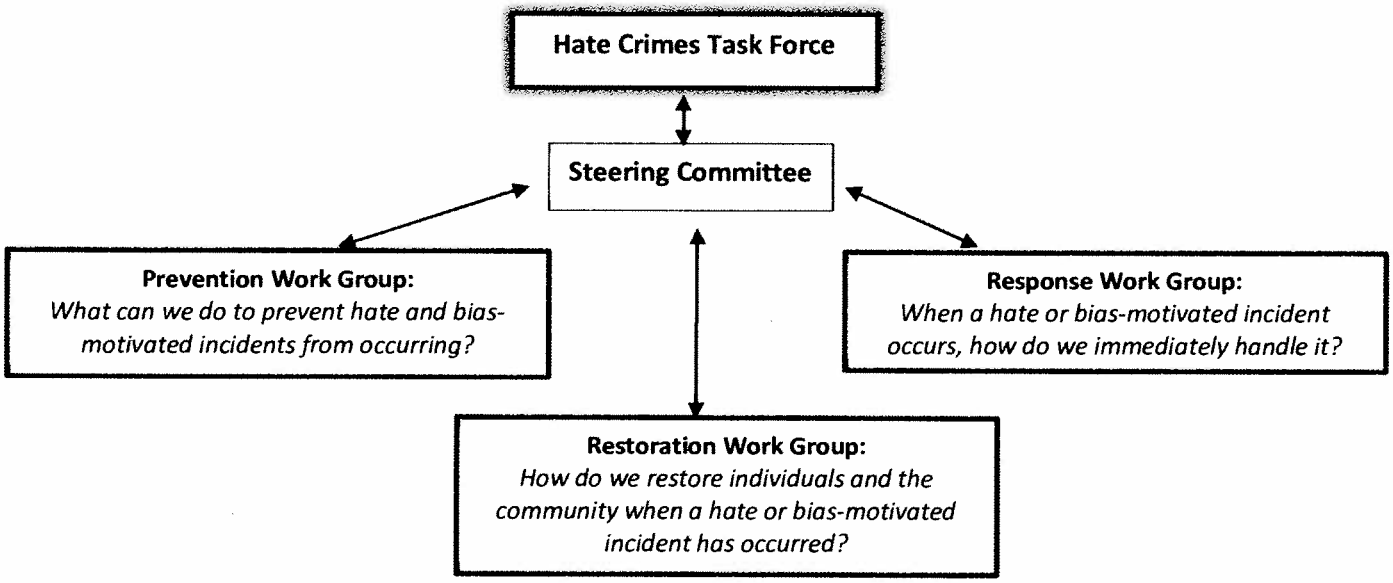
- Comprised of representatives (policy makers or designees) from each organization participating in the Initiative.
- Provides guidance for the project and reaches consensus on recommendations for the project.
- Will meet at least three times a year (and as needed): Jan, Sept and May.

Steering Committee:

- Comprised of members of the Task Force or their designee who have volunteered to participate.
- Provides day-to-day oversight of the project.
- Meets bi-monthly or as needed.

Work Groups:

- Identifies and prioritizes specific strategies and activities for each respective theme.
- Comprised of stakeholders who volunteer to participate (from Task Force or their organizations or any volunteer wanting to work on that item or issue).
- Meets monthly or more depending on their work plan/timeline.



How to Learn More about This Initiative or To Get Involved:

For Overall Initiative Information, Contact:

Karen Gross Anti-Defamation League kgross@adl.org 512-249-7960 or 512-799-0348

To Join a Work Group:

Prevention Work Group:
Chairs: **Lisa Scheps** lisa@transtexas.org or **Angela Ward** angela.ward@austinisd.org

Response Work Group:
Chair: **Chuck Smith** chuck@eqalitytexas.org

Restoration Work Group:
Chairs: **Steven McCormick** steven.mccormick@ci.austin.tx.us or **Tom Spencer** tspencer@interfaithtexas.org

Austin/Travis County
Hate Crimes Task Force

Prevention Work Group Goals

(What can we do to prevent hate and bias motivated incidents from occurring?)

A/TC Hate Crimes Task Force Prevention Work Group Goals	
Goal 1:	Enhance the community's understanding of personal bias (power/privilege) so individuals have greater empathy and acceptance with those different from themselves.
Goal 2:	Connect youth with anti-bias education and tools so they are active participants in fostering acceptance and respect.
Goal 3:	Work with Parents, educators (public and private) and the community to identify and mitigate the consequence of bias
Goal 4:	Increase participation in the prevention work group from a cross-section of our diverse community.

Response Work Group Goals

(Focused on response that occurs within one week after a hate or bias motivated incident is reported)

A/TC Hate Crimes Task Force Response Work Group Goals	
Goal 1:	Enhance the law enforcement response to hate and bias motivated incidents so all relevant information is gathered and victim needs are met.
Goal 2:	Identify victims' immediate needs in hate and bias motivated incidents to address what their safety, security, physical and psychological/emotional health needs are.
Goal 3:	Develop stakeholder response to hate and bias motivated incidents to create a collaborative cross-community response.
Goal 4:	Enhance the prosecutions response to hate and bias motivated incidents to promote a fair and just disposition.
Goal 5:	Improve the data collection of hate and bias motivated incidents to more accurately reflect their nature and frequency, and develop strategies for incident reduction.
Goal 6:	Make recommendations for legislative and/or policy changes.
Goal 7:	Increase participation in the work group from a cross-section of our diverse community.

Restoration Workgroup Goals

(How do we restore the individuals and the community when a hate or bias-motivated incident has occurred?)

A/TC Hate Crimes Task Force Restoration Workgroup Goals	
Goal 1:	Develop a community engagement process that will engage citizens with conversations to help us understand what the community expects for restoration as it relates to hate and bias motivated incidents.
Goal 2:	Develop a restorative toolkit for community stakeholders to help facilitate and promote growth and healing within our community when hate and bias motivated incidents occur.
Goal 3:	Develop a guide to restoration for secondary and higher education schools to help facilitate and promote growth and healing within campuses and districts when hate and bias motivated incidents occur.
Goal 4:	Increase participation from a cross-section of our diverse community.
Goal 5:	Identify what victim's long-term needs are in hate and bias motivated incidents to address their safety, security, physical, psychological and emotional health.

Goals adopted 09-15-11

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 20112
Prepared By/Phone Number: John Pena, CTPM; Marvin Brice, CPPB
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language:
APPROVE TWELVE-MONTH EXTENSIONS (MODIFICATION NO. 1) TO THE FOLLOWING CONTRACTS FOR WATER DAMAGE REMEDIATION, MOLD DAMAGE REMEDIATION AND DECONTAMINATION SERVICES:

(A) NO. 11K00092JE, BLACKMON MOORING OF TEXAS, INC. (PRIMARY CONTRACTOR)

(B) NO. 11K00144JE, BELFOR USA GROUP, INC. (SECONDARY CONTRACTOR)

Ø **Purchasing Recommendation and Comments:**

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

These contracts require the vendor to provide water damage remediation, mold damage remediation and decontamination services throughout the county.

The proposed modification will extend the contracts for an additional twelve months through February 28, 2013. This extension is permitted in accordance with Section 00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled, “Option to Extend.”

Ø **Contract Expenditures:** Within the last 11 months $41,944.30 has been spent against these contracts.

Ø **Contract Modification Information:**

Modification Amount: N/A (As needed basis)
Modification Type: Annual Contract
Modification Period: March 1, 2012 through February 28, 2013.

Ø **Solicitation-Related Information:** N/A

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

Ø **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:

Ø **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A
☒ Funding Account(s): 525-1140-522-4506
☒ Comments: Funding to be identified on each individual job.

Updated 1/12/12, 3:20 p.m.

MODIFICATION OF CONTRACT NUMBER: 11K00092JE

Water Damage Remediation, Mold Damage Remediation and Decontamination Services

ISSUED BY: **PURCHASING OFFICE** **700 LAVACA STREET, SUITE 800** **AUSTIN, TX 78701**	PURCHASING AGENT ASST: **John Pena** TEL. NO: **(512) 854-9700** FAX NO: **(512) 854-9185**	DATE PREPARED: **January 3, 2012**
ISSUED TO: **Blackmon Mooring of Texas, Inc.** **Attn.: Mr. Mark Roth** **4616 W. Howard Lane, Bldg. 7, Suite 700** **Austin, Texas 78728**	MODIFICATION NO.: **One**	EXECUTED DATE OF ORIGINAL CONTRACT: **March 1, 2011**

ORIGINAL CONTRACT TERM DATES: **March 1, 2011 – February 29, 2012** CURRENT CONTRACT TERM DATES: **March 1, 2012 – February 28, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ N/A, as needed basis Current Modified Amount $ N/A, as needed basis

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

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section 00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled, "Option to Extend".

A. The contract period is changed from: March 1, 2011 through February 29, 2012, to read: March 1, 2012 through February 28, 2013, a twelve month extension.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	□ DBA □ CORPORATION □ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 12/20/11
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Updated 1/12/12, 3:20 p.m.

MODIFICATION OF CONTRACT NUMBER: 11K00144JE

Water Damage Remediation, Mold Damage Remediation and Decontamination Services

ISSUED BY: **PURCHASING OFFICE** **700 LAVACA STREET, SUITE 800** **AUSTIN, TX 78701**	PURCHASING AGENT ASST: **John Pena** TEL. NO: **(512) 854-9700** FAX NO: **(512) 854-9185**	DATE PREPARED: **January 3, 2012**
ISSUED TO: **Belfor USA Group, Inc.** **Attn.: Mark Owen** **1206 West Avenue O** **Belton, Texas 76513**	MODIFICATION NO.: **One**	EXECUTED DATE OF ORIGINAL CONTRACT: **March 1, 2011**

ORIGINAL CONTRACT TERM DATES: **March 1, 2011 – February 29, 2012** CURRENT CONTRACT TERM DATES: **March 1, 2012 – February 28, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ N/A, as needed basis Current Modified Amount $ N/A, as needed basis

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

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section 00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled, "Option to Extend".

A. The contract period is changed from: March 1, 2011 through February 29, 2012, to read: March 1, 2012 through February 28, 2013, a twelve month extension.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	□ DBA □ CORPORATION □ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 12/20/11
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

John Pena

From: Chuck Watt
Sent: Tuesday, November 29, 2011 11:06 AM
To: John Pena; Dan Mansour
Subject: RE: Contract Renewal/Water Damage Remediation, Mold Damage Remediation and Decontamination Services

Yes John, please exercise the option to extend contracts another year.

Thanks
Chuck

From: John Pena
Sent: Tuesday, November 29, 2011 10:59 AM
To: Chuck Watt; Dan Mansour
Subject: Contract Renewal/Water Damage Remediation, Mold Damage Remediation and Decontamination Services

Contract No.: 11K00092JE/Blackmon Mooring of Texas, Inc
Contract No.: 11K00144JE/Belfor USA

Title: Water Damage Remediation, Mold Damage Remediation and Decontamination Services

Team,

The above contracts will be expiring February 29, 2012. In order to have a contract in place I would like to inquire if you will be exercising the option to extend these contracts for another year or if you will want to re-solicit these contracts altogether.

Thanks.

John E. Pena, CTPM
Purchasing Agent Assistant
Direct: (512) 854-9515
john.pena@co.travis.tx.us

Travis County Purchasing Office
700 Lavaca Street, Suite 800
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

Main: (512) 854-9700
Fax: (512) 854-9185

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 4 to Contract No. PS110249ML, Renea Hicks, for Legal Services.

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

The Purchasing Agent approved a contract with Renea Hicks for legal services on May 26, 2011 in an amount not to exceed $50,000.

Modification No. 4 will change the contract amount from $150,000 to $180,000, an increase of $30,000. This increase will serve to provide additional funding for services and expenses incurred for the Contract

Modification No. 3 corrected an error on Modification No. 2.

The “Current Modified Amount” amount shown in the “For Travis County Use Only” section of the modification was erroneously listed as $200,000. This amount should have read $150,000, and was corrected to read as such with the execution of Modification No. 3.

Modification No. 2:

a) Changed the contract amount from $50,000 to $200,000, an increase of $150,000. This increase served to continue legal services as described in paragraph 3.1.

b) As authorized by paragraph 2.1 “Term of Contract”, this modification changed the term of the contract from May 24, 2011 through September 30, 2011 to May 24, 2011 through September 30, 2012, a one year extension.

Modification No. 1:

a) Changed the contract no. from PS110200ML to PS110249ML as issuance of the contract number was inadvertently duplicated.

b) In accordance with the requirements of Section 7.1 of the contract, the law firm of Scott, Douglas & McConnico were authorized to provide sub- contracting services for certain approved services. The original contract not-to-exceed amount of $50,000 did not change.

- **Contract Expenditures:** Within the last 12 months $107,627.11 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: $50,000
  Contract Type: Professional Services
  Contract Period: May 24, 2011 – September 30, 2011

- **Contract Modification Information:**
  Modification Amount: $30,000
  Modification Type: Professional Services
  Modification Period: May 24, 2011 – September 30, 2012

- **Solicitation-Related Information:**

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

- **Special Contract Considerations:**

☐ Award has been protested
☐ Award is not to the lowest bidder
☐ Comments:

- **Funding Information:**

☐ Purchase Requisition in H.T.E.:
☐ Funding Account(s): 00119105414012
☐ Comments: Contract is on a as needed basis; court approved funding from allocated reserve on December 20th. A requisition will be submitted prior to court approval.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808

TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

December 22, 2011

Mr. Mike Long
Purchasing Office
P.O. Box 1748
Austin, Texas 78767

Re: Contract for Legal Services with Renea Hicks; Our File No. 188.394

Dear Mike:

A new contract modification is needed for the contract referenced above. Please forward to the Commissioners Court a request to increase this contract cost not-to-exceed $30,000. On Tuesday, December 20, 2011, the Court authorized the money be taken from the allocated reserve. If you have any questions, please don't hesitate to contact me.

Sincerely,

John C. Hille, Jr.
Assistant County Attorney

cc: Sherine Thomas, Director, Litigation Division
Kevin Morse, Director, Enforcement Division
Amanda Valdes, Travis County Attorney
Jose Palacios, Travis County Auditor
Kapp Schwebke, Travis County Auditor

263121-1

Updated 1/12/12, 3:20 p.m.

MODIFICATION OF CONTRACT NUMBER: PS110249ML Legal Svcs

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: **Michael Long** TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: **December 28, 2011**
ISSUED TO: Renea Hicks 101 West 6th St. Ste 504 Austin, TX 78701	MODIFICATION NO.: **4**	EXECUTED DATE OF ORIGINAL CONTRACT: **May 24, 2011**

ORIGINAL CONTRACT TERM DATES: 5/24/11 – 9/30/11 CURRENT CONTRACT TERM DATES: 5/24/11 – 9/30/12

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: $50,000 (NTE) Current Modified Amount: $180,000(NTE)

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

1. The contract amount in Section 4 of the Contract will be changed from a not-to-exceed amount of $150,000 to a not-to-exceed amount of $180,000, an increase amount of $30,000. This change will provide additional funding for services and expenses incurred for the Contract.

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

LEGAL BUSINESS NAME: Law Office of Renea Hicks BY: [signature] SIGNATURE BY: Renea Hicks PRINT NAME TITLE: Self ITS DULY AUTHORIZED AGENT	☒ DBA ☐ CORPORATION ☐ OTHER DATE: 12/31/11
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 1/5/12
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

ID# 5692

Updated 1/12/12, 3:20 p.m.

PI625I02 **TRAVIS COUNTY** 1/09/12

Purchase Requisition 14:35:15

Number . . . . . : 0000549960
Type . . . . . : 1 PURCHASE REQUISITION
Status . . . . . : READY FOR BUYER PROCESS
Reason . . . . . : MODIFY PO 482091 TO INCREASE PO BY $30,000
By . . . . . : AMANDA VALDES 854-4154
Date . . . . . : 1/09/12
Vendor . . . . . : 61509 HICKS, RENEA
Contract nbr . . . . . :
Ship to . . . . . : 2A COUNTY ATTORNEY - CIVIL
Deliver by date . . . . : 1/09/12
Buyer . . . . . : ML MIKE LONG
Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.
5=Display 8=Item extended description

Opt	Line#	Quantity	UOM	Description
_	1	72.00	HR	RENEA HICKS LITIGAION SERVICES
_	2	4800.00	EA	OUT OF POCKET EXPENSES FOR LEGAL SERVICES

Total: 30000.00

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

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, January 17, 2012
Prepared By/Phone Number: Ron Dube, 854-6458
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: DECLARE LISTED ITEMS AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE.

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

The court will note that some of the items on the list have purchase dates of 1991 through 2011 with an acquisition method of F/A which means "Found At Inventory". That does not necessarily mean the items were bought during those years and now they are no longer useable. In nearly every case, the year reflects when the item was found within the department and entered into the HTE tracking system. Despite our best efforts, not all departments totally comply with our inventory policies and procedures.

Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

Updated 1/12/12, 3:20 p.m.

LOT#	E-ASSET #	AQ.	TYPE	YEAR	TAG#	IMP	DESCRIPTION
1	N/A	N/A	N/A	N/A	N/A	N/A	5 PALLETS OF OLD MODULAR FURNITURE
2	2877	FA	IEK	2011	139574	0	DEEP FRYER - VULCAN
2	2877	PO	IEK	1991	80852	0	DEEP FRYER - VULCAN
3	2878	PO	KIE	1994	80824	0	COUNTER GRIDDLE, HEAVY
4	N/A	N/A	N/A	N/A	N/A	N/A	BOOSTER PUMP
5	N/A	N/A	N/A	N/A	N/A	N/A	25 OLD FILING CABINETS
6	N/A	N/A	N/A	N/A	N/A	N/A	50 OLD OFFICE CHAIRS
7	N/A	N/A	N/A	N/A	N/A	N/A	38 OLD PEDESTAL CHAIRS
8	N/A	N/A	N/A	N/A	N/A	N/A	2 BAKERS RACKS
9	2879	FA	IEK	2011	164988	0	HOBART SLICER
10	2880	PO	CLC	1997	91875	0	WASHER/EXTRACTOR MODEL UW85 P-3 UNIWASH
11	2881	PO	CLC	1997	91877	0	WASHER/EXTRACTOR MODEL UW85 P-3 UNIWASH
12	2882	PO	CLC	1997	89936	0	DRYER/TUMBLER, UNIMAC
13	2883	PO	CLC	1997	89937	0	DRYER/TUMBLER, UNIMAC
14	N/A	N/A	N/A	N/A	N/A	N/A	2 LARGE WOOD WORK STATIONS
15	N/A	N/A	N/A	N/A	N/A	N/A	2 LARGE WOOD WORK STATIONS
16	2884	DN	OFE	2009	140375	0	OPEX MODEL 51 MAIL MACHINE
17	N/A	N/A	N/A	N/A	N/A	N/A	25 OLD SOLID CORE DOORS
18	N/A	N/A	N/A	N/A	N/A	N/A	1 WIRE STORAGE RACK
19	2885	PO	IEK	1991	80826	0	GRILL
20	2886	PO	IEK	1991	80618	0	FLATTOP GRILL

Updated 1/12/12, 3:20 p.m.

SERIAL	COST	INS	DEPT	DIV.	P.O.	ASSET	LOC.	STA	ACCT
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
89H1041	$ -	$2,184.00	15	10		102185	TCAUC4	A	8036
89H1040	$ -	$2,184.00	15	10		4355	TCAUC4	A	8036
NEED	$ -	$3,135.00	15	10	55032	27916	TCAUC4	A	8032
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
561123690	$ -	$ -	15	10		101226	TCAUC4	A	8036
M0897109139	$8,700.00	$ -	15	10	126502	40461	TCAUC4	A	8031
M0897109137	$8,700.00	$ -	15	10	126502	40463	TCAUC4	A	8031
KTCK9704049781	$ -	$4,210.00	15	10	120339	39229	TCAUC4	A	8031
KTCK9704049780	$ -	$4,210.00	15	10	120339	39230	TCAUC4	A	8031
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
13824	$ -	$ -	15	10		93876	TCAUC4	A	8001
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC4	N/A	N/A
89C1242	$ -	$1,800.00	15	10	N/A	4209	TCAUC4	A	8036
54-007787LL	$ -	$1,080.00	15	10	N/A	4738	TCAUC4	A	8036

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Loren Breland, 854-4854
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve order exempting the purchase of Tasers and related equipment from GT Distributor, from the competitive procurement process pursuant to section 262.024(a)(7)(A) of the County Purchasing Act.

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

The Exemption Order is for the sole source purchase of Tasers and related equipment from GT Distributors. GT Distributors is the only Taser authorized distributor for the State of Texas. Taser International is the sole source manufacturer of Taser brand products. Taser products are used by the Sheriff's Office.

Ø **Funding Information:**

☒ Purchase Requisitions 546468 and 547911 in H.T.E.:

☐ Funding Account(s):

☒ Comments: Department enters requisitions on an as needed basis.

Updated 1/12/12, 3:20 p.m.

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

TO: Loren Breland
Purchasing Agent Assistant

FROM: MW Maria Wedhorn
Financial Analyst, Sr

Date: December 16, 2011

RE: Tasers / Requisition numbers 546468 and 547911

SUBJECT: Sole Source

The Travis County Sheriff's Office requests that Purchasing process Requisitions 546468, 547911 and any future requistions for Taser's and related equipment to G.T. Distributor's.

Taser International is the sole source manufacturer of Taser brand products with GT Distributors as the only authorized dealer in the state of Texas.

See attached Sole Source Memo provided by the manufacturer.

If you have nay questions please contact me at 854-4474.

Xc: Ron Rizzato
File

TASER
Protect Life

17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

December 14, 2011

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER brand products:

- Electronic control devices (ECDs):
  1. TASER X2™ Models: 22002, and 22003.
  2. TASER X3® Models: 33209, and 33210.
  3. TASER X26™ Models: 26511, 26523, 26517, 26011, 26014, 26026, 26023, 26020, 26017, 26311, 26314, 26326, 26323, 26320, 26317, 26512, 26524, 26518, 26012, 26015, 26027, 26024, 26021, 26018, 26312, 26315, 26327, 26324, 26321, 26318, 26029, 26049, 26082, 26083, 26088, 26089, 26092, 26097, 26095, 26096, 26093, 26094, 26084, 26085, 26086, and 26087.
  4. TASER X3W™ Models: 33228, and 33229.

- TASER ECD cartridges (applicable cartridges are required for the X26, M26™ and Shockwave™ ECDs to function in the probe deployment mode):
  1. 15-foot Model 34200.
  2. 21-foot Model 44200.
  3. 21-foot non-conductive Model 44205.
  4. 25-foot Model 44203.
  5. 35-foot Model 44206.

- TASER Smart cartridges (compatible with the X2, X3, and X3W ECDs; required for the ECDs to function in the probe deployment mode):
  1. 15-foot Model 22151.
  2. 25-foot Model 22100.
  3. 35-foot Model 22152.

- TASER Smart blue training-use only cartridges (compatible with the X2, X3, and X3W ECDs; required for the ECDs to function in the probe deployment mode):
  1. 25-foot Model 33102.
  2. 35-foot Model 33104.

- TASER® CAM™ recorder, Model 26750 (full video and audio) and 26753 (full video and **NO** audio). This accessory item can be downloaded by USB with the TASER CAM Download Kit, Model 26737.

- TASER eXtended Range Electronic Projectile (XREP®), Models 50002 and 50005. TASER International's XREP rounds may be fired by the TASER X12™ Less Lethal Shotgun (LLS) by Mossberg, manufactured by Mossberg®, TASER Model 50024.

- TASER Shockwave ECD, Models 90012, 90011, 90013, and 90010. The TASER Shockwave ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.

- Power Modules for X26 ECD: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.

- Power Modules for X2 ECD: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Power Magazine (APPM) Model 22012.

  Power Module for X3 and X3W ECDs: Enhanced Digital Power Magazine (EPM) Model 33203

- TASER AXON™ system:
  1. AXON Tactical Computer Model 70000.
  2. AXON Com Hub user interface Model 70001 (regular length cable) and 70002 (long cable).
  3. AXON HeadCam headgear Model 70010.
  4. AXON Headband Model 70011.
  5. AXON Ballcap Mount Model 70944.
  6. AXON Collar Mount Model 70022.
  7. AXON Kit Model 70941 (Includes 70000, 70001, 70010, and 70011).
  8. SYNAPSE™ Evidence Transfer Manager (ETM) Models 70926, 70927, 70928, 70936 and 70929.
  9. EVIDENCE.com™ services 1-year subscription license Model 85018.
  10. AXON Bat Holster Model 70900.
  11. AXON Radio Integration Cable 3.5 MM Motorola Model 70918.
  12. AXON Training Model 85014.

- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

Mossberg® is a registered trademark of O.F. Mossberg & Sons, Inc.

AXON™, EVIDENCE.com™, Smart™, SYNAPSE™, TASER CAM™, X2™, X3W™, X12™ and X26™ are trademarks of TASER International, Inc., and TASER®, XREP® and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2011 TASER International, Inc. All rights reserved.

AUTHORIZED TASER DISTRIBUTOR FOR TEXAS	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
GT Distributors Inc. 2545 Brockton Dr. Suite 100 Austin, TX. 78758 1-800-775-5996 Phone 1-512-453-6149 Fax	TASER International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact us at 1-800-978-2737 with any questions.

Sincerely,

Jim Halsted
Vice President, LE Sales
TASER International, Inc.

January 5, 2012

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE ACQUISITION FROM GT DISTRIBUTORS FOR THE PROVISION OF TASERS AND RELATED EQUIPMENT

I certify that the purchase of Tasers and related equipment for Travis County constitutes a sole source procurement, and is only available through GT Distributors. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) and is exempt from competitive bidding.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

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

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON _____
(DATE)

_____
(COUNTY JUDGE)

ORDER EXEMPTING
PROCUREMENT OF TASERS AND RELATED EQUIPMENT
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT

WHEREAS, the Commissioners Court of Travis County, Texas has received justification from the Sheriff's Office in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of Tasers and related equipment.

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of Tasers and related equipment for the Travis County Sheriff's Office from GT Distributors is exempted from the requirements of County Purchasing Act because it is for the purchase of items that can be obtained from only one source.

Signed and entered this____day of_____, 2012.

_____
Samuel T. Biscoe, County Judge
Travis County, Texas

_____
Ron Davis
Commissioner, Precinct 1

_____
Sarah Eckhardt
Commissioner, Precinct 2

_____
Karen Huber
Commissioner, Precinct 3

_____
Margaret Gomez
Commissioner, Precinct 4

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Lori Clyde/854-4205
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Commissioners Eckhardt and Huber

Agenda Language: Receive Update from Purchasing Agent on IT Assessment and CIO Transition Services, RFS # S110195-LC.

A) Project and Evaluation Process

B) Appointment of Project Facilitator and Appointment of OPT (Operational Planning Team) as Oversight Management Team supporting the Project Facilitator

Ø **Purchasing Recommendation and Comments:**

A) Commissioners Court created the County IT Advisory Board on November 16, 2010. Board Members appointed were County Auditor, County Purchasing Agent, and Executive Managers for Justice and Public Safety, Information Technology Services, Planning and Budget, Emergency Services and three external community members with expertise in IT.

The Board was charged to implement a cohesive technology services department composed of Information Technology, Records Management and Media Services to streamline technology services, improve communications and otherwise assist Travis County to better manage mission critical and day-to-day activities.

On March 15, 2011 Commissioners Court received a briefing from the IT Advisory Board. In May, 2011, at the request of the Advisory Board, Purchasing prepared a Request for Services for a Change Agent-CIO for the Change Management Program and sent to the Board members for review. After much discussion, it was suggested and agreed that the process should focus on identifying candidates through recommendations from the External Board. The External Board

members were charged with providing candidate recommendations to the Internal Advisory Board for consideration of the Change Agent-CIO position. Several resumes were received. During September/October, the IT Advisory Board interviewed two candidates and recommended the search continue via a formal procurement process for a combined solicitation for a firm to perform the IT Assessment, act as the Change Manager, possibly assist with the search for the new IT County Executive and with the CIO Transition Services.

The solicitation was issued October 21, 2011. A Pre-Proposal conference was held November 7, 2011 and twenty-one vendors participated. Thirteen (13) responses were received December 6, 2011. The Evaluation Committee comprised of representatives from County Clerk, District Clerk, ITS, Sheriff's Office, Courts, Commissioner's Office, Justice and Public Safety and two external Board members received copies for review on December 6th. The Evaluation Committee has evaluated the written responses and submitted their individual scores January 9, 2012. Once the written scores are finalized, the Purchasing Agent proposes that the top ranked firms be further evaluated and interviewed by the OPT. After interviews and discussions with the top firms, the OPT will make a recommendation on the top firm to present to the Court for contract award.

B) The Purchasing Agent request that the Court appoint a Project Facilitator (Project Manager) for this county-wide project. The Interim County Executive for Planning and Budget, Leroy Nellis, has volunteered to lead this project with the support of the OPT team. The OPT team consists of all the Commissioners Court County Executives (PBO, TNR, IT, EMS, CJP, HHS) and the County Auditor and Purchasing Agent. The OPT team has agreed to assist Leroy in this mission critical project. The Court's Sub-Committee, Commissioners Eckhardt and Huber, will meet with the OPT team January 19th, to further discuss the project and give the team further direction on the Scope of Services.

NOTE: PARTS II, III, AND IV, ALONG WITH THE PROPOSER'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.

PART II - SPECIFIC REQUIREMENTS

1.0 SCOPE OF SERVICE:

The purpose of this Request for Services ("RFS") is to hire a firm to provide IT Assessment and CIO Transition Services to include: 1) an assessment of IT personnel, processes, standards, architecture, and technologies against current and future needs; 2) drive recommended changes identified from the assessment intended to modernize and optimize IT functions so they are optimally aligned with the needs of the County (including internal as well as external users and constituents); and 3) assist in developing qualifications for and the hiring of a new County Executive of Information Technology Services. This project will be conducted in Phases.

2.0 REQUIREMENTS:

2.1 **Phase 1: Evaluate Current State of IT**

- 2.1.1 Establish current understanding of IT Organizations, functional breadth of responsibilities of current County infrastructure and supported applications.
- 2.1.2 Identify high-level and desired future state of county IT.
- 2.1.3 Develop high-level roadmap that prioritizes tasks in order of importance with reasonable timeframes for desired outcome.
- 2.1.4 Develop and propose plan for change management criteria that County Leadership can support.
- 2.1.5 Identify and document key success factors for the change management tasks.

2.2 **Phase 2: Assessment tasks**

- 2.2.1 Lead technology team during the interim period.
- 2.2.2 Assess current technology team.
- 2.2.3 Execute against the Interim change plan identified above.
- 2.2.4 Formulate profile elements for consideration during the search for IT County Executive.
- 2.2.5 Perform an assessment of Information & Technology functions throughout the County.
- 2.2.6 Prepare the IT staff for the new IT County Executive.
- 2.2.7 Cast IT transformation vision for user departments.
- 2.2.8 Identify critical elements of competence and experience for the new IT County Executive.

2.3 **Phase 3: Search for new IT County Executive**

- 2.3.1 Document the County leadership's desired qualifications and scope of search (in-house, state, national).
- 2.3.2 Assist with preparation of job description.
- 2.3.3 Preliminary vetting of resumes.
- 2.3.4 Propose candidates for a short-list.
- 2.3.5 Participate appropriately in interviews.
- 2.3.6 Make observations and recommendations of candidates as desired by the County.
- 2.3.7 Reduce level of effort of County for search.
- 2.3.8 Optimize the selection effort.

2.4 **Phase 4: Transition Roadmap Tasks to new IT County Executive**

2.4.1 High-level IT tasks prioritized to reach desired, future state IT.

2.4.2 Assist IT County Executive in transition.

2.4.3 Assist in task completion.

2.4.4 Successful transition to new IT County Executive.

Item 17

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: Don Perryman **Phone #:** 974-2786
Division Director/Manager: Anna Bowlin, Division Director, Development Services

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording: Steiner Ranch Phase 2, Section 10, Resubdivision of Lot 1, Block C (Resubdivision final plat - 14 total lots (10 commercial lots, 2 open space lots, and 2 private joint use access lots) - 60.93 acres - Quinlan Park Road) in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

The applicant is requesting to resubdivide an existing lot in Steiner Ranch Phase 2 Section 10 from one lot to 14 lots for commercial, open space, and private joint access uses. Water and wastewater service to be provided by Water Control Improvement District #17.

STAFF RECOMMENDATIONS:

The City of Austin Zoning and Platting Commssion approved the requested resubdivsion at their November 15, 2011 meeting without discussion. As the application meets all Title 30 requirements, the Single Office staff recommends approval of the resubdivision final plat.

ISSUES AND OPPORTUNITIES:

No one spoke at the public hearing conducted by the City of Austin Zoning and Platting Commission. In addition, staff has not been contacted by any individuals or groups who oppose this resubdivision request.

As part of the requirements for a plat resubdivision, a notice of public hearing sign was placed on the subject property on December 19th, 2011 announcing the date, time, and location of the public hearing (see attached photo and affidavit).

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Precinct map
Location map

Original final plat
Proposed final plat
Photo of public notice sign
Affidavit of sign posting

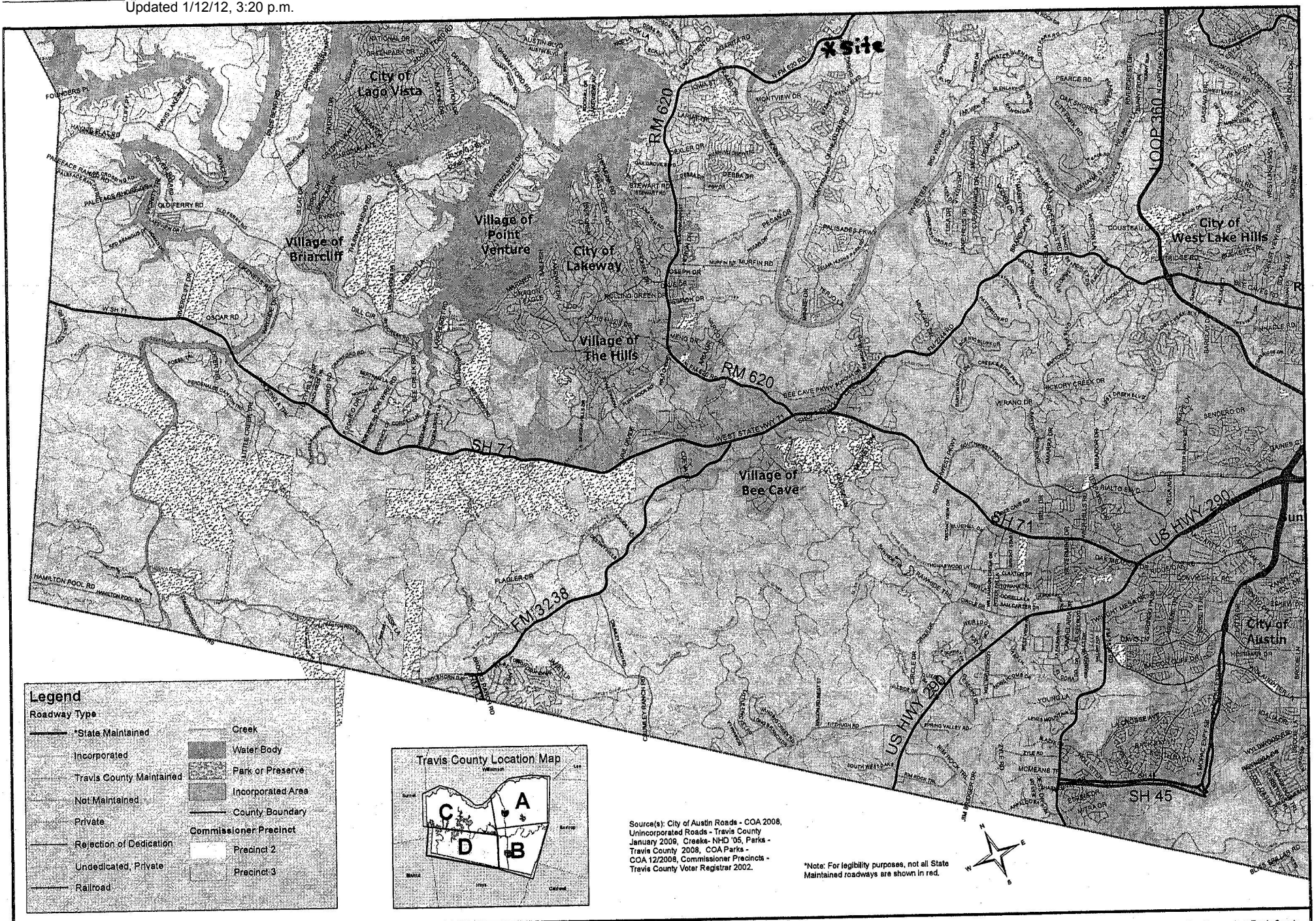
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

SM:AB:dp
1101 - Development Services -

Updated 1/12/12, 3:20 p.m.

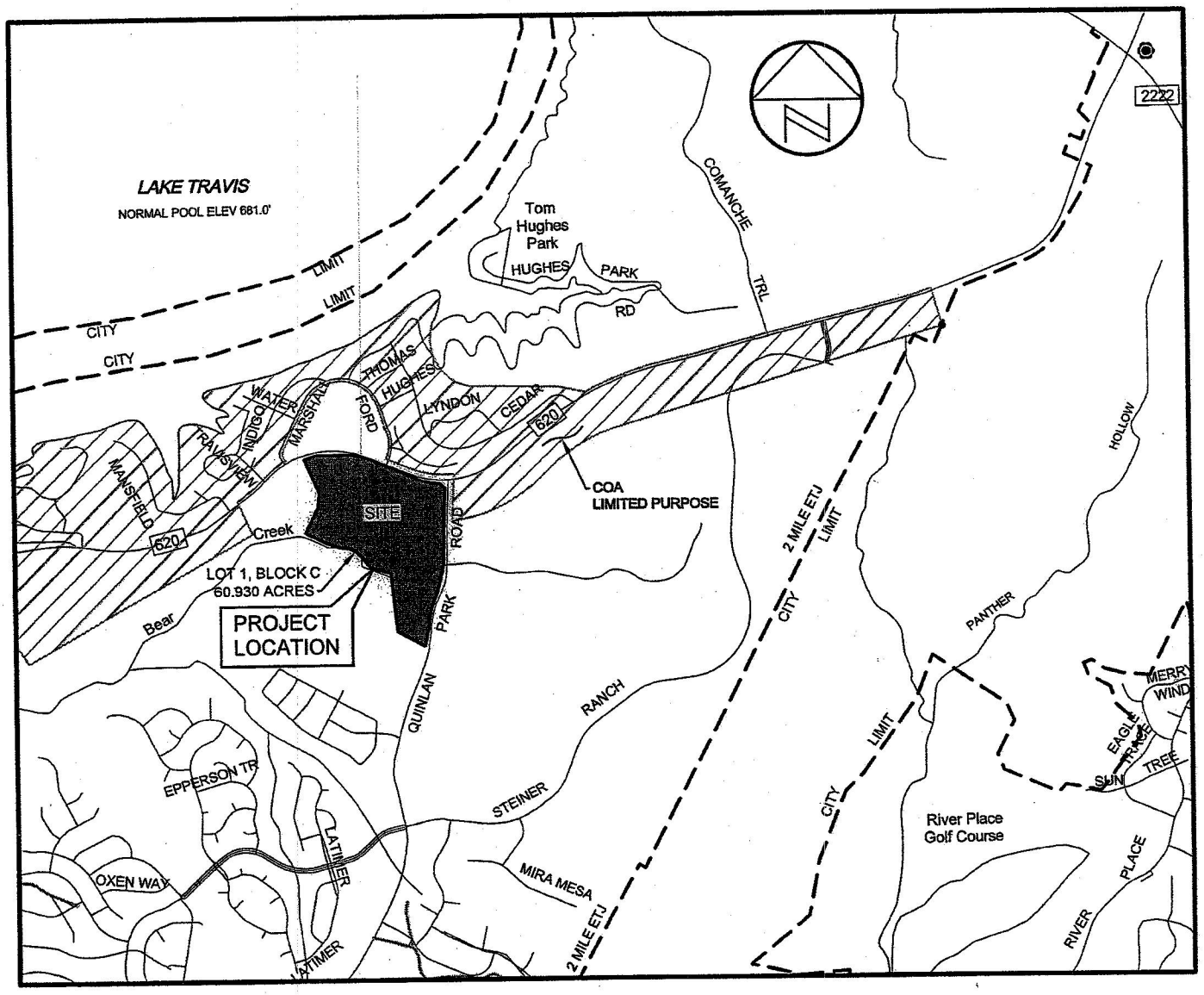


Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009
http://www.co.travis.tx.us/maps

Updated 1/12/12, 3:20 p.m.



LOCATION MAP

(N.T.S.)

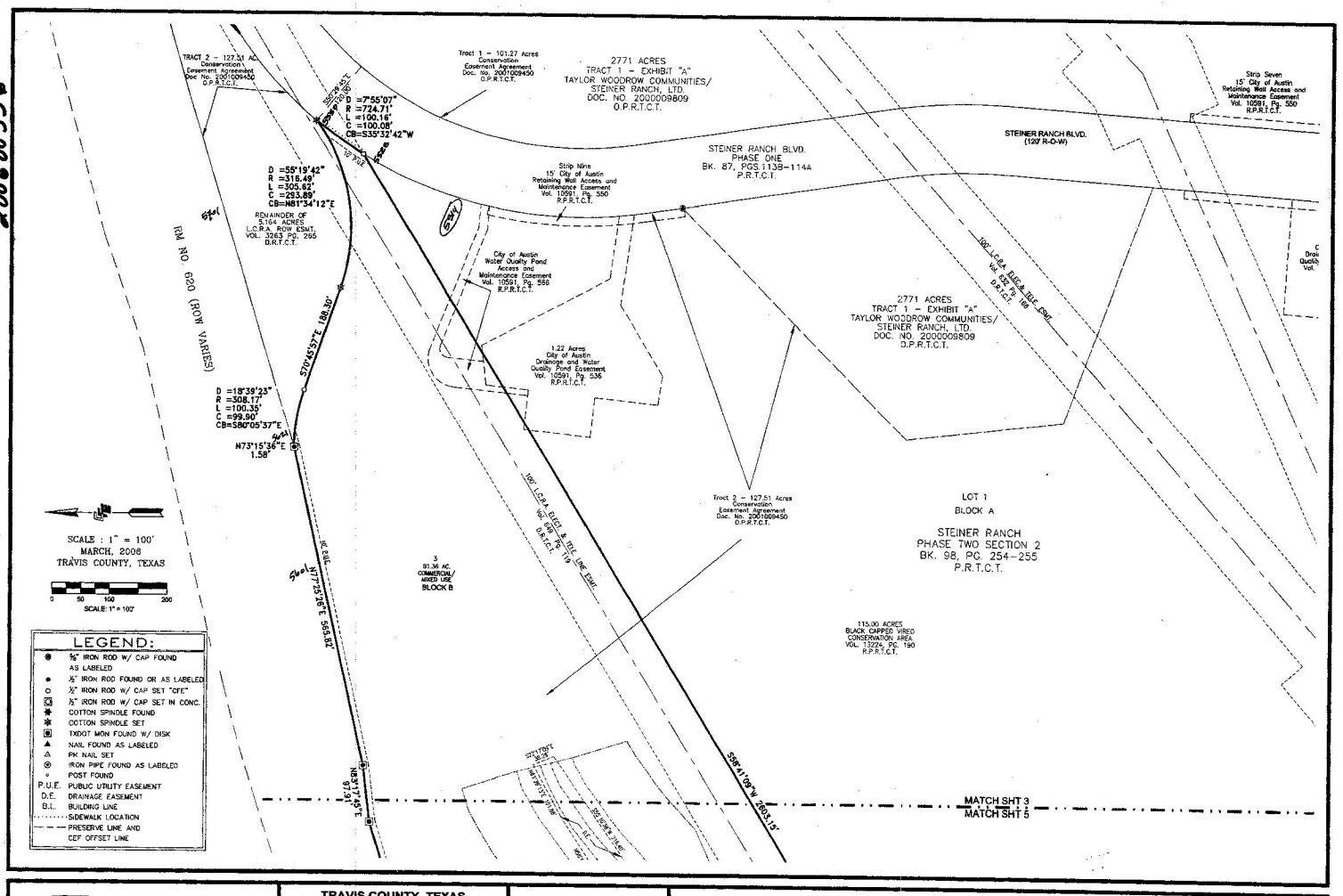
GRID NO. B-32

MAPSCO PAGE 491L, M

SCANNED

Updated 1/12/12, 3:20 p.m.

200600336



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING

400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473

P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD\Final Plat\Ph2Sec10\Ph2Sec10-FP.dwg

TAYLOR WOODROW
COMMUNITIES/
STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

STEINER RANCH PHASE TWO SECTION 10

CFE PLAT

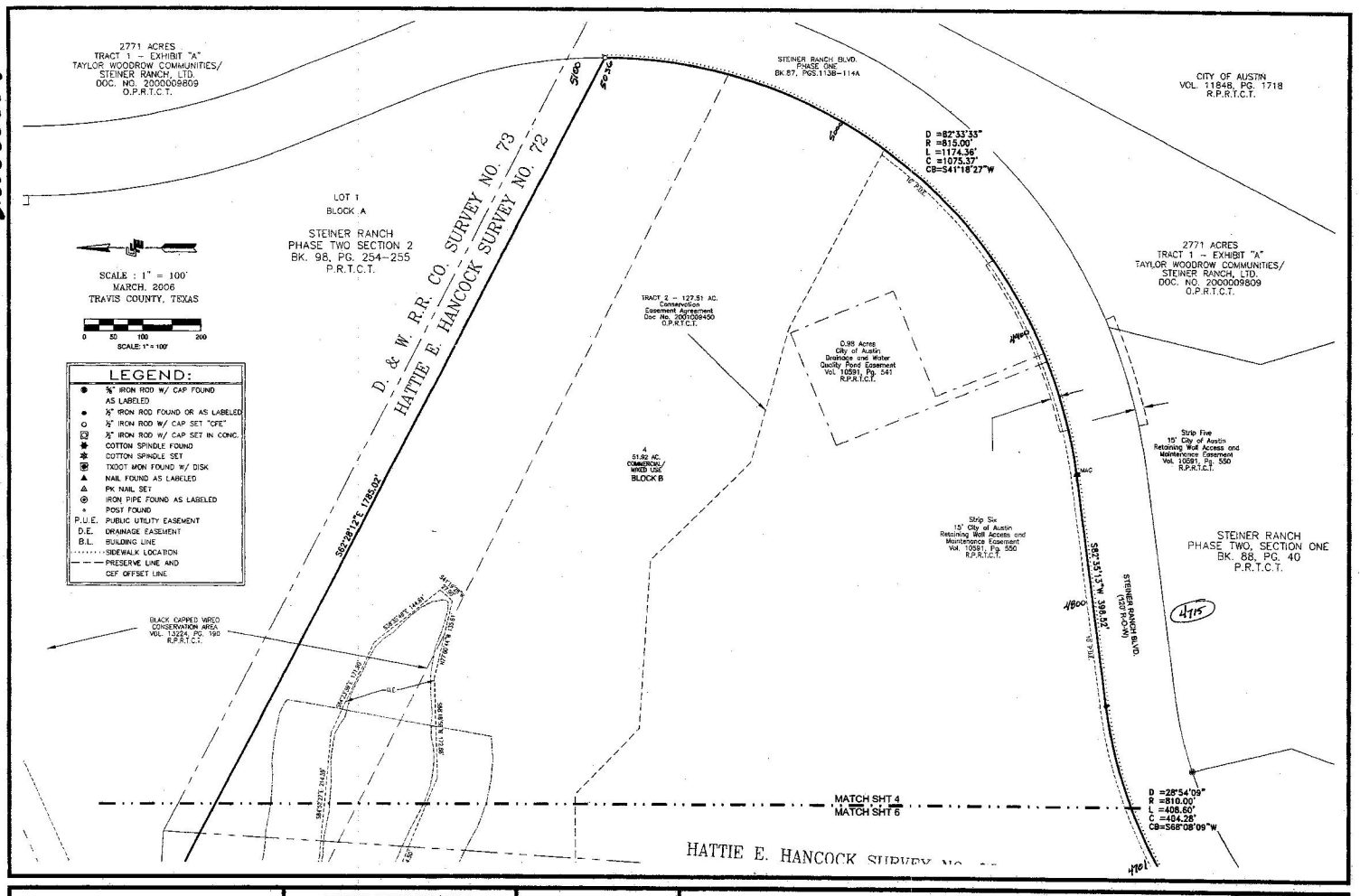
Ph2Sec10-FP.dwg

3
OF 12

13969

Updated 1/12/12, 3:20 p.m.

200600336



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD \Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/
STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

STEINER RANCH PHASE TWO SECTION 10

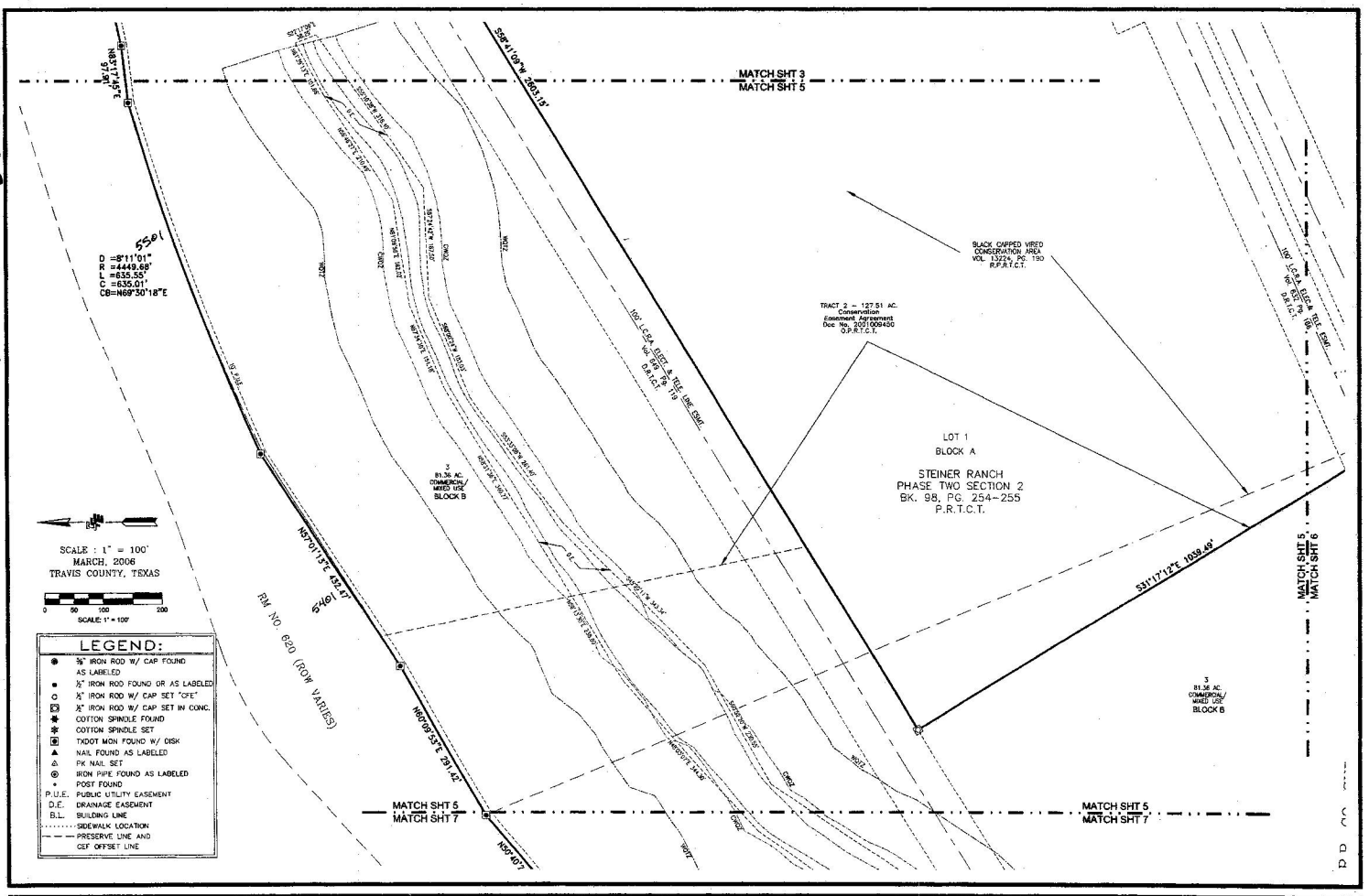
CFE PLAT

Ph2Sec10-FP.dwg

12919

Updated 1/12/12, 3:20 p.m.

2006 003356



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD \Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/
STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

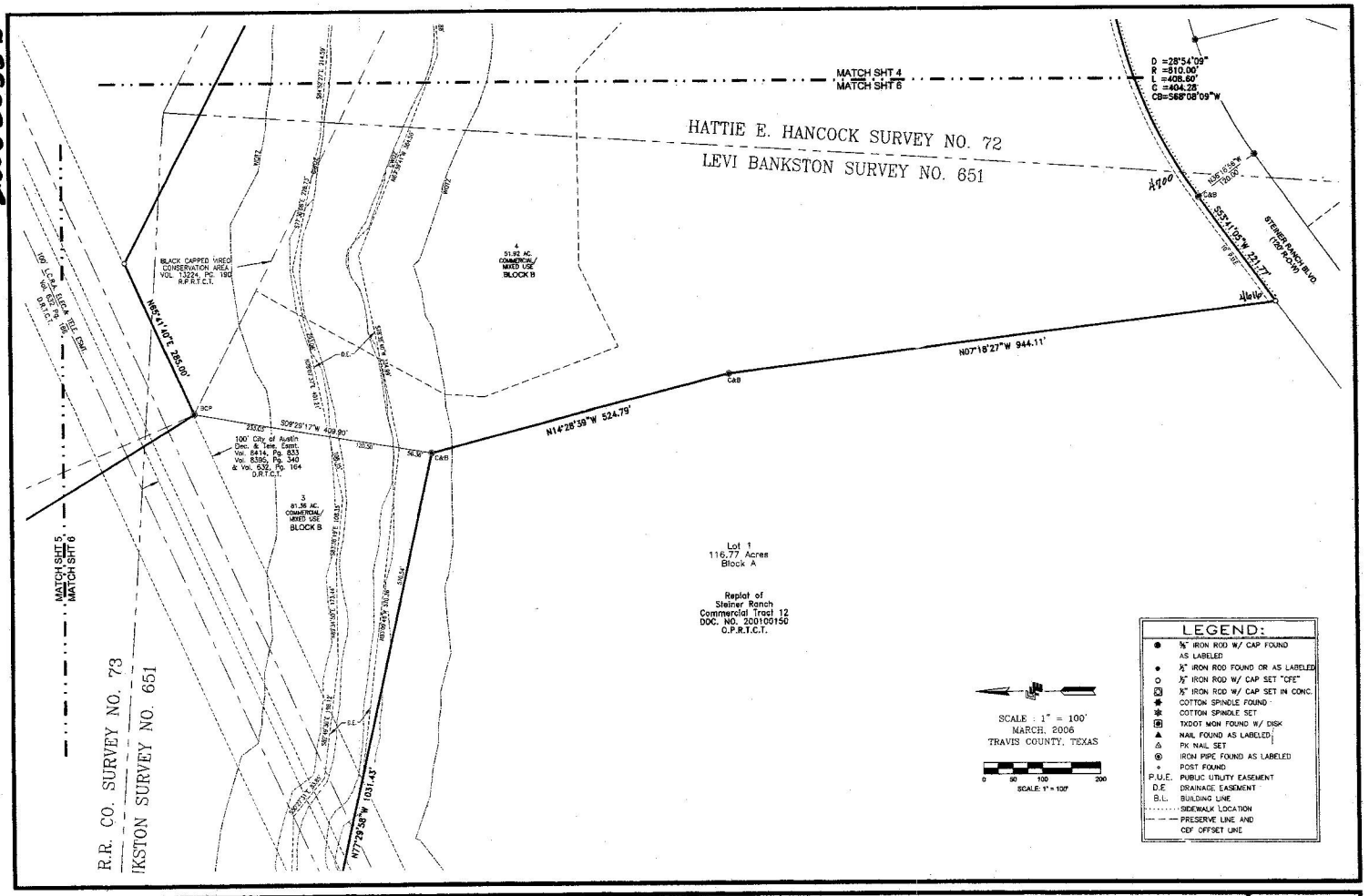
STEINER RANCH PHASE TWO SECTION 10

CFE PLAT
Ph2Sec10-FP.dwg

129L9

Updated 1/12/12, 3:20 p.m.

2006 003336



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
F: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD \Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/
STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

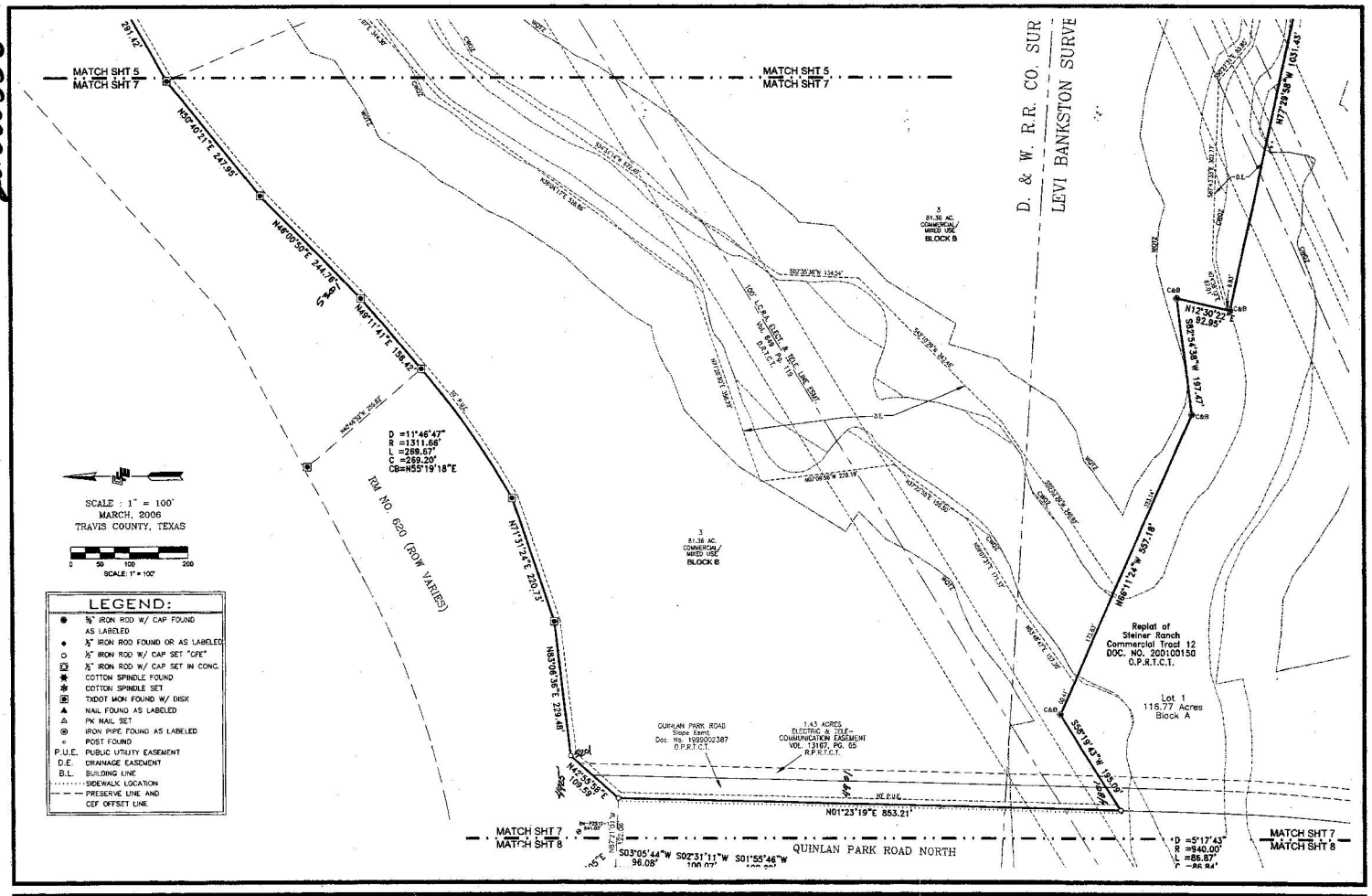
STEINER RANCH PHASE TWO SECTION 10

CFE PLAT
Ph2Sec10-FP.dwg

12969

Updated 1/12/12, 3:20 p.m.

200600336



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CAD0 \Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

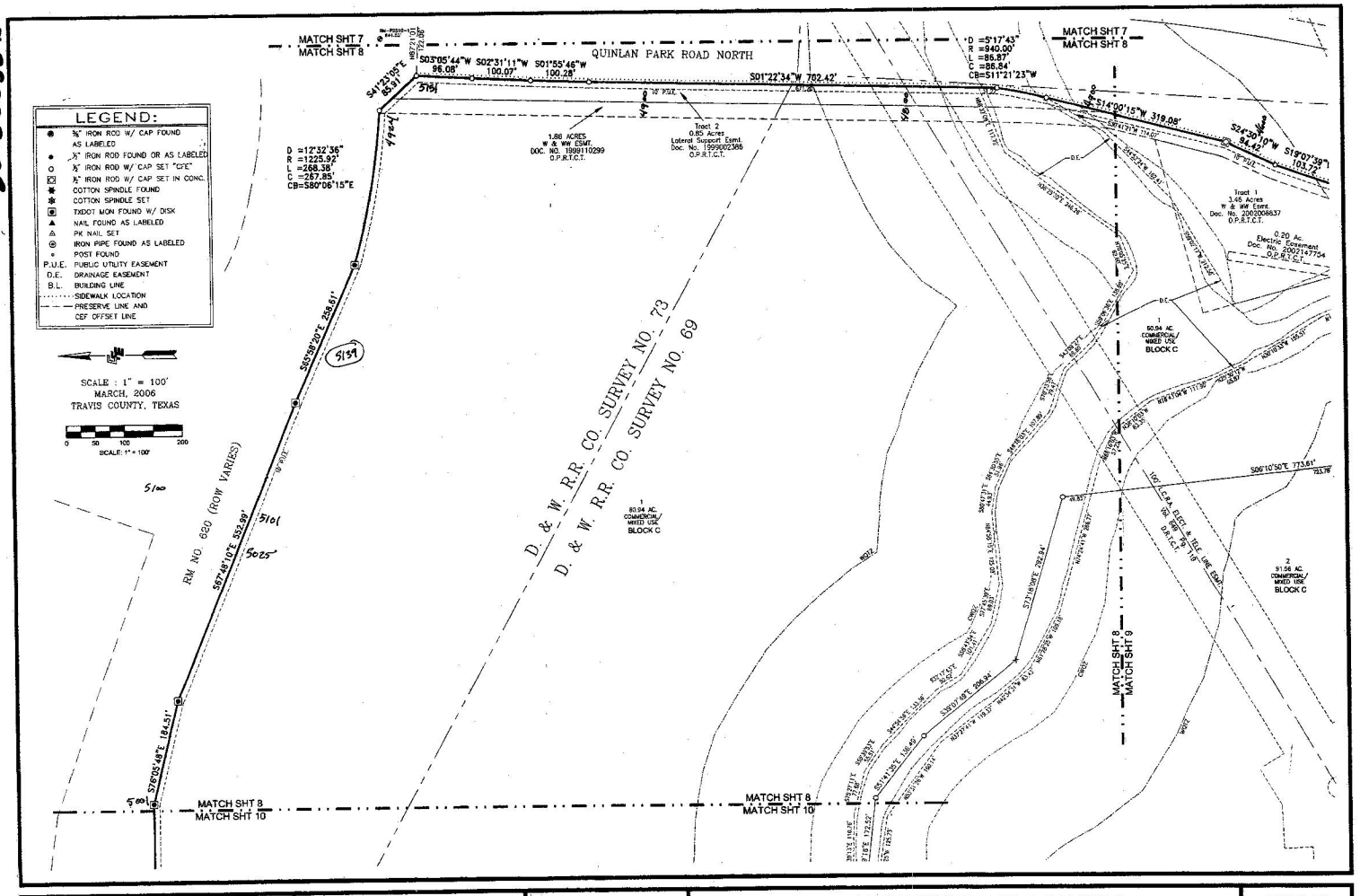
TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

STEINER RANCH PHASE TWO SECTION 10

CFE PLAT
Ph2Sec10-FP.dwg

Updated 1/12/12, 3:20 p.m.

2006 003316



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS	
DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	d:\TWC\Steiner\Comm-Plats\Survey\CADD \Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

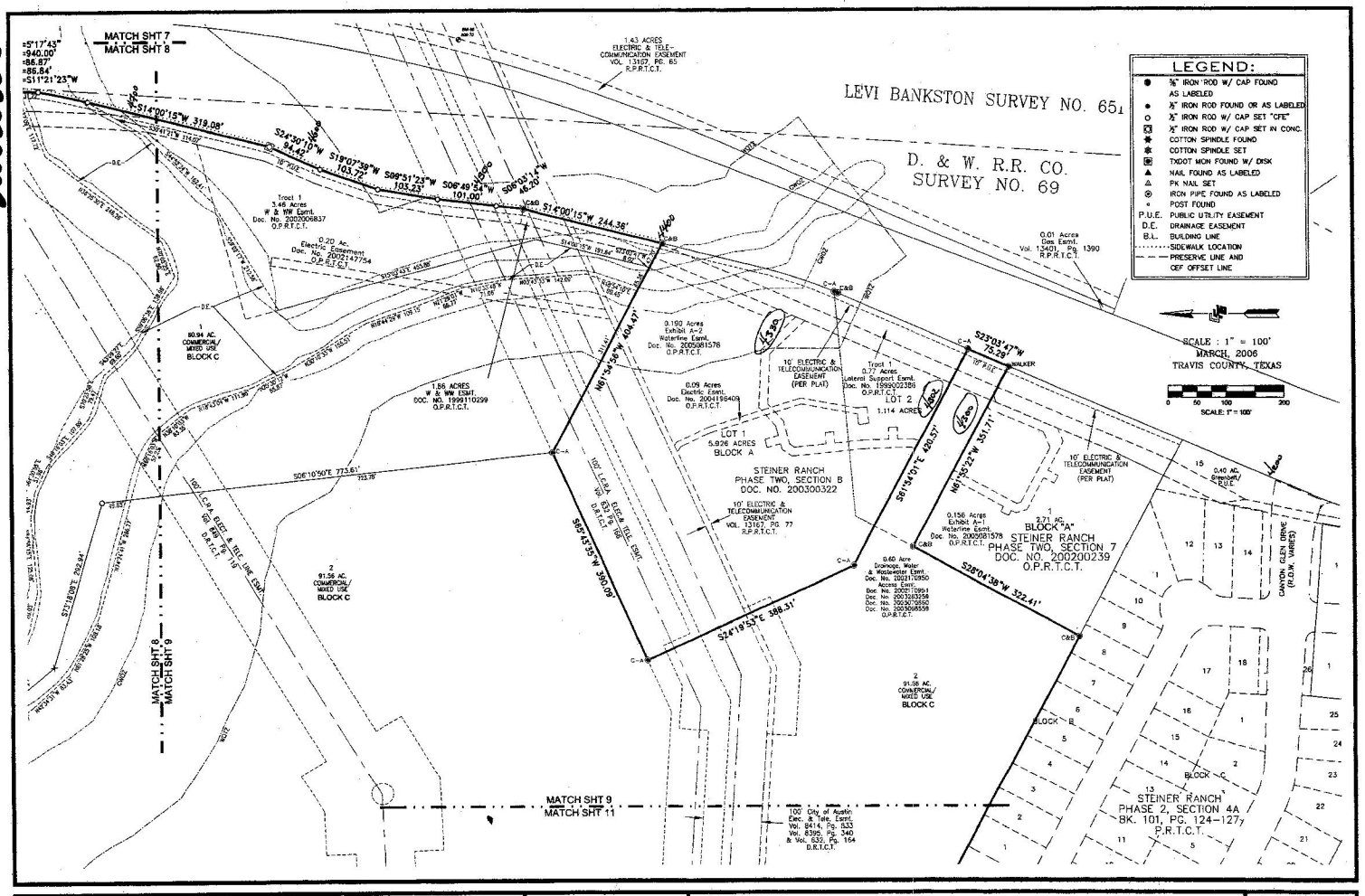
STEINER RANCH PHASE TWO SECTION 10

CFE PLAT
Ph2Sec10-FP.dwg

12969

Updated 1/12/12, 3:20 p.m.

200600336



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS	
DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD\Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

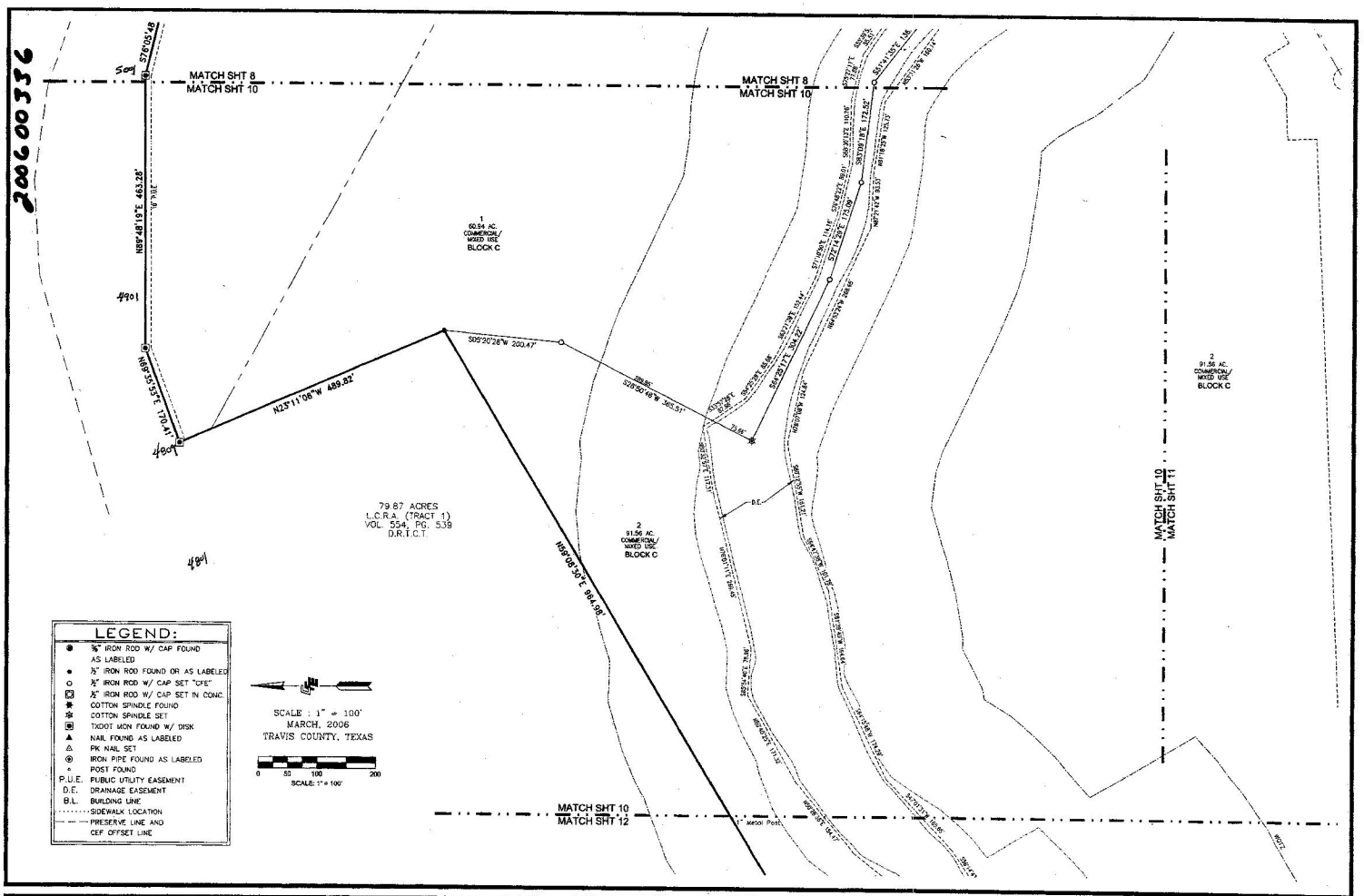
TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

STEINER RANCH PHASE TWO SECTION 10

CFE PLAT
Ph2Sec10-FP.dwg

12969

Updated 1/12/12, 3:20 p.m.



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD\Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

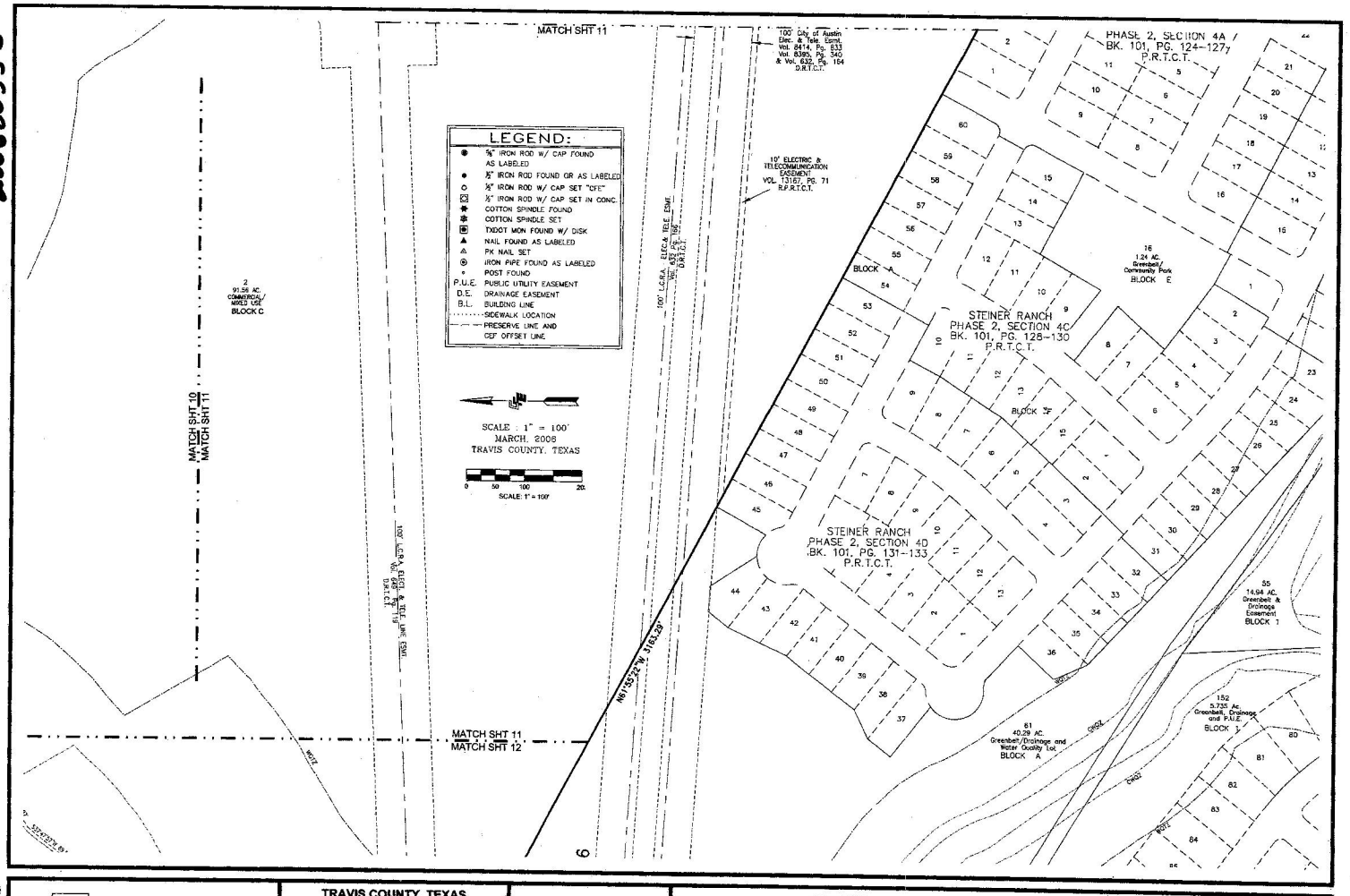
TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

STEINER RANCH PHASE TWO SECTION 10

CFE PLAT
Ph2Sec10-FP.dwg

Updated 1/12/12, 3:20 p.m.

200600336



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD\Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

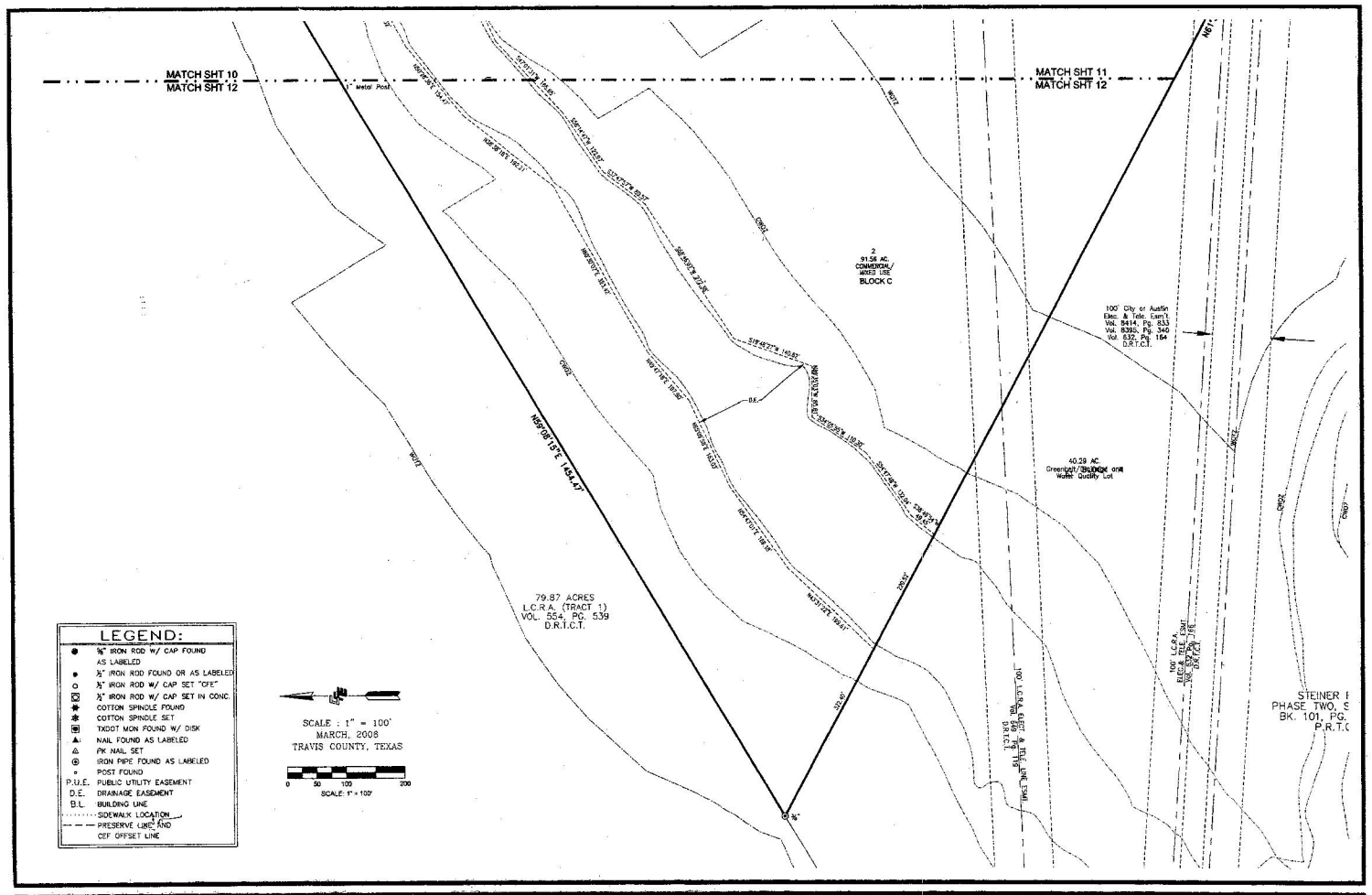
TAYLOR WOODROW COMMUNITIES/ STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

STEINER RANCH PHASE TWO SECTION 10

CFE PLAT

Ph2Sec10-FP.dwg

Updated 1/12/12, 3:20 p.m.



PHOTOGRAPHIC MYLAR

C FAULKNER ENGINEERING
400 Bowie Street, Suite 250
Austin, Texas 78703
P: 512.495.9470
F: 512.495.9473
P.O. Box 1528
Austin, Texas 78767-1528
www.cfaulknerengineering.com

TRAVIS COUNTY, TEXAS

DATE:	MARCH, 2006
SURVEYOR:	PAUL C. SAUVE, JR., RPLS No.2518
TECHNICIAN:	RLM
FIELDBOOK:	72
JOB NUMBER:	2023.012.02
DESCRIPTION:	N/A
DRAWING:	J:\TWC\Steiner\Comm-Plats\Survey\CADD\Final Plat\Ph2Sec10\\Ph2Sec10-FP.dwg

TAYLOR WOODROW COMMUNITIES/
STEINER RANCH, LTD.
3405 GRIMES RANCH RD.
AUSTIN, TX 78732
PH: 512-266-3865
FX: 512-266-9342

STEINER RANCH PHASE TWO SECTION 10

CFE PLAT
Ph2Sec10-FP.dwg

12 OF 12

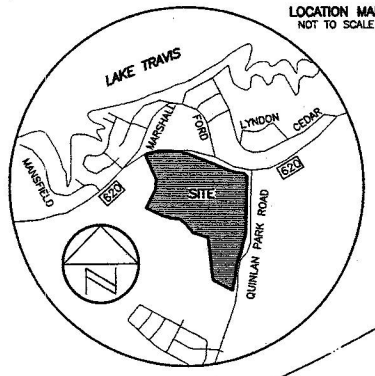
12969

Updated 1/12/12, 3:20 p.m.

PROPOSED PLAT

RESUBDIVISION OF LOT 1, BLOCK C, STEINER RANCH PHASE TWO, SECTION 10

LOCATION MAP
NOT TO SCALE



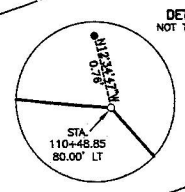
LOT SUMMARY

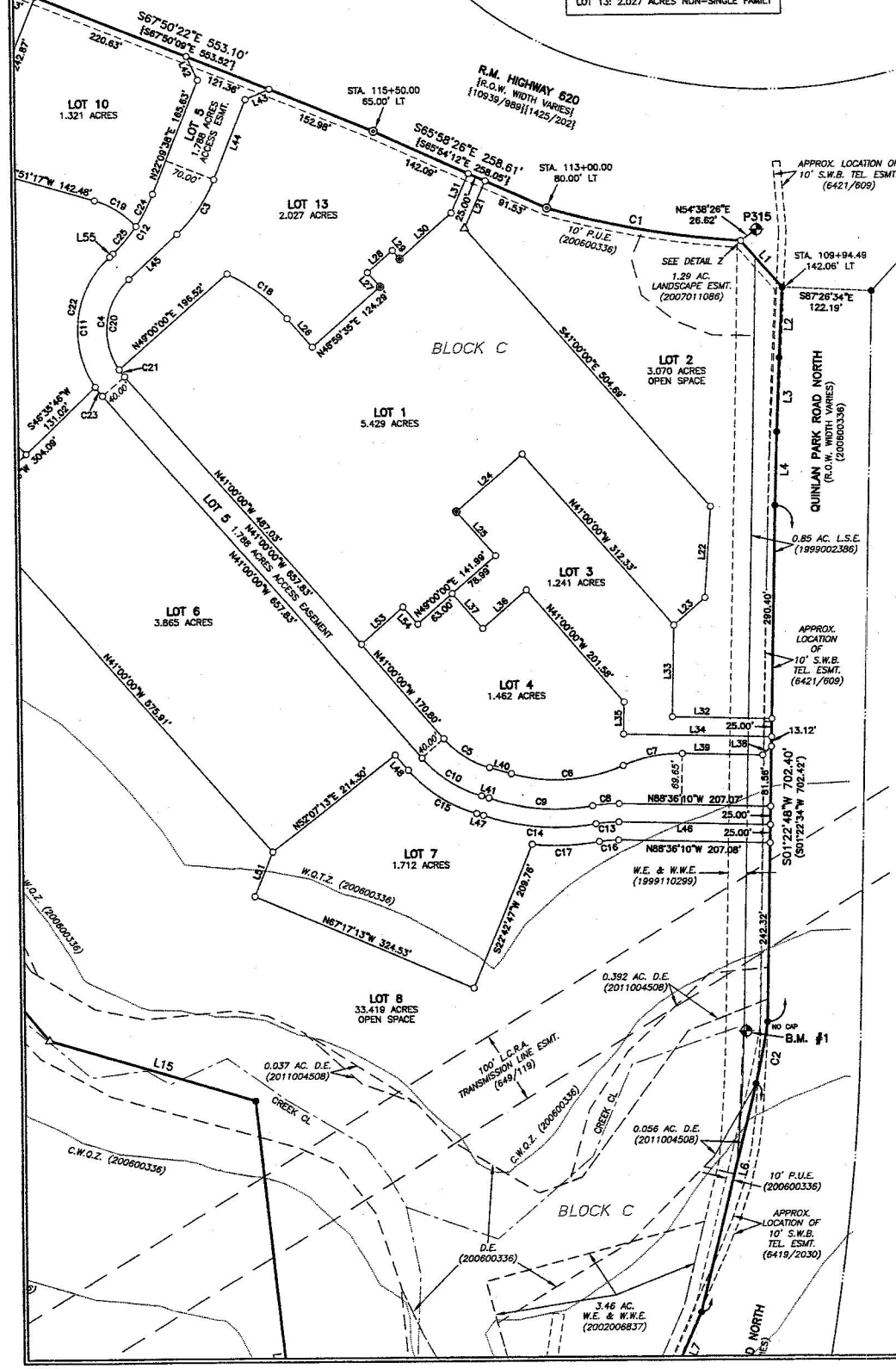
TOTAL ACREAGE: 60.930 ACRES

TOTAL NUMBER OF LOTS: 13

LOT 1: 5.429 ACRES NON-SINGLE FAMILY
LOT 2: 3.070 ACRES OPEN SPACE
LOT 3: 1.241 ACRES NON-SINGLE FAMILY
LOT 4: 1.462 ACRES NON-SINGLE FAMILY
LOT 5: 1.788 ACRES ACCESS
LOT 6: 3.865 ACRES NON-SINGLE FAMILY
LOT 7: 1.712 ACRES NON-SINGLE FAMILY
LOT 8: 33.419 ACRES OPEN SPACE
LOT 9: 1.374 ACRES NON-SINGLE FAMILY
LOT 10: 1.321 ACRES NON-SINGLE FAMILY
LOT 11: 2.197 ACRES NON-SINGLE FAMILY
LOT 12: 2.025 ACRES NON-SINGLE FAMILY
LOT 13: 2.027 ACRES NON-SINGLE FAMILY

DETAIL Z
NOT TO SCALE





STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

4/21/11

LEGEND

- ● 1/2" REBAR WITH "CFE" CAP FOUND (OR AS NOTED)
- ○ 1/2" REBAR WITH "CHAPARRAL" CAP TO BE SET
- ⊗ COTTON SPINDLE WITH "CHAPARRAL" WASHER SET
- ⊙ TxDOT TYPE II DISK FOUND
- △ MAG NAIL WITH "CHAPARRAL" WASHER SET
- ✳ COTTON SPINDLE FOUND
- ✥ BENCHMARK/CONTROL POINT LOCATION

P.U.E. PUBLIC UTILITY EASEMENT
E.E. ELECTRIC EASEMENT
W.W.E. WASTEWATER EASEMENT
W.E. WATER EASEMENT
D.E. DRAINAGE EASEMENT
C.W.Q.Z. CRITICAL WATER QUALITY ZONE
W.Q.T.Z. WATER QUALITY TRANSITION ZONE
L.S.E. LATERAL SUPPORT EASEMENT
L.C.R.A. LOWER COLORADO RIVER AUTHORITY
C.O.A. CITY OF AUSTIN
S.W.B. SOUTHWESTERN BELL
( ) RECORD INFORMATION FROM (200600336)
{ } RECORD INFORMATION FROM TXDOT {10939/989}

DATE OF SURVEY: 9/21/09

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES, 1983/93 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

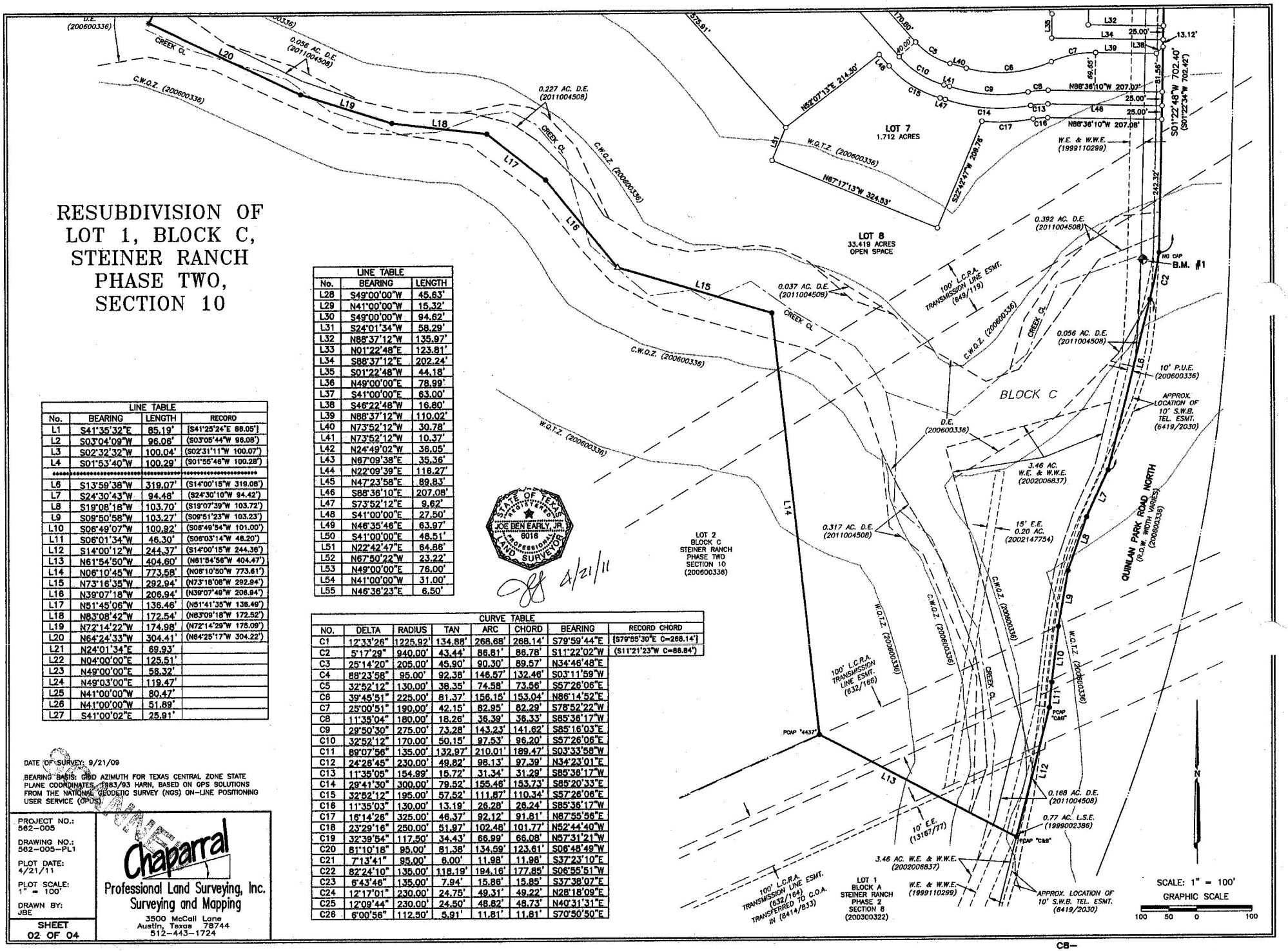
Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.: 562-005
DRAWING NO.: 562-005-PL1
PLOT DATE: 4/21/11
PLOT SCALE: 1" = 100'
DRAWN BY: JBE

SHEET 01 OF 04

Updated 1/12/12, 3:20 p.m.

RESUBDIVISION OF LOT 1, BLOCK C, STEINER RANCH PHASE TWO, SECTION 10



LINE TABLE			
No.	BEARING	LENGTH	RECORD
L1	S41°35'32"E	85.19'	(S41°25'24"E 86.05')
L2	S03°04'09"W	96.06'	(S03°05'44"W 96.08')
L3	S02°32'32"W	100.04'	(S02°31'11"W 100.07')
L4	S01°53'40"W	100.29'	(S01°55'48"W 100.28')
L6	S13°59'38"W	319.07'	(S14°00'15"W 319.08')
L7	S24°30'43"W	94.48'	(S24°30'10"W 94.42')
L8	S19°08'18"W	103.70'	(S19°07'39"W 103.72')
L9	S09°50'58"W	103.27'	(S09°51'23"W 103.23')
L10	S06°49'07"W	100.92'	(S06°49'54"W 101.00')
L11	S06°01'34"W	46.30'	(S06°03'14"W 46.20')
L12	S14°00'12"W	244.37'	(S14°00'15"W 244.36')
L13	N61°54'50"W	404.60'	(N61°54'56"W 404.47')
L14	N06°10'45"W	773.58'	(N06°10'50"W 773.61')
L15	N73°16'35"W	292.94'	(N73°16'08"W 292.94')
L16	N39°07'18"W	206.94'	(N39°07'49"W 206.94')
L17	N51°45'06"W	136.46'	(N51°41'35"W 136.49')
L18	N83°08'42"W	172.54'	(N83°09'18"W 172.52')
L19	N72°14'22"W	174.98'	(N72°14'29"W 175.09')
L20	N64°24'33"W	304.41'	(N64°25'17"W 304.22')
L21	N24°01'34"E	69.93'	
L22	N04°00'00"E	125.51'	
L23	N49°00'00"E	58.32'	
L24	N49°03'00"E	119.47'	
L25	N41°00'00"W	80.47'	
L26	N41°00'00"W	51.89'	
L27	S41°00'02"E	25.91'	

LINE TABLE		
No.	BEARING	LENGTH
L28	S49°00'00"W	45.63'
L29	N41°00'00"W	15.32'
L30	S49°00'00"W	94.62'
L31	S24°01'34"W	58.29'
L32	N88°37'12"W	135.97'
L33	N01°22'48"E	123.81'
L34	S88°37'12"E	202.24'
L35	S01°22'48"W	44.18'
L36	N49°00'00"E	78.99'
L37	S41°00'00"E	63.00'
L38	S46°22'48"W	16.80'
L39	N88°37'12"W	110.02'
L40	N73°52'12"W	30.78'
L41	N73°52'12"W	10.37'
L42	N24°49'02"W	36.05'
L43	N67°09'38"E	35.36'
L44	N22°09'39"E	116.27'
L45	N47°23'58"E	89.83'
L46	S88°36'10"E	207.08'
L47	S73°52'12"E	9.62'
L48	S41°00'00"E	27.50'
L49	N46°35'46"E	63.97'
L50	S41°00'00"E	48.51'
L51	N22°42'47"E	64.86'
L52	N67°50'22"W	23.22'
L53	N49°00'00"E	76.00'
L54	N41°00'00"W	31.00'
L55	N46°36'23"E	6.50'

CURVE TABLE							
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	RECORD CHORD
C1	12°33'26"	1225.92'	134.88'	268.68'	268.14'	S79°59'44"E	(S79°55'30"E C=268.14')
C2	5°17'29"	940.00'	43.44'	86.81'	86.78'	S11°22'02"W	(S11°21'23"W C=86.84')
C3	25°14'20"	205.00'	45.90'	90.30'	89.57'	N34°46'48"E	
C4	88°23'58"	95.00'	92.38'	146.57'	132.46'	S03°11'59"W	
C5	32°52'12"	130.00'	38.35'	74.58'	73.56'	S57°26'06"E	
C6	39°45'51"	225.00'	81.37'	156.15'	153.04'	N86°14'52"E	
C7	25°00'51"	190.00'	42.15'	82.95'	82.29'	S78°52'22"W	
C8	11°35'04"	180.00'	18.26'	36.39'	36.33'	S85°36'17"W	
C9	29°50'30"	275.00'	73.28'	143.23'	141.62'	S85°16'03"E	
C10	32°52'12"	170.00'	50.15'	97.53'	96.20'	S57°26'06"E	
C11	89°07'56"	135.00'	132.97'	210.01'	189.47'	S03°33'58"W	
C12	24°26'45"	230.00'	49.82'	98.13'	97.39'	N34°23'01"E	
C13	11°35'05"	154.99'	15.72'	31.34'	31.29'	S85°36'17"W	
C14	29°41'30"	300.00'	79.52'	155.46'	153.73'	S85°20'33"E	
C15	32°52'12"	195.00'	57.52'	111.87'	110.34'	S57°26'06"E	
C16	11°35'03"	130.00'	13.19'	26.28'	26.24'	S85°36'17"W	
C17	16°14'26"	325.00'	46.37'	92.12'	91.81'	N87°55'56"E	
C18	23°29'16"	250.00'	51.97'	102.48'	101.77'	N52°44'40"W	
C19	32°39'54"	117.50'	34.43'	66.99'	66.08'	N57°31'21"W	
C20	81°10'18"	95.00'	81.38'	134.59'	123.61'	S06°48'49"W	
C21	7°13'41"	95.00'	6.00'	11.98'	11.98'	S37°23'10"E	
C22	82°24'10"	135.00'	116.19'	194.16'	177.85'	S06°55'51"W	
C23	6°43'46"	135.00'	7.94'	15.86'	15.85'	S37°38'07"E	
C24	12°17'01"	230.00'	24.75'	49.31'	49.22'	N28°18'09"E	
C25	12°09'44"	230.00'	24.50'	48.82'	48.73'	N40°31'31"E	
C26	6°00'56"	112.50'	5.91'	11.81'	11.81'	S70°50'50"E	

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

4/21/11

DATE OF SURVEY: 9/21/09

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES, 1983/93 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

PROJECT NO.: 562-005

DRAWING NO.: 562-005-PL1

PLOT DATE: 4/21/11

PLOT SCALE: 1" = 100'

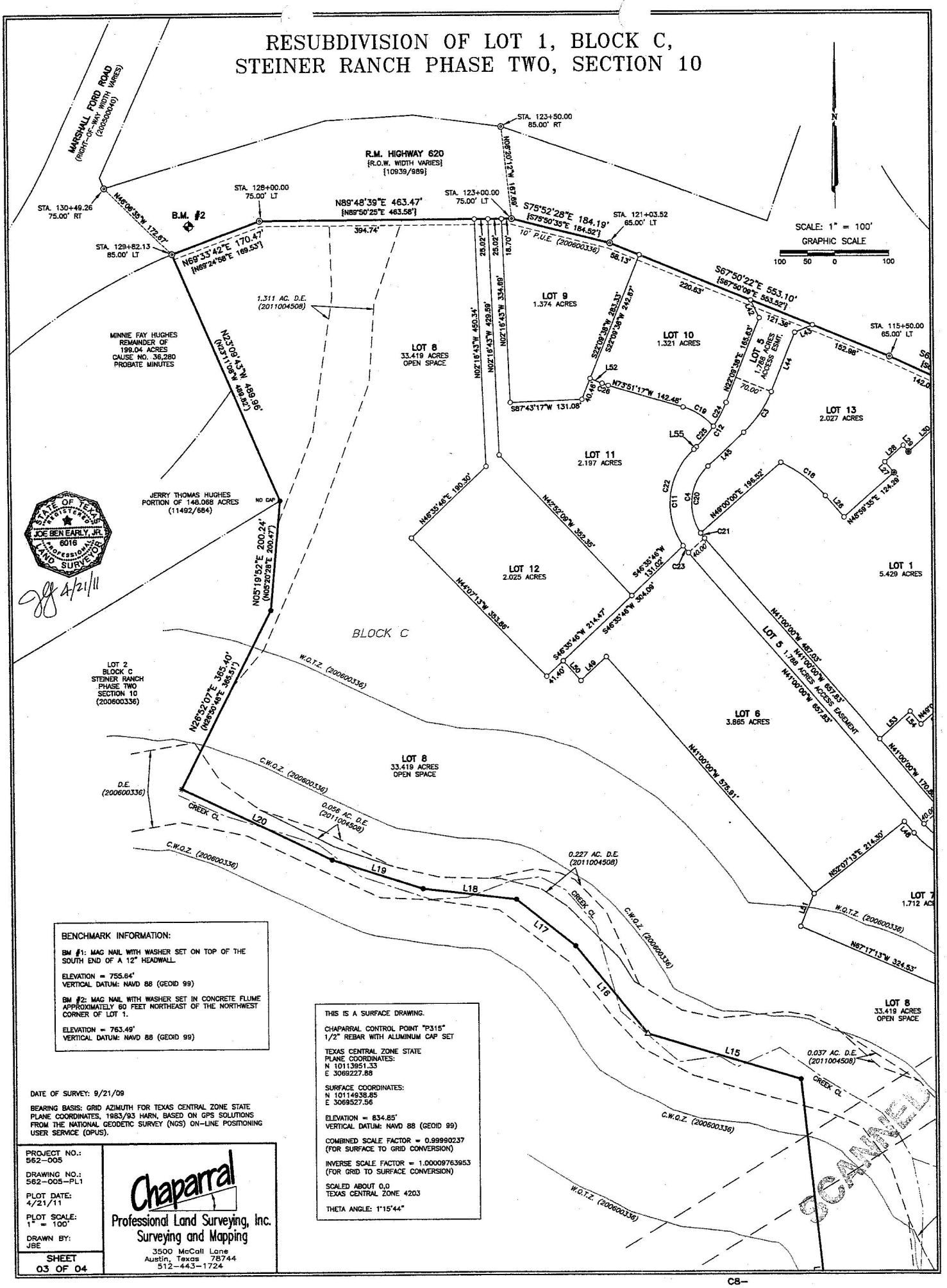
DRAWN BY: JBE

SHEET 02 OF 04

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

Updated 1/12/12, 3:20 p.m.

RESUBDIVISION OF LOT 1, BLOCK C, STEINER RANCH PHASE TWO, SECTION 10



BENCHMARK INFORMATION:

BM #1: MAG NAIL WITH WASHER SET ON TOP OF THE SOUTH END OF A 12" HEADWALL.

ELEVATION = 755.64'
VERTICAL DATUM: NAVD 88 (GEOID 99)

BM #2: MAG NAIL WITH WASHER SET IN CONCRETE FLUME APPROXIMATELY 60 FEET NORTHEAST OF THE NORTHWEST CORNER OF LOT 1.

ELEVATION = 763.49'
VERTICAL DATUM: NAVD 88 (GEOID 99)

THIS IS A SURFACE DRAWING.

CHAPARRAL CONTROL POINT "P315"
1/2" REBAR WITH ALUMINUM CAP SET

TEXAS CENTRAL ZONE STATE PLANE COORDINATES:
N 10113951.33
E 3069227.88

SURFACE COORDINATES:
N 10114938.85
E 3069527.56

ELEVATION = 834.85'
VERTICAL DATUM: NAVD 88 (GEOID 99)

COMBINED SCALE FACTOR = 0.99990237
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00009763953
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
TEXAS CENTRAL ZONE 4203

THETA ANGLE: 1°15'44"

DATE OF SURVEY: 9/21/09

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES, 1983/93 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

PROJECT NO.: 562-005
DRAWING NO.: 562-005-PL1
PLOT DATE: 4/21/11
PLOT SCALE: 1" = 100'
DRAWN BY: JBE

SHEET 03 OF 04

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

RECEIVED
20 2011
TNR

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

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

TO APPROVE A Final Plat for Steiner Ranch - Phase 2, Section 10, Resubdivision of Lot 1, Block C, Subdivision and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 19 DAY OF December, 2011.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)
M:\PERMITS\SUBDIVN\Subdivision Review\Steiner Ranch Ph 2 Sec 10 Resubd Lot 1 Block C\Sign Notice Request.dc

NOTICE OF PUBLIC HEARING

JANUARY 17, 2012, AT 9:00 AM

STEINER RANCH PHASE 2, SECTION 10,
RESUBDIVISION OF LOT 1, BLOCK C, SUBDIVISION

PRECINCT 2

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

FOR MORE INFORMATION CALL 854-7562
AND 974-2786 (DON PERRYMAN)

Updated 1/12/12, 3:20 p.m.

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: David Wahlgren **Phone #:** 974-6455
Division Director/Manager: Anna Bowlin, Division Director Development Services
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a partial vacation of Lot 1 Carriage Crossing Section Two in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The applicant is requesting a partial vacation in order to vacate Lot 1 of Carriage Crossing, Section Two. The applicant proposes to replat this property from one current lot into three single family lots on 11.47 acres.

STAFF RECOMMENDATIONS:

As the application meets all requirements and was approved by the City of Austin, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone at the time this report was written. As part of the requirements for a vacation, a sign has been posted on the property announcing the date, time, and location of the public hearing.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Location Map
Original Plat
Proposed Plat
Precinct Map
Sign Pictures
Affidavit of Sign Posting

REQUIRED AUTHORIZATIONS:

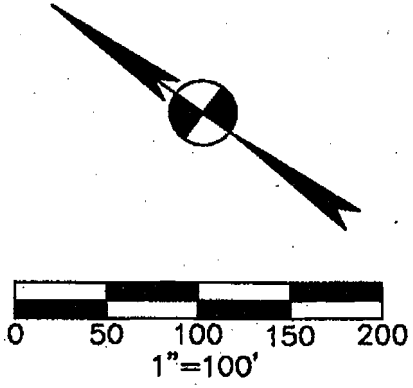
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

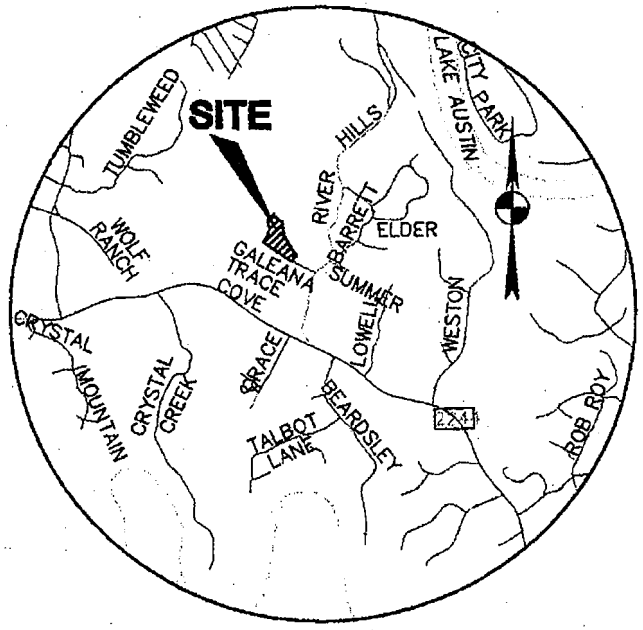
CC:

Sarah Sumner	Planner	TNR	854-7687

JA:AB:ja
1101 - Development Services -

SSING SECTION TWO





VICINITY MAP
N.T.S.

LOT 1
PERRO CAFE
ENT NO. 200500156

LOT 3, BLOCK "A"
CARRIAGE CROSSING
SECTION TWO
BOOK 98, PAGES 143-144

NT
NE)

OAD
PAGE 476)

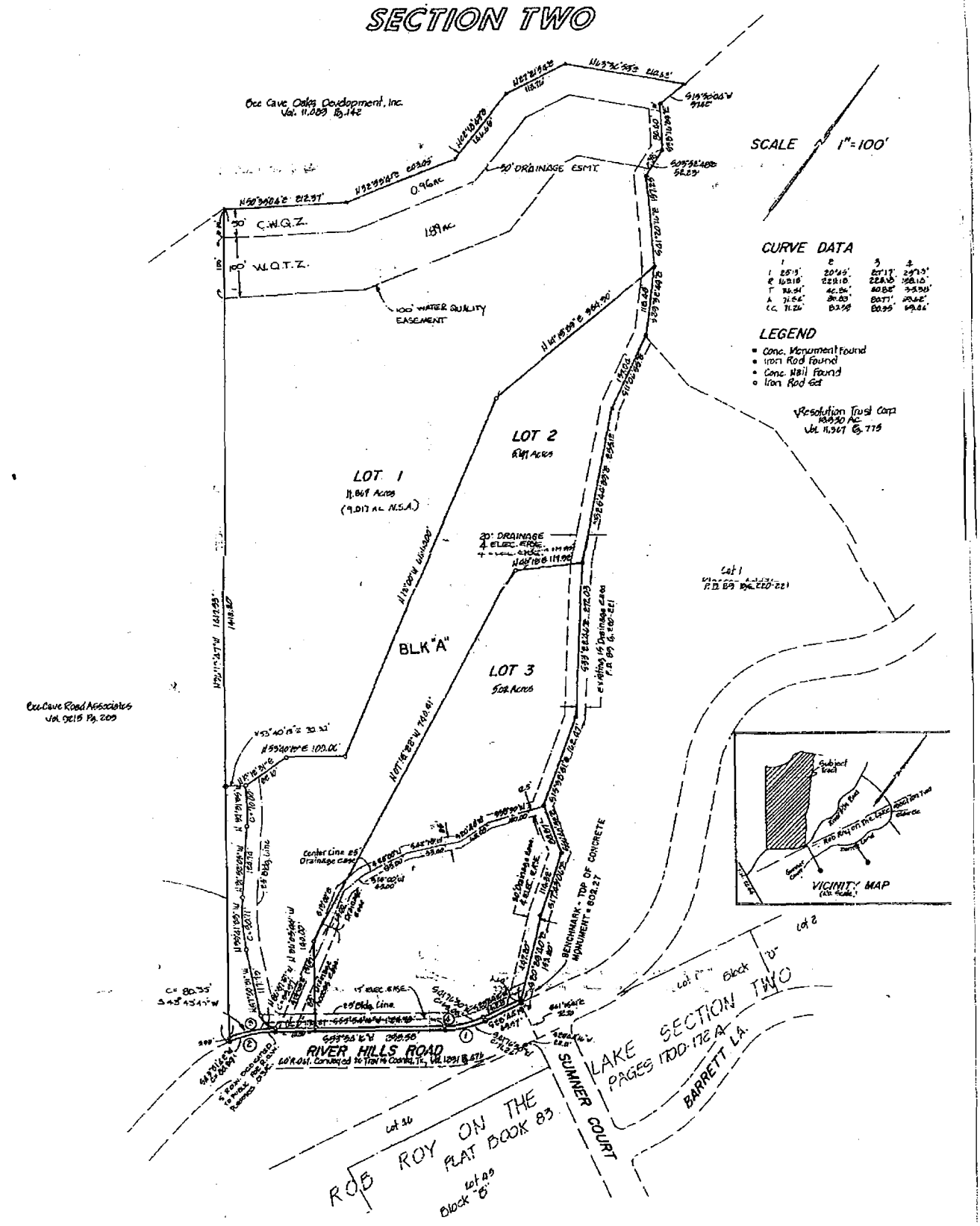
Updated 1/12/12, 3:20 p.m.

6.00 B5509 1-3-97

Vol. 98 Page. 143
Plat Records Travis County, Texas

MISC FILM CODE
00009700285

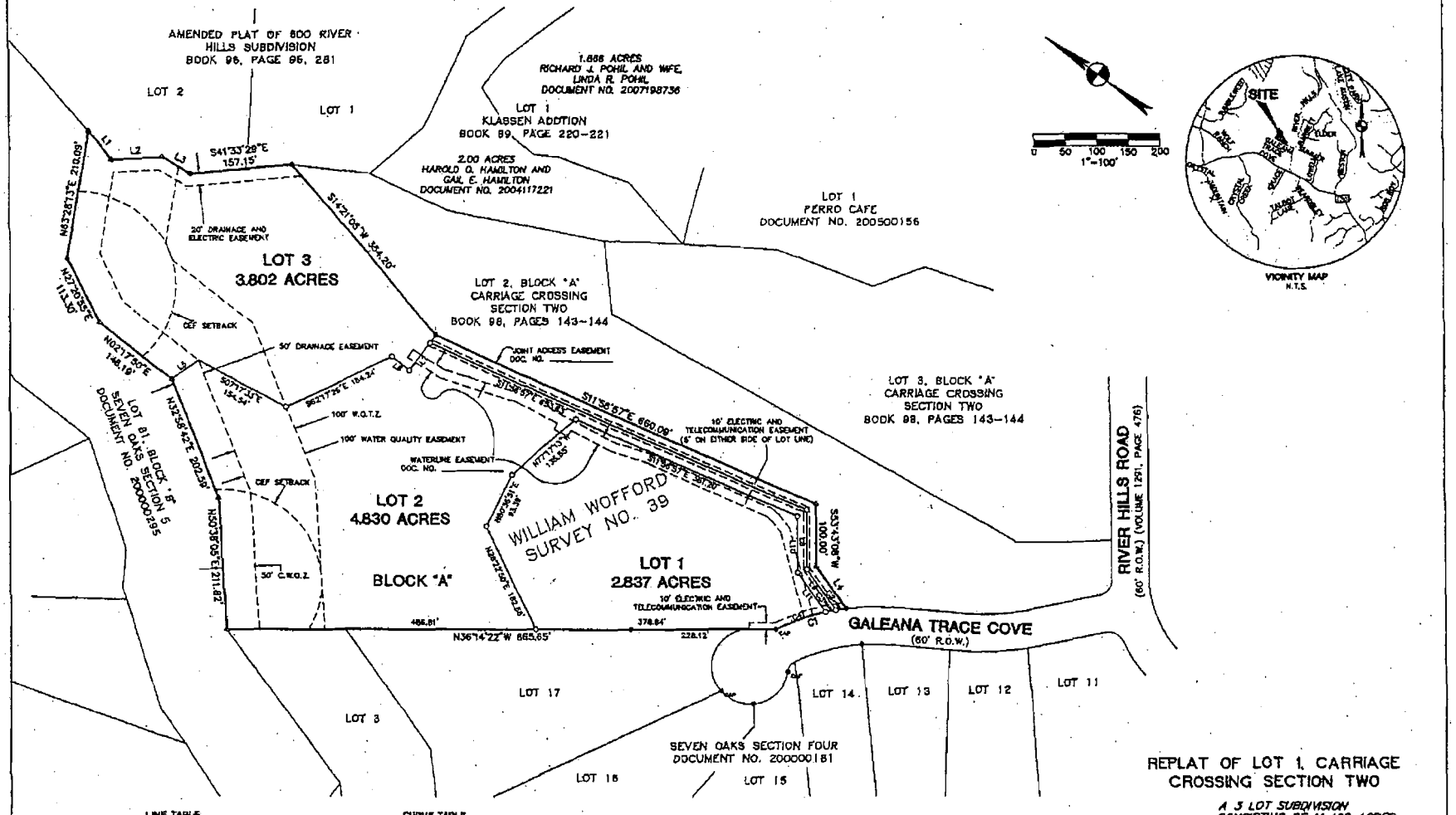
CARRIAGE CROSSING SECTION TWO



SHEET 1 OF 2

Updated 1/12/12, 3:20 p.m.

REPLAT OF LOT 1, CARRIAGE CROSSING SECTION TWO



LINE TABLE

LINE	BEARING	LENGTH
L1	N13°44'31"E	57.58
L2	N38°28'42"W	80.40
L3	N04°10'04"W	52.31
L4	N19°17'32"E	81.87
L5	S72°13'21"E	32.03
L6	S62°25'22"W	35.21
L7	S68°30'41"E	54.55
L8	S53°43'08"W	84.97
L9	S19°17'32"W	79.31
L10	N53°43'08"E	89.94
L11	N19°17'32"E	77.30

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	18°48'21"	355.00	116.31	115.79	N32°28'08"W
C2	2°43'01"	355.00	16.73	16.73	N44°25'59"W
C3	2°38'32"	355.00	16.37	16.37	N47°06'15"W
C4	13°25'48"	355.00	83.21	83.02	N55°06'15"W

LEGEND

- ● 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ▲ CALCULATED POINT
- ○ 1/2" IRON ROD WITH CAP SET
- W.Q.T.Z. WATER QUALITY TRANSITION ZONE
- C.W.Q.Z. CRITICAL WATER QUALITY ZONE

BEARING BASIS:
THE BEARING BASIS FOR THE SURVEY SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM CENTRAL ZONE NAD 83(93) USING LCRA CONTROL MONUMENTS AS FOLLOWS: A478, A802 AND A803.

REPLAT OF LOT 1, CARRIAGE CROSSING SECTION TWO

A 3 LOT SUBDIVISION CONSISTING OF 11.469 ACRES

DATE: AUGUST 2010
PREPARED BY:

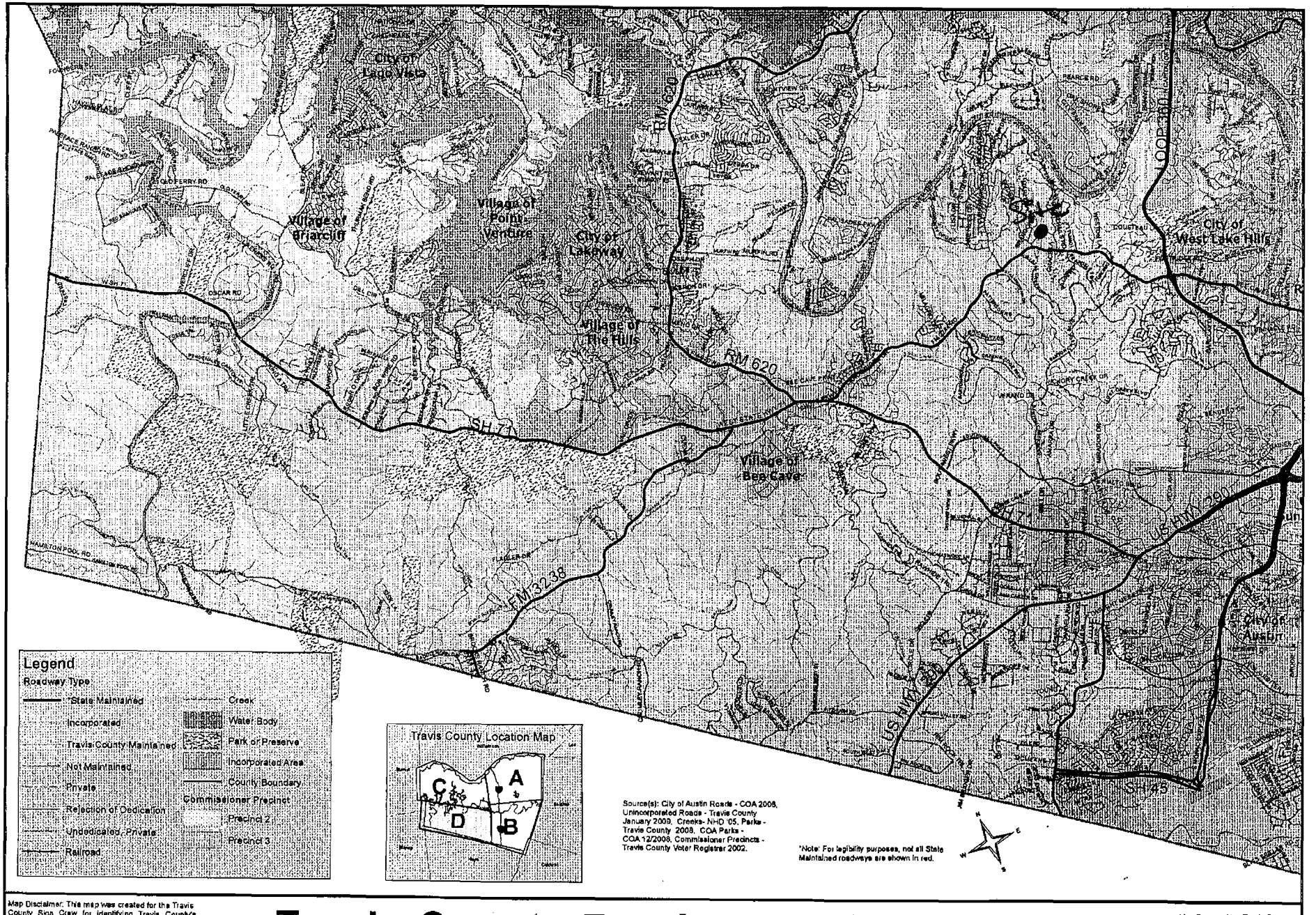
Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
TBPE Registration Number F-1046
Bury+Partners, Inc. ©Copyright 2010

Drawn by: KWA Approved by: ACO Project No.: 109046-001 File: H:\109046\001\109046001PL2.dwg

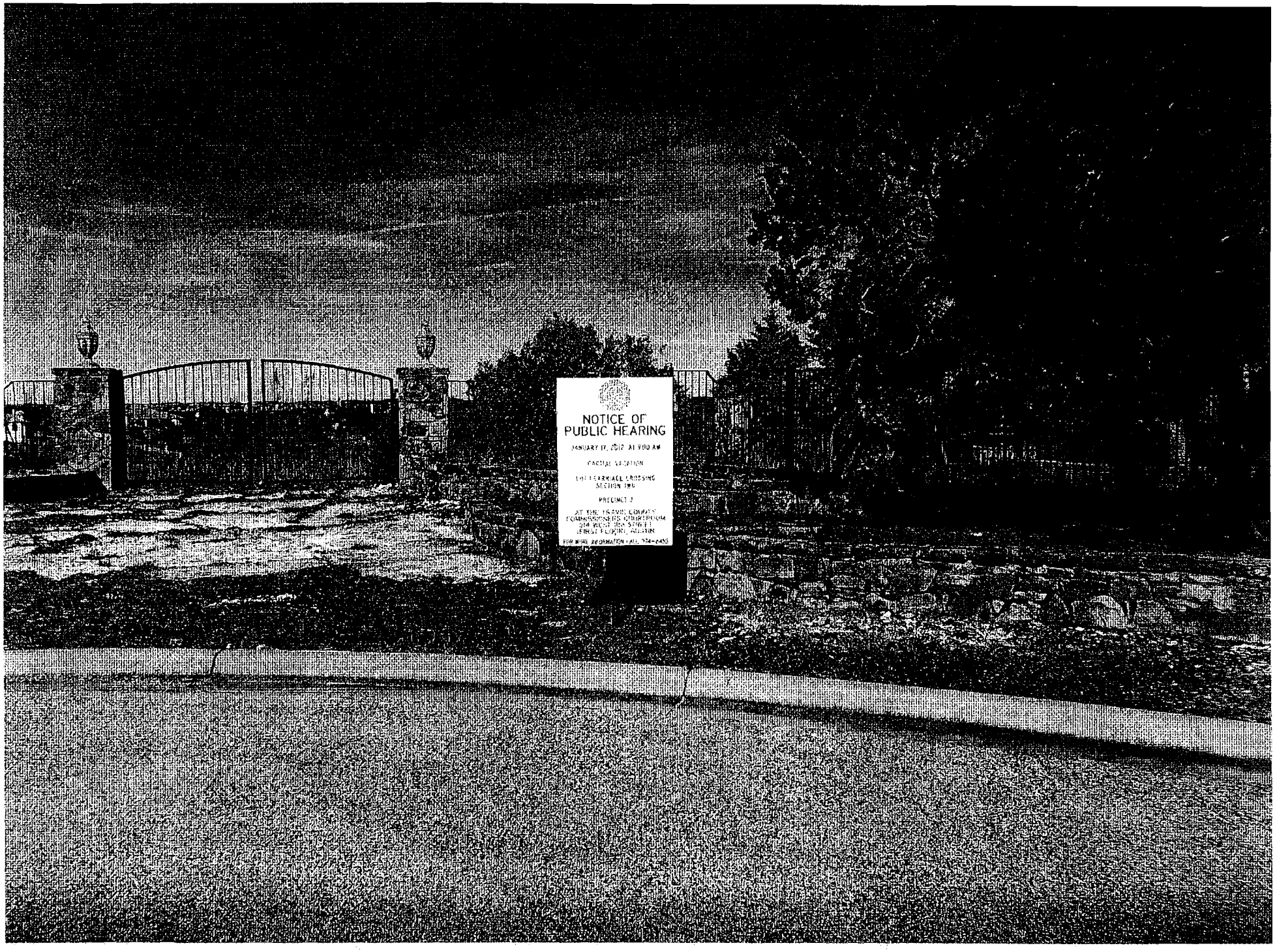
SHEET 1 OF 2

C8J-2010-0117.0A

Updated 1/12/12, 3:20 p.m.



Updated 1/12/12, 3:20 p.m.



RECEIVED
DEC 21 2011
TNR

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Plat Revision sign was posted on December 19, 2011, at Glaeana Trace Cove at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 20 DAY OF December, 2011.

SIGNATURE: Jaime García

NAME (PRINT): Jaime García

TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)
M:\PERMITS\SUBDIVN\Subdivision Review\Carriage Crossing Sec 2 Resub Lot 1\Sign Request Form.doc

Updated 1/12/12, 3:20 p.m.

NOTICE OF PUBLIC HEARING

JANUARY 17, 2012, AT 9:00 AM

PARTIAL VACATION

LOT 1 CARRIAGE CROSSING
SECTION TWO

PRECINCT 3

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

FOR MORE INFORMATION CALL 974-6455

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition subdivision. The easement is dedicated per plat and is schematically shown on the face of the plat. The subject lot fronts on Capital of Texas Highway (Loop 360), which is maintained by The State of Texas.

Professional engineer Alex G. Clarke has stated that:

"The aforementioned drainage easement was designed for a specific site plan, Wendy's at 360 (Travis County Development Permit #04-1710; City of Austin Site Development Permit #SPC-03-0026C), which was never constructed. We are currently seeking a site development permit for Loop 360 Climatized Self Storage (Travis County Development Permit #11-1897; City of Austin Site Development Permit #SPC-2011-0190C). This site requires a differently shaped drainage easement of 1.003 acres, which we are offering for recordation in exchange for the release of the existing drainage easement. The vacating of this drainage easement and the proposed drainage easement that will replace it will not cause any adverse affects to any of the surrounding property."

After review of the submitted request and recommendation, Travis County engineer Don Grigsby has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

As of this memo staff has not received any inquiries in regards to this vacation request. The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends the vacation.

ISSUES AND OPPORTUNITIES:

The original plan for this site was Wendy's at 360 (Permit #04-1710). The current 0.658 acre drainage easement was to service that particular plan. However, the Wendy's was never built. A new site plan (Permit #11-1897) has since been submitted. This new site plan, according to the request letter, requires a differently shaped drainage easement. Vacating the current drainage easement and re-dedicating it in a new configuration will allow the property owners to move forward with the permit process.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request Letter
Easement Dedication and Survey
Sign Affidavit and Pictures
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
Don Grigsby	Engineer	Development Services	854-7560

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Schmidt Addition

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition as recorded at Document #200400179 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easement;

WHEREAS, the property owner has agreed to re-dedicate a 1.003 acre replacement drainage easement to be simultaneously recorded with this Order;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on January 17, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 0.658 acre drainage easement located over and across a portion of Lot 1, Block A of the Schmidt Addition, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2012.

_____
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

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "____"

PORTION OF LOT 1, BLOCK A,
SCHMIDT ADDITION
(DRAINAGE EASEMENT RELEASE)

0.658 ACRE DRAINAGE EASEMENT
ARNOLD COLBURD SURVEY 78, ABSTRACT 33
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

BEING ALL OF THE 0.658 ACRE DRAINAGE EASEMENT SHOWN OVER AND ACROSS A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT NO. 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Attachments: Survey Drawing No. 229-005-PL1-REL-DE

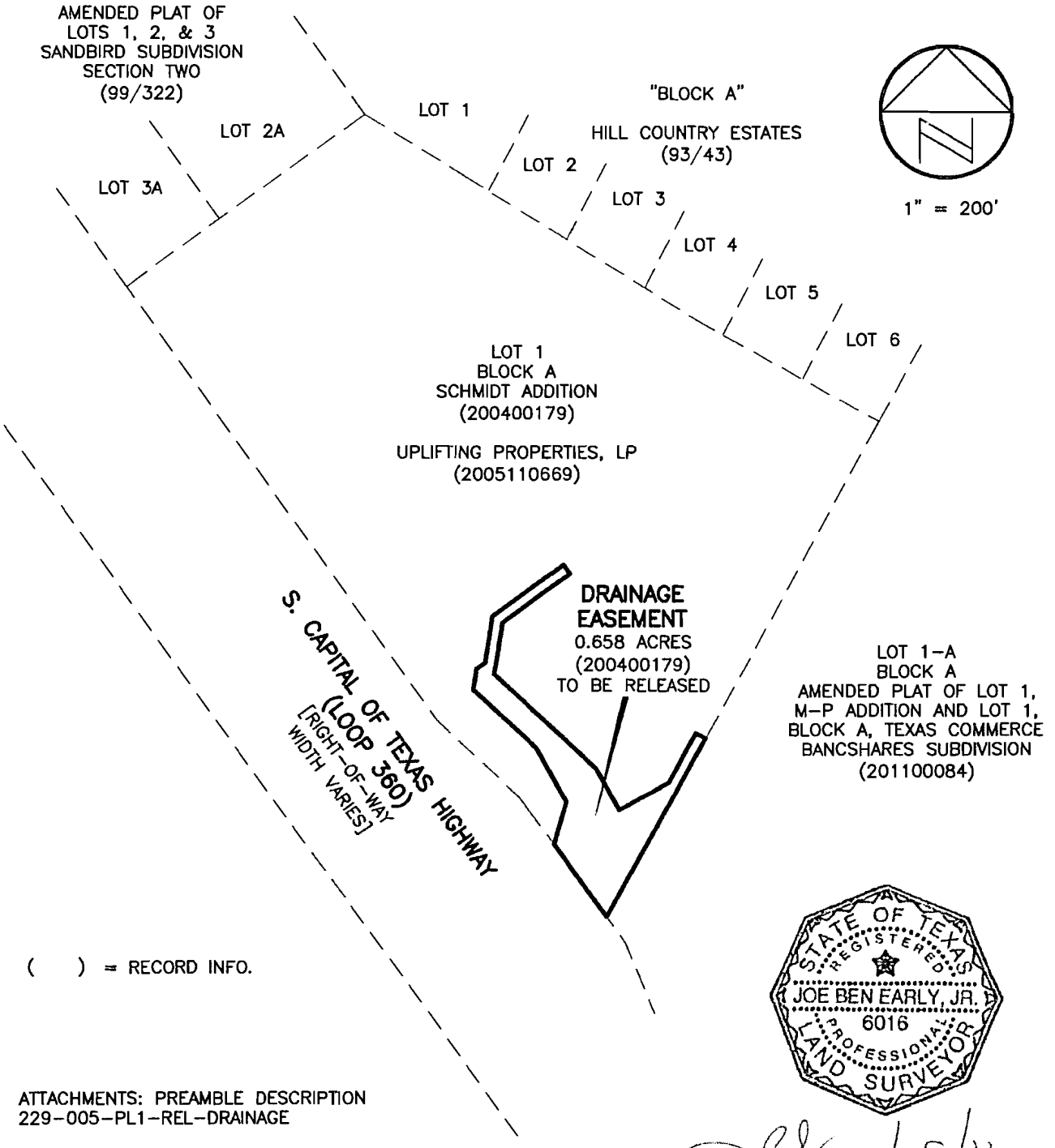
9/28/11

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

REFERENCES
TCAD Property ID #: 0103190104
Austin Grid Map E21

AN EXHIBIT OF THE 0.658 ACRE DRAINAGE EASEMENT SHOWN OVER AND ACROSS A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT NO. 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.



( ) = RECORD INFO.

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

9/28/11

ATTACHMENTS: PREAMBLE DESCRIPTION
229-005-PL1-REL-DRAINAGE

PLOT DATE: 09/28/11
DRAWING NO.: 229-005-PL1-REL-DE
PROJECT NO.: 229-005
DRAWN BY: CWW
SHEET 1 OF 1

Chaparral

LONGARO & CLARKE
Consulting Engineers

TBPE Reg. No. F-544

7501 North Capital of Texas Highway Building A, Suite 250 Austin, Texas 78731 Tel: (512) 306-0228 Fax: (512) 306-0338

November 14, 2011

Travis County Commissioners' Court
c/o Paul Scoggins
Travis County TNR
411 W. 13th Street
Austin, Texas 78701

RE: Vacation of Drainage Easement
Loop 360 Climatized Self-Storage (Travis County Development Permit #11-1897)
Longaro & Clarke, L.P. Project #352-01-83

Dear Paul:

We respectfully request the vacation of a 0.658-acre drainage easement as shown on the Schmidt Addition, a final plat recorded in the Official Public Records of Travis County, Texas as Document No. 200400179.

The aforementioned drainage easement was designed for a specific site plan, Wendy's at 360 (Travis County Development Permit #04-1710; City of Austin Site Development Permit #SPC-03-0026C), which was never constructed. We are currently seeking a site development permit for Loop 360 Climatized Self Storage (Travis County Development Permit #11-1897; City of Austin Site Development Permit #SPC-2011-0190C). This site requires a differently shaped drainage easement of 1.003 acres, which we are offering for recordation in exchange for the release of the existing drainage easement. The vacating of this drainage easement and the proposed drainage easement that will replace it will not cause any adverse affects to any of the surrounding property.

Included with this letter are the survey documents for the release of the 0.658-acre drainage easement, a copy of the plat (Schmidt Addition) on which the easement was granted, and the survey documents for the new easement for your reference. Please let me know if you have any questions or require additional information.

Very Truly Yours,
LONGARO & CLARKE, L.P.

Alex G. Clarke, P.E.
Vice President

AGC/ew

cc: Randy Hughes, Legend Communities, Inc.
Brendan Callahan, Endeavor Real Estate Group

G:\352-01\DOCS\Drainage Easement Release Request-County.doc

DRAINAGE EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

COUNTY OF TRAVIS §

That I/we, Uplifting Properties, L.P. (GRANTOR), being the owner/owners of Lot 1, Block A, Schmidt Addition, as recorded at Document Number 200400179 of the Plat Records of Travis County, Texas and conveyed to me/us by deed of record in Document Number 2005110669 of the Official Public Records of Travis County, Texas, do hereby grant and convey, to the Public (GRANTEE), the use of a portion of said land, out of the aforementioned tract of land, for drainage easement purposes in, under, upon, and across the following described property, to-wit:

> Those certain tracts of land situated in Travis County and being more particularly described by metes and bounds in Exhibit A, which is attached hereto and made a part hereof.

GRANTOR further covenants and agrees to:

1. use said property only in those ways consistent with the drainage easement herein granted and agrees to do nothing which would impair, damage, or destroy said drainage easement, and it is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and his/her successors and assigns;
2. no objects including but not limited to, buildings, fences, or landscaping shall be allowed in subject drainage easement except as approved by City of Austin and Travis County;
3. the subject drainage easement shall be maintained by the property owner or his/her assigns; and
4. the property owner or his/her assigns shall provide for access to the subject drainage easement as may be necessary and shall not prohibit access by City of Austin and Travis County for inspection or maintenance of said easement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind himself/herself, his/her heirs, executors, and administrators to WARRANT AND DEFEND FOREVER all and singular the said easement unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS THE 7TH DAY OF DECEMBER, 2011.

UPLIFTING PROPERTIES, L.P.

By: _____
Steve Goldstein

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 7th, 2011 by Steve Goldstein.

Notary Public in and for the State of Texas

Rachel Herndon

Printed Name: Rachel Herndon

My commission expires: 6.15.2015

RACHEL HERNDON
Notary Public, State of Texas
My Commission Expires
June 15, 2015

Chaparral

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "_____"

PORTION OF LOT 1, BLOCK A,
SCHMIDT ADDITION
(DRAINAGE EASEMENT)

1.003 ACRES
C. ARNOLD SURVEY NO. 78, ABS. NO. 33
CITY OF AUSTIN LIMITED PURPOSE
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 1.003 ACRES (APPROXIMATELY 43,689 SQ. FT.) IN THE C. ARNOLD SURVEY NO. 78, ABS. NO. 33, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.003 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the northeast right-of-way line of S. Capital of Texas Highway (Loop 360) (right-of-way width varies), being the southernmost corner of said Lot 1, being also the westernmost corner of Lot 1-A, Block A, Amended Plat of Lot 1, M-P Addition and Lot 1, Block A, Texas Commerce Bancshares Subdivision, a subdivision of record in Document 201100084 of the Official Public Records of Travis County, Texas, from which a concrete highway monument found at highway station 784+00, 150' left, in the northeast right-of-way line of S. Capital of Texas Highway (Loop 360), same being the southwest line of said Lot 1-A, bears South 35°39'55" East, a distance of 46.65 feet;

THENCE with the northeast right-of-way line of S. Capital of Texas Highway (Loop 360) and the southwest line of said Lot 1, the following two (2) courses and distances;

1. North 35°39'55" West, a distance of 203.05 feet to a concrete highway monument found at highway station 781+50, 150' left;

2. North 46°54'31" West, a distance of 13.30 feet to a calculated point, from which a concrete highway monument found at highway station 780+00, 120' left, in the northeast right-of-way line of S. Capital of Texas Highway (Loop 360), same being the southwest line of said Lot 1, bears North 46°54'31" West, a distance of

139.75 feet;

THENCE over and across said Lot 1, the following eight (8) courses and distances;

1. North 20°59'13" East, a distance of 94.68 feet, to a calculated point;
2. North 74°09'02" East, a distance of 36.11 feet, to a calculated point;
3. South 76°41'24" East, a distance of 26.50 feet, to a calculated point;
4. North 33°14'37" East, a distance of 53.91 feet, to a calculated point;
5. North 60°55'22" East, a distance of 46.72 feet, to a calculated point;
6. South 14°06'50" East, a distance of 27.67 feet, to a calculated point;
7. South 61°48'35" West, a distance of 22.28 feet, to a calculated point;
8. South 64°19'09" East, a distance of 122.68 feet to a calculated point in the southeast line of said Lot 1, being in the northwest line of said Lot 1-A, from which a 1/2" rebar found for the easternmost corner of said Lot 1, being in the northwest line of said Lot 1-A, being also the southernmost corner of Lot 6, Block A, Hill Country Estates, a subdivision of record in Volume 93, Page 43 of the Plat Records of Travis County, Texas, bears North 28°48'18" East, a distance of 493.73 feet;

THENCE with the southeast line of said Lot 1 and the northwest line of said Lot 1-A, the following two (2) courses and distances;

1. South 28°48'18" West, a distance of 127.24 feet, to a 1/2" rebar with "Chaparral" cap found;
2. South 28°58'18" West, a distance of 150.86 feet to the **POINT OF BEGINNING,** containing 1.003 acres of land, more or less.

Surveyed on the ground on March 23, 2009. Bearing basis is Grid Azimuth for the Texas Central Zone, NAD 1983/93 HARN from the LCRA survey control network. Attachments: Survey Drawing No. 229-005-DE5

9/27/11

Joe Ben Early, Jr. Date
Registered Professional Land Surveyor
State of Texas No. 6016

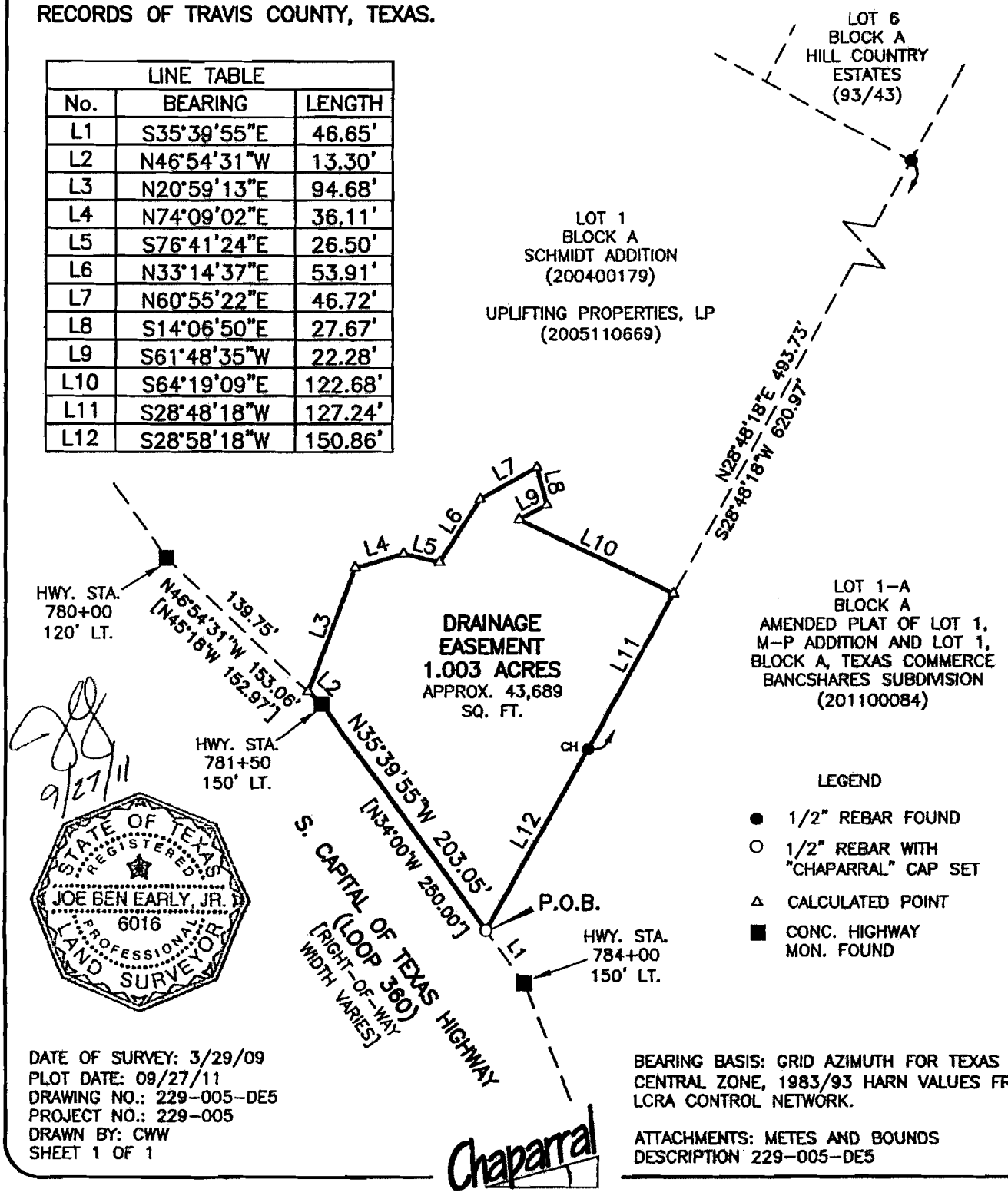
STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

REFERENCES
TCAD Property ID #: 0103190104
Austin Grid Map E21

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.003 ACRES (APPROXIMATELY 43,689 SQ. FT.) IN THE C. ARNOLD SURVEY NO. 78, ABS. NO. 33, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, SCHMIDT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT 200400179 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO UPLIFTING PROPERTIES, LP BY SPECIAL WARRANTY DEED DATED JUNE 20, 2005 AND RECORDED IN DOCUMENT 2005110669 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

1"=100'

LINE TABLE		
No.	BEARING	LENGTH
L1	S35°39'55"E	46.65'
L2	N46°54'31"W	13.30'
L3	N20°59'13"E	94.68'
L4	N74°09'02"E	36.11'
L5	S76°41'24"E	26.50'
L6	N33°14'37"E	53.91'
L7	N60°55'22"E	46.72'
L8	S14°06'50"E	27.67'
L9	S61°48'35"W	22.28'
L10	S64°19'09"E	122.68'
L11	S28°48'18"W	127.24'
L12	S28°58'18"W	150.86'



DATE OF SURVEY: 3/29/09
PLOT DATE: 09/27/11
DRAWING NO.: 229-005-DE5
PROJECT NO.: 229-005
DRAWN BY: CWW
SHEET 1 OF 1

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 229-005-DE5

Chaparral

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A Public Notice of Vacation of a 0.658 acre drainage easement sign was posted on December 27, 2011, on the easterly side of Loop 360 along the front lot line of Lot 1, Block A of Schmidt Addition at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 29 DAY OF December, 2011.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: TNR / R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\11DE\05-Loop360\SignRequest-Loop360.doc

Updated 1/12/12, 3:20 p.m.

NOTICE OF PUBLIC HEARING

JANUARY 17, 2012, AT 9:00 AM

DRAINAGE EASEMENT VACATION

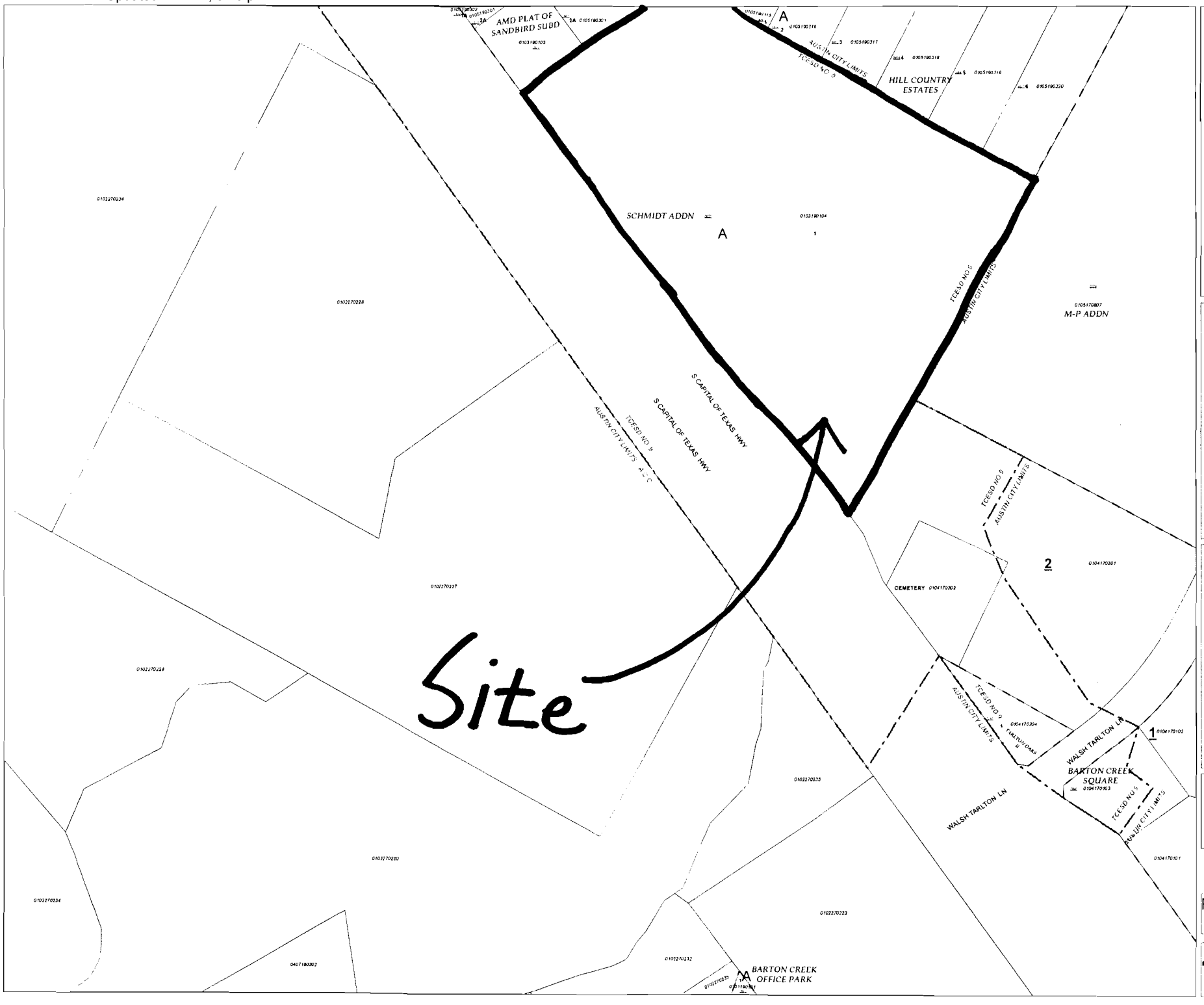
TO APPROVE THE VACATION OF A 0.658 ACRE DRAINAGE EASEMENT LOCATED OVER AND ACROSS A PORTION OF LOT 1, BLOCK A OF SCHMIDT ADDITION – A SUBDIVISION IN PRECINCT THREE

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

FOR MORE INFORMATION CALL 854-9383

Updated 1/12/12, 3:20 p.m.

Updated 1/12/12, 3:20 p.m.



Travis Central Appraisal District
8314 Cross Park Drive
Austin, Texas 78754
P.O. Box 149012
Austin, Texas 78714
Internet Address: www.traviscad.org
Main Telephone Number (512) 834-9317
Appraisal Information (512) 834-9318
TDD (512) 836-3328

This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet
Projection: Lambert_Conformal_Conic

N

Bold = 400 scale map

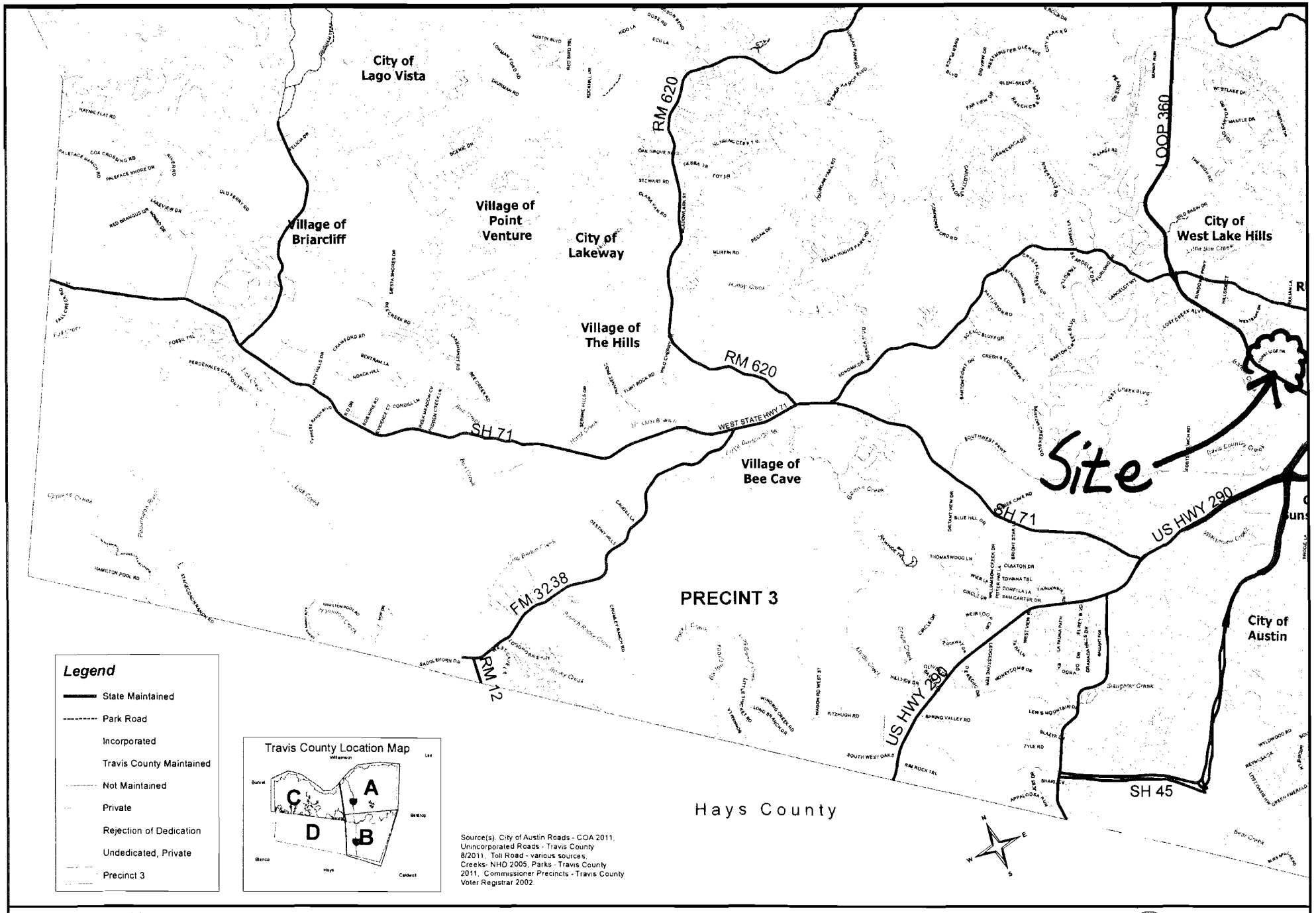
10227 10218

0 100 Feet

Revision Date 07/29/2008

1 0319

Updated 1/12/12, 3:20 p.m.



Map Disclaimer: The data is provided "as is" with no warranties of any kind

Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources Date: 8/9/2011

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: Steven Manilla **Phone #:** 854-9383
Division Director/Manager:

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One
Commissioner Huber, Precinct Three

AGENDA LANGUAGE:
Consider and take appropriate action on the following requests:
A) Approve a Pass-Through Toll Finance Agreement with TxDOT for FM 1626 between west of Brodie Lane and FM 2304 (aka Manchaca Road), in Precinct Three;
B) Approve a Pass-Through Toll Finance Agreement with TxDOT for FM 969 between FM 3177 (aka Decker Lane) and Hunters Bend Road, in Precinct One; and
C) Provide Resolutions supporting Tavis County's Pass-Through Toll Finance Agreement with TxDOT for portions of FM 973 and FM 969 in Precinct One and a portion of FM 1626 in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
FM 1626 project consists of widening and reconstruction of FM 1626 from 1,100 feet west of Brodie Lane to FM 2304. From 1,100 feet west of Brodie Lane to the Bear Creek Bridge, the roadway will be a five lane section with a continuous left turn lane and 10' shoulders. From Bear Creek Bridge to FM 2304, the roadway will be a five lane curb and gutter section with 6' shoulders and a sidewalk on one side of the roadway. Total project length is approximately 1.11 miles.

FM 969 project consists of widening and reconstruction of FM 969 from FM 3177 to Hunters Bend Road to be done in two phase. Phase I is to widen the roadway to provide continuous left turn lane, shoulders, and a sidewalk on one side of the roadway from FM 3177 to FM 973. Phase II will provide two additional travel lanes, a continuous left turn lane, shoulders, and a sidewalk on one side of the roadway from FM 973 to Hunters Bend Road. Total project length is approximately 3.97 miles.

The Pass-Through Toll Finance Program requires public or private entities to fund all project costs for improvements to state highways. The Program allows for reimbursements to be made only on construction costs. Project costs include engineering, ROW, utility relocation, construction management, and construction. In 2010 the County submitted applications for FM 1626 and FM 973 but we were not selected. In a debriefing with TxDOT afterwards we were advised that many of the

selected projects included offers to reduce the reimbursement on construction costs in order to increase their competitiveness. TNR recommended using the same strategy in preparation for the 2011 Program applications.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

State highways are part of the regional transportation system and they have historically been the responsibility of TxDOT. With a few relatively minor exceptions, spending County funds on state highway projects has been limited to right-of-way costs. The highways would need to be designed and built to state standards, which is typically more expensive than county roadways. In the proposed agreements TxDOT will be responsible for the construction phase. As such they will retain responsibility for operation and maintenance of each roadway,

Attached is correspondence from TxDOT showing their responses to various issues raised by County Staff. The most significant outstanding issues pertain to project cost over-runs, under-runs, and timeframes for providing additional funds if needed.

FISCAL IMPACT AND SOURCE OF FUNDING:

TxDOT's reimbursement amounts will be based on the actual low bid construction costs subject to the following two conditions: i) TxDOT will reimburse its proportional share of the amount by which the Actual Cost of Construction exceeds the Estimated Total Construction Cost (cost overrun). However, total reimbursement amount will not exceed 110% of Allowable Construction Costs. ii) TxDOT will reimburse to the County the amount by which the Actual Cost of Construction is less than the Estimated Total Construction Cost (cost under-run), up to 10% of the Estimated total Construction cost, only if the following conditions are met:

a) The total of actual cost and under-run reimbursement may not exceed the Allowable Construction Cost;

b) The amount of cost under-run reimbursement received by County must be expended on the Project, or on other mutually acceptable state highway projects located in Travis County's jurisdiction;

c) The amount of cost under-run reimbursements received by County may be expended on the actual costs of an eligible project's environmental clearance and mitigation, ROW acquisition, land surveys, engineering, utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or profits; and

d) County receives TxDOT's prior written consent for the expenditures.

The County will be responsible for funding the engineering, ROW, utility relocation, and construction costs. County is required to advance to TxDOT all funds necessary for the construction of the project at least sixty (60) days prior to the date set for receipt of the construction bids. In the event that TxDOT determines that additional funding by County is required for construction, the County is required to make payment to TxDOT within thirty (30) days from receipt of TxDOT's written notice. PBO has expressed concerns on meeting this tight schedule and the uncapped dollar amounts. TxDOT asserts that they are not able to make any changes due to 43 TAC Part 1 Section 5.58(b)(3) Allocations of Risk Cost Overruns and Under-Runs (see attached TxDOT Responses). In addition, the tight schedule is required during the construction phase in order to prevent delay claims from contractors.

Estimated Total Project Costs
FM 1626: $12,223,300
Engineering, Permitting, Environmental Clearance, and Construction Eng: $1,950,000 (100% County)
ROW and Utility Relocation: $2,370,000 (100% County)
Construction: $7,903,300 ($3,700,000 County)
FM 969: $18,128,600
Engineering, Permitting, Environmental Clearance, & Construction Eng: $3,010,000 (100% County)
ROW and Utility Relocation: $1,580,000 (100% County)
Construction: $13,538,600 ($4,000,000 County)

TxDOT Reimbursements
FM 1626: $4,203,300 (53% of construction cost)
FM 969: $9,538,600 (71% of construction cost)

County Net Projects Costs
FM 1626: $8,020,000 (66% County)
FM 969: $8,590,000 (47% County)

Costs shown above do not include finance costs or inflation.

TxDOT will begin reimbursement payments one year after the project is complete.
FM 1626
Project Length 1.11 miles
Reimbursement Rate: $0.045 per vehicle-mile traveled
Minimum annual amount: $210,165 (20 years for full reimbursement)
Maximum annual amount: $420,330 (10 years for full reimbursement)

Based on TxDOT's traffic projections for 2017 (6,721,000 VMT) and 2037 (9,033,750 VMT), the full reimbursement will be made between 10.3 to 13.8 years depending on actual future volumes.

FM 969
Project Length: 3.97 miles
Reimbursement Rate: $0.016 per vehicle-mile traveled
Minimum annual amount: $476,390 (20 years for full reimbursement)
Maximum annual amount: $953,860 (10 years for full reimbursement)
Based on TxDOT's traffic projections for 2017 (32,024,005 VMT) and 2037 (55,063,900 VMT), the full reimbursement will be made between 10.8 and 18.6 years depending on actual future traffic volumes.

NOTE: For traffic count data, County will be responsible for installation, operations and maintenance of traffic counter equipment at specific traffic count sites. Traffic count data will be provided to TxDOT for calculation of annual reimbursement amount based on per vehicle-mile reimbursement rate.

PBO has advised TNR that funding this project will impact the debt model. The amount needed, albeit not all at once, will affect the County's debt capacity and reduce our ability to fund other projects on the County maintained roadway system.

The County does not need to have the full project amount in-hand at the time a contract is executed with TxDOT. Projected cash flows for these two projects are as follows:

FM 1626 2012 Q2 Eng: $1,750,000
2014 Q3 ROW: $2,370,000
2016 Q1 Construction: $8,103,300
Total: $12,223,300
FM 969 2012 Q2 Engineering $1,140,000
2014 Q1 ROW: $1,580,000
2015 Q4 Construction: $15,408,600
Total: $18,128,600

EXHIBITS/ATTACHMENTS:
Pass-Through Agreement for Payment of Pass-Through Tolls by the Department (FM1626)
Pass-Through Agreement for Payment of Pass-Through Tolls by the Department (FM969)

Texas Transportation Commission Minute Order for 2011 Pass-Through Toll Program
TxDOT Responses to County review comments
PBO Memo to Court

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

: :
0101 - Administrative Svs-

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director

DATE: January 9, 2012

SUBJECT: TxDoT Pass-Through Financing

Debt Model and Cash Flow Assumptions:

PBO has been asked to provide the Commissioners Court with our comments regarding the proposed pass-through financing project funding options. As part of PBO's debt model presentation on August 9, 2011 (Agenda Item #20), the impact of an approximate $30 million in TxDOT projects was included in the debt model presentation. At that time, PBO provided several cash flow scenarios that included up to $486.31 million in total debt issued by Travis County between FY 12 and FY 18 (in addition to the average $20.4 million in COs that it is anticipated the County will issue each year for on-going capital needs). While debt service was projected to increase to an estimated $122.7 million by FY 2017 (a 64.4 % increase over FY 12's debt service of $74.6 million), the County was not at risk of violating any of its primary key debt ratios.

TNR has provided the following cash flow for the proposed projects as follows:

	FY 12	FY 13	FY 14	FY 15	FY 16		Total
FM 1626	$1,750,000	-	$2,370,000	-	$8,103,300		$12,223,300
FM 969	1,140,000	-	1,580,000	15,408,600	-		18,128,600
Total	$2,890,000	$0	$3,950,000	$15,408,600	$8,103,300		$30,351,900

Please note that the above amounts do not include issuance costs and rounding of the amounts to the nearest $5,000 for bond issuance purposes. PBO estimates FM 1626 to total $12,300,000 with associated issuance costs and FM 969 to total $18,245,000. The following table provides the total estimated principal and interest (5%) on twenty year debt associated with the projects assuming the estimated costs do not change:

	Total Principal	Total Interest (5%)	Total	Reimbursement	County's Responsibility
FM 1626	$12,300,000	$7,404,223	$19,704,223	($4,203,300)	$15,500,923
FM 969	18,245,000	10,982,931	29,227,931	(9,538,600)	19,689,331
	$30,545,000	$18,387,154	$48,932,154	($13,741,900)	$35,190,254

Bonds Issuance and State Reimbursement:

It is PBO's understanding from Bond Counsel that the County has the authority to issue bonds for this purpose under Texas Government Code §1479.002. These bonds do not need to be voter approved but will resemble long term bonds issued by the County related to voter authorizations. In addition, the agreement includes partial reimbursement from the State (of direct construction costs). PBO recommends that the Court use this reimbursement towards payment of the debt associated with these projects if such payment is financially sound. PBO has requested that the agreement not include any restrictions on the use of the reimbursement in the event that a future Commissioners Court would like to keep such resources in the General Fund and/or the debt associated with these projects has been paid off.

Concerns Raised by PBO:

PBO outlined the following concerns with the proposals in an email dated November 3, 2011:

- Travis County must expend any cost savings achieved on the project or on a mutually acceptable State highway project instead of using to pay associated debt or any other purpose designated by the Commissioners Court. If Travis County can expend such savings on right-of-way, engineering etc. related to the project, this might not be an issue. It only appears to be a concern if the County does not have any more related costs to exhaust such savings.
- The agreement allows the State to initiate change orders where Travis County only has ten days to review and provide comments and yet are wholly responsible for any related costs.
- Reimbursements to the County will not begin to occur until the projects are "substantially" completed as defined by the State. TNR has indicated that FM 969 will be in two phases and Travis County should be able to receive reimbursements on the first phase at least two years sooner than the second phase.
- The total reimbursement amount will not exceed 110% of the allowable construction costs. PBO has understood that there will be no reimbursement of construction management or contingency costs.
- There is no cap to Travis County's funding obligation for these projects. However, there is an option for the County to terminate the agreement if, after design is complete, the project is over 110% over budget.
- Travis County will only have 30 days to provide requested additional funding to the State.

Finally, PBO recommends that the Auditor's Office have sufficient time to review the agreement and the new form of debt that these agreements will produce in order to ensure that all their requirements are met (including that all debt to be issued is for capital expenditures).

cc: Cynthia McDonald (TNR)
Steve Manilla (TNR)
Leroy Nellis (PBO)
Tom Nuckols (County Attorney's Office)
Glenn Opel, County's Bond Counsel
Ladd Pattillo, County's Financial Advisor
Susan Spataro (County Auditor)
Steve Sun (TNR)
Hannah York (County Auditor's Office)
Diana Warner (County Auditor's Office)

RESOLUTION TO ENTER INTO PASS-THROUGH AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTING IMPROVEMENTS TO FM 969 FROM FM 3177 TO HUNTERS BEND ROAD

WHEREAS, Texas Transportation Code Section 222.104(b) authorizes the Texas Department of Transportation ("TxDOT") to enter into an agreement with a public or private entity that provides for the payment of pass-through tolls to the entity as reimbursement for the design, development, construction, maintenance, or operations of a tolled or non-tolled facility on the state highway system by the public or private entity;

WHEREAS, on December 16, 2010 by Minute Order 112526, the Texas Transportation Commission approved a call for submission of projects under the pass-through financing program beginning on December 31, 2010 and ending at 3:00 p.m. on March 1, 2011;

WHEREAS, FM 969 is a part of the state highway system;

WHEREAS, FM 969 is increasingly congested and will become even more congested as the population and vehicle traffic from areas in and around the FM 969 corridor and other parts of eastern Travis County continue to grow;

WHEREAS, Travis County recognizes the need for early planning and preparation for the projected significant increases in population and vehicle traffic;

WHEREAS, improving FM 969 by widening and reconstructing FM 969 from FM 3177 to Hunters Bend Road (the "Project") would improve safety, alleviate congestion, provide access to existing and planned future development both in and around the FM 969 corridor and other parts of eastern Travis County, and facilitate the efficient movement of goods and services in Travis County;

WHEREAS, the Project would accommodate anticipated traffic volumes in the fast growing Desired Development Zone;

WHEREAS, traffic from the Desired Development Zone will increase congestion and reduce safety if the Project is not constructed;

WHEREAS, the Project is Travis County's highest priority state highway project in the southeast Travis County area;

WHEREAS, Travis County recognizes the need for early planning and preparation for the projected significant increases in population and vehicle traffic;

WHEREAS, the cities and communities surrounding the existing and proposed FM 969 corridor support the Project;

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

WHEREAS, on February 22, 2011, the Travis County Commissioners Court approved the Transportation and Natural Resources Department's request to submit a Pass-Through Toll Financing Program Application for the Project;

WHEREAS, on May 26, 2011, the Commission passed Minute Order Number 112685, authorizing the County to construct the Project;

WHEREAS, on July 28, 2011, the Commission passed Minute Order Number 112755, authorizing TxDOT to enter into a pass-through agreement with the County in furtherance of the Project; and

WHEREAS, the Travis County Commissioners Court finds that undertaking the Project would facilitate the efficient movement of people, goods, and services in Travis County and would benefit the residents of Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute Contract No. PT2011-003-01, a pass through agreement for payment of pass-through tolls by TxDOT, under which, among other things:

1. The Project would consist of two phases. Under Phase 1, FM 969 would be widened to provide a continuous left turn lane, shoulders, and a sidewalk on one side of the roadway from FM 3177 to FM 973. Phase 2, FM 969 would be widened to provide two additional travel lanes, a continuous left turn lane, shoulders, and a sidewalk on one side of the roadway from FM 973 to Hunters Bend Road. The total Project length is 3.97 miles; and

2. TxDOT will reimburse the County at a rate of $0.016 per vehicle-mile traveled. The minimum annual amount that TxDOT will pay is $476,390 (20 years for full reimbursement), and the maximum amount that TxDOT will pay is $953,860 (10 years for full reimbursement). TxDOT will reimburse the County $9,538,600, which amount is 71% of the estimated total construction cost for the Project.

BE IT SO ORDERED ON THIS _____ DAY OF _____, 2012.

By: _____
Samuel T. Biscoe, County Judge

_____
Ron Davis, Commissioner
Precinct 1

_____
Sarah Eckhardt, Commissioner
Precinct 2

_____
Karen Huber, Commissioner
Precinct 3

_____
Margaret Gómez, Commissioner
Precinct 4

RESOLUTION TO ENTER INTO PASS-THROUGH AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTING IMPROVEMENTS TO FM 1626 FROM WEST OF BRODIE LANE TO FM 2304

WHEREAS, Texas Transportation Code Section 222.104(b) authorizes the Texas Department of Transportation ("TxDOT") to enter into an agreement with a public or private entity that provides for the payment of pass-through tolls to the entity as reimbursement for the design, development, construction, maintenance, or operations of a tolled or non-tolled facility on the state highway system by the public or private entity;

WHEREAS, on December 16, 2010 by Minute Order 112526, the Texas Transportation Commission approved a call for submission of projects under the pass-through financing program beginning on December 31, 2010 and ending at 3:00 p.m. on March 1, 2011;

WHEREAS, FM 1626 is a roadway on the state highway system that serves regional transportation needs in northern Hays County, one of the fastest growing sectors of the Austin metropolitan area;

WHEREAS, much of the new traffic generated from growth in the FM 1626 corridor in Hays County is destined for the Austin urban area, and traffic from Hays County uses Brodie Lane and FM 2304 (Manchaca Road) to access arterials heading into downtown Austin;

WHEREAS, Hays County has entered into an agreement with TxDOT to widen FM 1626 to a four-lane roadway from FM 967 in Hays County to Brodie Lane in Travis County (the "Hays County Improvements");

WHEREAS, the Hays County Improvements to FM 1626 between FM 2770 and Brodie Lane will divert regional traffic to Brodie Lane through existing neighborhoods and will significantly degrade the safety of Brodie Lane, a two-lane county road, and the quality of life of the adjoining neighborhoods;

WHEREAS, the Hays County Improvements make it more urgent for improvements to be made within Travis County's portion of FM 1626 from Brodie Lane to FM 2304 (Manchaca Road) because the additional capacity created by the Hays County Improvements will increase traffic directly onto Brodie Lane and the existing two-lane FM 2304 (Manchaca Road);

WHEREAS, widening and reconstructing FM 1626 from west of Brodie Lane to FM 2304 and widening FM 2304 (Manchaca Road) to a five-lane section with a continuous left turn lane and shoulders (the "Project") would provide a more direct and efficient route for traffic heading north into Austin;

WHEREAS, Travis County recognizes the need for early planning and preparation for the projected significant increases in population and vehicle traffic;

WHEREAS, the cities and communities surrounding the existing and proposed FM 969 corridor support the Project;

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

WHEREAS, on February 22, 2011, the Travis County Commissioners Court approved the Transportation and Natural Resources Department's request to submit a Pass-Through Toll Financing Program Application for the Project;

WHEREAS, on May 26, 2011, the Commission passed Minute Order Number 112685, authorizing the County to construct the Project;

WHEREAS, on July 28, 2011, the Commission passed Minute Order Number 112755, authorizing TxDOT to enter into a pass-through agreement with the County in furtherance of the Project; and

WHEREAS, the Travis County Commissioners Court finds that undertaking the Project would facilitate the efficient movement of people, goods, and services in Travis County and would benefit the residents of Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute Contract No. PT2011-007-01, a pass through agreement for payment of pass-through tolls by TxDOT, under which, among other things:

1. The Project consists of the widening and reconstruction of FM 1626 from 1,100 feet west of Brodie Lane to FM 2304 (Manchaca Road). From 1,100 feet west of Brodie Lane to the Bear Creek Bridge, the roadway will be widened to a five-lane section with a continuous left turn lane and ten-foot wide shoulders. There will be a transition section from west of Brodie Lane to the Bear Creek Bridge. From the Bear Creek Bridge to FM 2304 (Manchaca Road), the roadway will be a five-lane curb and gutter section with six-foot wide shoulders and a sidewalk on one side of the roadway. The total Project length is 1.11 miles.

2. TxDOT will reimburse the County at a rate of $0.045 per vehicle-mile traveled. The minimum annual amount that TxDOT will pay is $210,165 (20 years for full reimbursement), and the maximum amount that TxDOT

will pay is $420,330 (10 years for full reimbursement). TxDOT will reimburse the County $4,203,300, which amount is 53% of the estimated total construction cost for the Project.

BE IT SO ORDERED ON THIS _____ DAY OF _____, 2012.

By: _____
Samuel T. Biscoe, County Judge

_____
Ron Davis, Commissioner
Precinct 1

_____
Sarah Eckhardt, Commissioner
Precinct 2

_____
Karen Huber, Commissioner
Precinct 3

_____
Margaret Gómez, Commissioner
Precinct 4

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

On December 16, 2010, by Minute Order 112526, the Texas Transportation Commission (commission) approved a program call for highway projects to be developed on the state highway system under a pass-through toll program agreement (program call). The commission further determined that (i) monies available that can be allocated among all proposals selected under this program call will be limited to an estimated total of $250 million in Category 12 funds; (ii) only the following category of project costs described in 43 TAC §5.53(a)(11) will be considered as eligible for reimbursement under this program call: construction cost, exclusive of construction engineering cost, and, in the case of a pass-through toll project submitted as a design-build project, the construction cost, exclusive of construction engineering costs must be broken out separately as one component of the total project cost; (iii) the value of development and implementation services and products for the project, including but not limited to environmental studies and mitigation, right-of-way acquisition, engineering, and construction inspection services that have been or will be provided by the department, will be deducted from the eligible reimbursement amounts; and (iv) federal and state funding that is otherwise programmed for or committed to a proposed pass-through toll project will not be considered as part of the proposer's contribution, nor may it be reimbursed under the program.

Pursuant to Minute Order 112526 and Title 43 Texas Administrative Code §§5.51-5.60 (rules), the Texas Department of Transportation (department) published a notice in the Texas Register designating a 60-day period commencing on December 31, 2010, for acceptance of proposals from both public and private entities for projects to be developed under the program call. The deadline for submitting proposals was March 1, 2011. Department staff evaluated the proposals that were timely submitted under the program call using the items of consideration set forth in §5.55 of the rules and provided its analyses of the pass-through toll proposals to the commission.

In accordance with §222.104(b), Transportation Code and §§5.54-5.55 of the rules, the commission granted preliminary approval on May 26, 2011, in Minute Order 112685, authorizing the department to negotiate the financial terms of a pass-through toll agreement (agreement) with each of those public entities whose proposals were selected by the commission in that minute order as providing the best value to the state. The agreements will provide for the payment of pass-through tolls to the selected public entities as reimbursement for the construction of facilities on the state highway system. A pass-through toll is a per-vehicle fee or a per-vehicle-mile fee that is determined by the number of vehicles using the facility.

In accordance with §5.58(b)(3)(A) of the rules, the commission finds that it is in the public interest to require all agreements negotiated with the selected public entities to contain a provision that limits reimbursement to the actual costs incurred by the public entity (actual cost provision). The actual cost provision will be based on the following concepts:

(1) The total reimbursement amount for each of the projects as set forth in Exhibit A represents all or a portion of the estimated cost of construction (department's proportional share). Payments of pass-through tolls will be limited to reimbursement of the department's proportional share of the actual cost of labor and materials required for construction of the project as determined by the low bid award of the construction contract (actual cost of construction), subject to the following two exceptions.

(a) The department will reimburse its proportional share of the amount by which the actual cost of construction exceeds the estimated total construction cost of construction that was approved by the department for the same project (cost overrun). The department's total payment obligation for the project, however, will not exceed 110 percent of the estimated total reimbursement amount as set forth in Exhibit A.

(b) The department will reimburse to the public entity the amount by which the actual cost of construction is less than the estimated cost of construction that was approved by the department for the same project (cost underrun), up to a maximum of 10 percent of the estimated construction of cost, if the following conditions are met:

(i) the total of actual cost and underrun reimbursements by the department may not exceed the department's reimbursement amount as set forth in Exhibit A;

(ii) the amount of cost underrun received by the public entity will be expended on the same project as set forth in Exhibit A, or on other mutually acceptable state highway projects located in the public entity's jurisdiction;

(iii) the amount of cost underrun received by the public entity may be expended on the actual costs of an eligible project's environmental clearance and mitigation, right-of-way acquisition, land surveys, engineering, utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or contingent profits; and

(iv) the public entity receives the department's prior written consent for the expenditures.

(2) The reimbursement rate, the minimum reimbursement amount per year, and the maximum reimbursement amount per year as set forth in Exhibit A will be applicable regardless of the actual total reimbursement amount. The number of annual payments will be adjusted to reflect the total reimbursement amount as determined in accordance with paragraph (1).

(3) No change order to the construction plans or contact may be issued by the public entity without the department's prior written approval, if it would affect prior environmental approvals or significantly revise the scope of the project or the geometric design.

(4) Construction costs shall have the same meaning as described in the program call.

TEXAS TRANSPORTATION COMMISSION

The department and each of the public entities identified in Exhibit A have agreed to a total reimbursement through pass-through tolls for construction of the projects, a reimbursement rate per vehicle or vehicle mile, the minimum amount to be reimbursed in any year with all projects open to traffic, and the maximum amount per year as set forth in the exhibit. Each agreement will expire once the total amount of that agreement has been reimbursed. The projects will be authorized and reimbursed from Category 12, Strategic Priority funds.

In accordance with §5.57 of the rules, the commission finds that: (1) the projects serve the public interest and not merely a private interest; (2) the proposed pass-through agreements are in the best interest of the state; (3) the projects are compatible with existing and planned transportation facilities; and (4) the projects further state, regional, and local transportation plans, programs, policies, and goals.

Before the projects in the selected proposals are designed, developed, or constructed using funds administered by the department, the projects: (1) must be included in the department's Unified Transportation Program, thereby identifying committed funding for the project; (2) must be included in the department's Statewide Transportation Improvement Program; and (3) will be subject to any and all applicable planning and environmental processes and approvals as mandated by state and federal regulations regarding such matters.

IT IS THEREFORE ORDERED that the executive director or designee is authorized to negotiate and execute a pass-through toll agreement with each of the public entities set forth in Exhibit A for the construction of their respective projects as identified in the exhibit, in accordance with the negotiated terms, actual cost provision described in this minute order, and such other terms the department determines to be necessary.

Submitted and reviewed by:

John A. Barton, P.E.

Assistant Executive Director for
Engineering Operations

Recommended by:

Executive Director

112755 JUL 28 11

Minute Number | Date Passed

Texas Department of Transportation

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

December 5, 2011

Travis County
Contract No. PT2011-003-01
FM 969: FM 3177 to Hunters Bend Rd
CSJ No. 1186-01-090 &1186-01-091

Contract No. PT2011-007-01
FM 1626: West of Brodie to FM 2304
1539-02-026

The Honorable Samuel T. Biscoe
County Judge
Travis County
314 W. 11th Street
Austin, Texas 78633

Dear Judge Biscoe:

Thank you for your comments on the Pass-Through Toll Finance Agreement for the above project transmitted via Steven Manilla's electronic mail of November 4, 2011.

Attached are two copies of a revised document. A summary of the Department's responses are as follows:

County Comment No. 1
Section 4(B). Sources and Uses of Funds

Insert "...on Attachment C..." after the words "...specifically identified..." in the first sentence.

Department Response

Agree to add "on Attachment C" in following sentence, "The Department is responsible only for securing the funding specifically identified ***on Attachment C*** *as the responsibility of the Department and for making that funding available to the Developer as set forth on Attachment C."*

County Comment No. 2
Section 4(B)(ii). Sources and Uses of Funds

Insert "...(110% of Allowable Construction Costs)" after the words "identified on Attachment C" in the first sentence. We also request that the agreement contain a cap on the Developer's potential funding obligation.

Department Response

Agree to add "...(110% of Allowable Construction Costs)" in following sentence, "Unless and to the extent that this agreement is amended, the Department will not be responsible for funding in excess of the Maximum Pass-Through Reimbursement to Developer identified on Attachment C ***(110% of Allowable Construction Costs)****."*

Do not agree to cap the Developer's potential funding obligation as this action violates 43 TAC
Part 1 §5.58(b)(3) Allocation of Risk (A) Cost overruns and underruns as the commission did not authorize an increase nor a decrease by cost overruns or underruns the department's liability under the Agreement.

County Comment No. 3
Section 4(C)(i). We request that the Department reimburse the Developer for the actual construction costs regardless of the final cost amount.

If no additional funds can be provided by Department to cover higher than estimated costs then we request a provision that allows value engineering, down-scoping, or phasing the project to get the cost down without violating the environmental document.

Department Response

Do not agree to cap the Developer's potential funding obligation as this action violates 43 TAC
Part 1 §5.58(b)(3) Allocation of Risk (A) Cost overruns and underruns.

Do not agree to an additional provision that allows value engineering, down-scoping or phasing the project. Paragraph 4 of Attachment D allows for design changes.

County Comment No. 4
Section 4(C)ii. This provision is a bit confusing. Also, we don't understand why an under-run amount of Developer's funds must be expended on the project or a mutually acceptable Department highway project rather than just returned to the Developer.

Department Response

A return of underrun amount of Developer's funds violates 43 TAC Part 1 §5.58(b)(3) Allocation of Risk (A) Cost overruns and underruns.

County Comment No. 5
Section 4(C)(ii)(a). Replace with, "The total of Actual Cost of Construction and cost under-run reimbursements by the Department may not exceed the Department's Proportional Share identified on Attachment C";

Department Response

Do not agree to revise to "The total of Actual Cost of Construction and cost under-run reimbursements by the Department may not exceed the Department's Proportional Share identified on Attachment C". Proposed revision would result in alteration of provision's intent.

County Comment No. 6
Section 4(C)(ii)(b). Insert the word "reimbursements" after "The amount of cost under-run".

Department Response

Agree to modify the sentence as follows "The amount of cost under-run reimbursements received by the Developer must either be expended on the Project, or on other mutually acceptable state highway projects located in the Developer's jurisdiction;"

County Comment No. 7
Section 4(C)(ii)(c). Insert the word "reimbursements" after "The amount of cost under-run".

Department Response

Agree to modify the sentence as follows "The amount of cost under-run reimbursements received by the Developer may be expended on the actual costs of an eligible project's environmental clearance and mitigation, right of way acquisition, land surveys, engineering, utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or contingent profits; and"

County Comment No. 8
Section 4(D). We request a cap on the amount of funds the Developer is responsible for advancing the Department.

Department Response

Do not agree to a cap on the amount of funds the Developer is responsible for advancing the Department as this action violates 43 TAC Part 1 §5.58(b)(3) Allocation of Risk (A) Cost over-runs and under-runs.

County Comment No. 9
Section 4(D)(i). We request a provision that allows us to mutually agree upon a date for receipt of construction bids for the project.

Department Response

Do not agree to a provision that allows for mutual agreement for date for receipt of construction bids for the project. The Department has been given the responsibility of bidding and construction and the scheduling of receipt of bids shall be according to the Department's pertinent PS&E Review and Processing Schedule. The Department does not object to amending the Project Schedule to reflect an earlier construction start date if environmental approvals are received earlier.

County Comment No. 10
Section 4(D)(ii). We request more time for providing additional funds if it's necessary for us to issue bonds to obtain such funds.

Department Response

Do not agree to suspend time during construction for Developer to secure additional funding. In addition, the Department cannot advance funds to the Developer to continue construction while waiting for Developer to secure additional funding.

County Comment No. 11
Attachment D
Section 5 Construction Responsibilities
Section 5.2. We are concerned that we don't have approval authority for change orders. The time allowed for us to provide comments is limited to only 10 days, and it appears that such costs are to be solely the Developer's responsibility. Since we are paying a significant amount of the construction cost we should be able to mutually agree upon the need and costs for change orders and the Department should pay its proportionate share. We should also be allowed more time to review and comment if it involves complex issues and/or exceeds an amount that we can agree to.

Department Response

Although the ten (10) business day comment period can be revised, the Department cannot be responsible for change orders per Texas Transportation Commission action. Extension of the review time beyond ten (10) business days may delay construction activities.

County Comment No. 12
Section 6 Environmental Assessment and Mitigation
Section 7 Right of Way and Real Property
Section 8 Utilities
Section 9 Architectural and Engineering Services
Although it's clear that the Developer will be responsible for these items it's not clear that the Developer will pay directly for them. It appears that Attachment C includes these costs

and it could be misconstrued that the Developer provides its funds to the Department and would then need Department approval to use them.

Department Response

Section 4D clearly identifies the type of costs that must be provided to the Department. The Developer needs to have all of the funding available at the front end for project development and construction. The Department's funding obligation occurs after completion of the Projects.

Attachment C is incorrect. The "Developer Funding" column should total the Estimated Project Cost instead of the difference between the Estimated Project Cost and the Department's Proportional Share.

County Comment No. 13
Section 10(E). Since the Department is doing the construction administration, we request that the Department take care of the "Notification of Completion" and the "as-built plans" rather than requiring Developer to do that.

Department Response

Agree to revise Section 10E to the following "When the Project is complete, the Department shall issue and sign a "Notification of Completion" certifying that all work has been completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after issuance of this notification, the Department will perform a final inspection and provide to the Developer a list of items, if any, to be completed prior to acceptance by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Acceptance" to the Developer. Within six (6) months after the Department has issued the "Letter of Acceptance," the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications."

Since the Developer is responsible for the design and construction phase design services, the responsibility of the "as-built plans" remains the responsibility of the Developer.

County Comment No. 14
Section 10 (H). We request that the Department take care of purchase, installation, maintenance and data collection of traffic counter equipment to be installed on their highways.

Department Response

Do not agree to modify responsibilities. This would be a change in the program parameters of cost allocation.

County Comment No. 15
Section 12 (B). We request that the Department issue the "Notification of Substantial completion" rather than the Developer doing it. Also, can we get some clarity on what the term "year" will mean. Based on 12(G) in the FM 969 Agreement, it appears to be the 12 month period immediately preceding the date of the first Letter of Approval on the first substantially completed phase, and each 12 month period after that, ending on the calendar date of the first Letter of Approval.

Department Response

The "year" starts on the date of issuance of the letter of approval. TxDOT believes the Section is clear but is open to alternative language suggestions.

County Comment No. 16
Section 12(E). With respect to the FM 969 Agreement, in the event that Phase 2 is underway and funds have been expended and TxDOT defaults, the County still needs to get reimbursed for its cost.

Department Response

No changes are necessary. Sections 12 covers repayment and Section 15 covers termination by either party.

County Comment No.17
Section 12(G). Insert the phrase "...by the Department under this agreement.." after the phrase "The first payment..." in the first sentence.

Department Response

Although addressed in 12(A), agree sentence to be modified to "The first payment by the Department under this agreement shall be made within sixty (60) days after the first anniversary of Substantial Completion and the Department's issuance of a Letter of Approval for Payment for the first substantially completed Phase, or in the event that a Letter of Approval for Payment was not issued, then within sixty (60) days after the first anniversary of the Phase's completion and the Department's issuance of a Letter of Acceptance.

County Comment 18
Section 15(C). It should read that the Department, not the Developer, is responsible for commencing construction.

Department Response

Do not agree to revise. Construction commencement schedule is driven by Project Development schedule.

County Comment 19
Section 16. We request a provision that indicates we will get any unspent County funds back from TxDOT.

Department Response

Do not agree to additional provision. Issue covered by terms of Article 4(D).

County Comment 20
Section 38. It looks like TxDOT will be reimbursing the County with Federal funds. The only restrictions we see in the agreement on how the pass-through funds can be used is in Section 4 related to the cost under-run monies. Are there any other restrictions on how the County can use Pass-Through payments and if so can they be addressed in the agreement more clearly than just with Section 38?

Department Response

County is required to comply with all applicable federal and state laws and restrictions therein.

County Comment 21
Attachment C. Includes cost figures that we're not sure of the origin. Let's discuss.

Department Response

As previously stated, the Developer Funding column should be the total project cost. Column will be revised.

County Comment 22
Attachment F. (Project Schedule for FM 969) We request the schedule include time for PTT Agreement and RFQ process as done for the FM 1626 Project Schedule.

Department Response

The Department does not object to amending the Project Schedule to reflect PTT Agreement and RFQ process time.

County Comment 23
We're not sure if TxDOT, or other governmental entity that may have some level of approval authority (FHWA?) places limitations on where reimbursements can be placed

(e.g. debt service) but we need to be able to place our reimbursements wherever the Commissioners Court desires.

Department Response

As per Section 4Cii(b)&(d) The amount of cost under-run received by the Developer must either be expended on the Project, or on other mutually acceptable state highway projects located in the Developer's jurisdiction. No limitations have been placed on reimbursements for costs of Project up to this under-run amount.

County Comment 24
The FM 969 Project is to be phased, which puts us in a position to receive reimbursements quicker. Can we have the same flexibility for the FM 1626 Project if it makes sense (e.g. the new bridge could be built separately).

Department Response

An exception was made for FM 969 due to environmental and physical attributes of the Project. Department does not agree to separate bridge construction from remaining section of FM 1626 or separate FM 1626 into two (2) or more projects.

County Comment 25
The 110% cap that TxDOT has placed upon its funds should be applicable to the County as well. If the Project exceeds the budget we should work together to either reduce costs or obtain additional funds from our respective agencies.

Department Response

Department denies this request. This request violates the program's requirements relating to risk. The Developer is obligated to deliver the Project.

County Comment 26
Section 25 includes language that saves harmless the state from all claims and liabilities attributed to the County's work on this Project. We'd like the same consideration since TxDOT is requiring us to use TxDOT standards and procedures and TxDOT will be managing the construction phase.

Department Response

Request is denied. This request is not legally possible.

County Comment 27
The following clauses are ones we look for in contracts, but that weren't found. TxDOT agreements are different but will the following be addressed, or if not, why they aren't they included:

W-9 Form
Property Taxes Assignment
Funding Out
Prompt Payment

Department Response

W-9 Form does not apply. The W-9 Form is a form requesting the Taxpayer ID number and as a State Agency, TxDOT does not need to supply.

Property Taxes Assignment appears to not apply. Can County offer the purpose of the provision?

Funding Out does not apply. The funding out clause says that only money appropriated in this two year biennium is available and nothing past that.

Prompt Payment does not apply. The prompt payment law addresses payments TxDOT makes to contractors when they send invoices to the State. The repayment set out in Section 12 speaks to when payments are due and how much they will be.

The comments addressed above have been corrected and two revised documents for each Project have been attached for execution.

If you have any questions please contact Ms. Patricia Crews-Weight at (512) 832-7050.

Sincerely,

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

Attachments
cc: John R. Wagner, P.E., North Travis/Georgetown Area Engineer, TxDOT
Ron Davis, County Commissioner, Travis County, Precinct 1
Sarah Eckhardt, County Commissioner, Precinct 1, Travis County
Karen Huber, County Commissioner, Precinct 3, Travis County
Margaret Gómez, County Commissioner, Precinct 4, Travis County
Steve Manilla, P.E., Executive Manager, Transportation and Natural Resources

From: Steven Manilla
To: Pat Crews-Weight
Date: 12/22/2011 8:05 AM
Subject: Re: TxDOT's response to PTT qtns - further qtns

Thanks

>>> Pat Crews-Weight <Pat.CrewsWeight@txdot.gov> 12/22/2011 7:54 AM >>>
Attached are revised copies of the PTT reflecting the additional provision under Termination. As a reminder, the schedule shown in these documents have not been updated as requested by the County in the first round of comments. The new schedule will be inserted by the County or a copy submitted to me and I will include and will then send you clean copies of the final version.

Thanks.
pat

Patricia L. Crews-Weight, PE
Director of Design - AUS
(512) 832-7050

>>> On 12/21/2011 at 11:16 AM, in message <4EF1C0010200006800069704@gwmail.co.travis.tx.us>, Steven Manilla <Steven.Manilla@co.travis.tx.us> wrote:

Thanks Pat. I've distributed this and expect comments by mid next week (we're closed Friday and Monday). Re: an additional termination provision, yes please.

>>> Pat Crews-Weight <Pat.CrewsWeight@txdot.gov> 12/21/2011 10:22 AM >>>
Steve,
I received a response from our attorney regarding the County's concerns.

The PTT program is designed for an LG to advance all of the needed funds and to construct the project itself w/o any contribution by the State. Upon completion, the State accepts the project and begins annual repayments as a percentage of the construction cost. This produces competition among LG to propose good projects that are the best value to the State.

With competition comes risk. When the County asked the State to be responsible for construction, the County is responsible for all of the upfront funding. If the State had not agreed to do the construction work, the County would need to have all of the funding available for all contingencies. The State cannot advance funding for the County. With a period longer than 30 days, the State runs the risk of being in default under the construction contract. When we granted the exception and became responsible for construction, the State is directly responsible to the contractor and runs the risk of default - not the county.

In regard to underruns (and overruns) in Section 4C, the issue relates only to later TxDOT annual PTT reimbursements and is tied back to the original estimated costs. The concept is to reward the County for bringing the construction under the estimated budget by paying them additional money above the actual cost reimbursement (or help the County with a 10% additional payment if it overruns the estimated cost).

The attorney's example:
'I believe the estimated construction cost in the FM 969 agreement is $13.435M, and the State is agreeing in Section 12 and Attachment C to pay a set percentage of actual costs (low bid amount) which is 71% (estimated at the time of agreement to be $9.538M). If the low bid amount is $11M instead of the estimated $13.435M, the State will reimburse 71% of that $11M (or $7.81M). There is an underrun of $2.435M (the difference between the estimated construction cost and the low bid amount). Under the terms of Section 4.C., only an underrun up to a maximum of 10% of the "Estimated Total Construction Cost" will be added to the 71% reimbursement. Ten percent of the "Estimated Total Construction Cost" is $1.343M. The $7.81M (71% of low bid amount) plus the 10% underrun bonus of $1.343M equals the total reimbursement to the County - $9.153M. Since the total cost to the County was $11M, the underrun bonus would likely be spent on the project itself.'

As for the termination provision, we can add another termination provision:

Section 15. D.: by the Developer if after completion of preliminary engineering, specifications and estimates (PS&E) the estimate exceeds 110% of the Estimated Construction Cost prior to bid opening, in which case the Developer agrees to reimburse the Department for its reasonable actual costs incurred during the Project.

Let me know if I need to make the Section 15 revision and send new agreements.

Thanks,
Pat

Patricia L. Crews-Weight, PE
Director of Design - AUS
(512) 832-7050

>>> On 12/19/2011 at 3:03 PM, in message <4EEF5233020000068000674EC@gwmail.co.travis.tx.us>, Steven Manilla <Steven.Manilla@co.travis.tx.us> wrote:

You are correct about our request for more time to provide more funds if needed. I understand the need for expediency when the project is under construction and I'm thinking that TxDot should be able to use contingency funds or allocated project funds to pay for change orders while the County seeks replacement funds. It could get a little anxious if a large change order arises near the end of construction but won't there be contingency funds available for that?

Regarding the use of under-run amounts, my understanding is that TxDot established the requirement that these funds are to be spent on the project, or another mutually agreeable state highway project, to avoid a situation where the local entity's share becomes significantly less than agreed upon, or it is totally eliminated. The example we discussed was; assume we have a $10M project of which TxDot agrees to reimburse us for $8M and bases its reimbursement payments accordingly. I understood you to say that If the project is completed for $8M the County could pay nothing. To alleviate TxDot's concern, and free the County to use under-runs of its funds as it wants, I suggested using the percentage of each party's contribution as the basis for reimbursement. In this "under-run" example TxDot would reimburse the County for 80% of whatever the costs are and the County pays 20% of whatever the costs are.

I also had an issue with over-runs , in particular not allowing us to CAP our fund commitment but allowing TxDot to do so. I requested a similar arrangement as with under-runs but my understanding is that TxDot has no additional funds. In that case I would like TxDot to include a provision that allows the County the option of terminating the agreement with no penalty. These projects are extremely important to us so but if we get hit with a huge unexpected cost increase I believe the Commissioners Court would want the option.

We have other concerns but these are the biggest.

>>> Pat Crews-Weight <Pat.CrewsWeight@txdot.gov> 12/19/2011 2:00 PM >>>
Steve,
I need to summarize our telephone conversation this morning to be sure I carry forward the County's remaining concerns regarding TxDOT's response to County comments.

30 day time frame for County to make payment [Article 4D(ii)]

Since County must take any request for additional funds (over Agreement amount) to Commissioner's Court, the County would like to extend the 30 day time frame to 60 days to make payment to the Department.

Underrun amounts to be expended on the Project or a mutually acceptable on-system project [Article 4C(*ii*)]

County would like to renegotiate repayment amount of an 80% reimbursement on the actual estimated cost of construction if the amount underruns the pass thru amount.

If I have misinterpreted your concerns, let me know.

pat

Patricia L. Crews-Weight, PE
Director of Design - AUS
(512) 832-7050

========== Texas Transportation Forum For more information on registration and program details visit www.texastransportationforum.com
========== Texas Transportation Forum For more information on registration and program details visit www.texastransportationforum.com
========== Texas Transportation Forum For more information on registration and program details visit www.texastransportationforum.com

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

PASS-THROUGH AGREEMENT FOR PAYMENT OF PASS-THROUGH TOLLS BY THE DEPARTMENT

THIS AGREEMENT is entered between the State of Texas, acting by and through the Texas Department of Transportation, the "Department", and the Developer under Transportation Code, §222.104.

Contracting Parties:
The Department: The Texas Department of Transportation
The Developer: Travis County

BACKGROUND

Texas Transportation Code, §201.103, authorizes the Department to plan and to make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads. Transportation Code, §222.104, authorizes the Department to enter into pass-through agreements for the purpose of improving the state highway system. The Texas Transportation Commission has implemented this provision by enacting rules to be found at 43 TAC Chapter 5, Subchapter E. On May 26, 2011, the Texas Transportation Commission passed Minute Order Number 112685, authorizing the Developer to widen FM 1626 from Brodie Lane to FM 2304 (the "Project"), the location of which is shown on Attachment A, which is attached to and made a part of this agreement. On July 28, 2011, the Texas Transportation Commission passed Minute Order Number 112755, authorizing the Department to enter a pass-through agreement with the Developer in furtherance of the Project. The governing body of the Developer has authorized entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment G. In consideration of the mutual promises contained in this agreement, the Department and the Developer now agree as follows.

AGREEMENT

1. **Effective Date**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

2. **Amendments**
   Amendments to this agreement must be in writing and executed by both parties.

3. **Scope of Work**
   The scope of work on FM 1626 will be reconstruction to a five-lane roadway section. The scope of work is described in more detail in Attachment B, which is attached to and made a part of this agreement. A Typical Section Layout and Project Schedule are contained in Attachments E and F, respectively, which are attached to and made a part of this agreement. Before any design, development, or construction work is performed, the

Developer shall confirm that Department funding for the Project is included in the Department's Unified Transportation Program and the Statewide Transportation Improvement Program.

4. Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, which is attached to and made a part of this agreement. Attachment C includes expected cash contributions from each source of funding. The Department will pay for only those Project costs of a type that have been approved by the Texas Transportation Commission.

B. The Department is responsible only for securing the funding specifically identified on Attachment C as the responsibility of the Department and for making that funding available to the Developer as set forth on Attachment C.

(i) The Department will reimburse the Developer with pass-through payments in the percentages and resulting amounts (the Department's Proportional Share) identified on Attachment C for the actual costs of labor and materials incurred in construction of the Project as determined by the low bid award of the construction contract (Actual Cost of Construction). The amount of the low bid award will be certified by the Developer in accordance with Section 10, Construction Responsibilities. For purposes of reimbursement under this agreement, construction engineering costs are not eligible construction costs.

(ii) Unless and to the extent that this agreement is amended, the Department will not be responsible for funding in excess of the Maximum Pass-Through Reimbursement to Developer identified on Attachment C (110% of Allowable Construction Costs). The Developer shall be responsible for all costs associated with the Project that are not shown as the responsibility of the Department.

C. The Department's obligation to reimburse its Proportional Share of the Actual Cost of Construction is subject to the following two exceptions.

(i) The Department will reimburse its Proportional Share of the amount by which the Actual Cost of Construction exceeds the Estimated Total Construction Cost identified on Attachment C (cost overrun). The Department's total payment obligation for the Project, however, will not exceed the Maximum Pass-Through Reimbursement amount identified on Attachment C (110% of Allowable Construction Costs).

(ii) The Department will reimburse to the Developer the amount by which the Actual Cost of Construction is less than the Estimated Total Construction Cost identified on Attachment C (cost under-run), up to a maximum of 10 percent of the Estimated Total Construction Cost, only if all of the following conditions are met:

(a) The total of actual cost and under-run reimbursements by the Department may not exceed the Department's Allowable Construction Costs identified on Attachment C;

(b) The amount of cost under-run reimbursements received by the Developer must either be expended on the Project, or on other mutually acceptable state highway projects located in the Developer's jurisdiction;

(c) The amount of cost under-run reimbursements received by the Developer may be expended on the actual costs of an eligible project's environmental clearance and mitigation, right of way acquisition, land surveys, engineering,

utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or contingent profits; and

(d) The Developer receives the Department's prior written consent for the expenditures.

D. The Developer shall be responsible for advancing to the Department all funds necessary for the construction of the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Developer shall remit to the State their share of the Estimated Total Construction Costs as identified in Attachment C. In the event that the Department determines that additional funding by the Developer is required for construction at any time during the project, the Department will notify the Developer in writing. The Developer shall make payment to the Department within thirty (30) days from receipt of the Department's written notification. Whenever funds are paid by the Developer to the Department under this Agreement, the Developer shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund". The check or warrant shall be deposited by the Department in an escrow account to be managed by the Department. Funds in the escrow account may only be applied to the pass-through finance Project. If, after final Project accounting, excess funds remain in the escrow account, those funds will be returned to the Developer. The State will not pay interest on any funds provided by the Local Government.

5. Project Implementation

A. Unless otherwise specified in this agreement, all actions required of the Developer shall be taken by the Developer's Program Manager, who shall be an individual designated by name by the Developer. The Developer's Program Manager shall be authorized by the Developer to perform all or specified aspects of the Project development and implementation. Evidence of authorization shall be submitted to the Department immediately after the effective date of this agreement. The Developer's Program Manager may delegate responsibility to another person in a writing provided to the Department. The Developer must notify the Department in writing as soon as possible, but no later than three (3) business days after authorizing a change in Program Managers.

B. If the Developer will perform any work under this agreement for which reimbursement will be provided by or through the Department, the Developer must complete training in *Local Government Project Procedures Qualification for the Texas Department of Transportation* within ninety (90) days after this agreement is fully executed. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course. The Developer shall provide the certificate of qualification to the Department. The individual who receives the training certificate may be an employee of the Developer or an employee of a firm that has been contracted by the Developer to perform oversight of the Project. The Department in its discretion may deny reimbursement if the Developer has not designated a qualified individual to oversee the Project.

C. Unless otherwise specified in this agreement, all actions required of the Department shall be taken by the Department's District Engineer for the Austin District. The District Engineer will designate an Engineer (the TxDOT Project Manager), who will be assisted by other Department personnel, to oversee and monitor compliance with all responsibilities under this agreement including all phases of project development. The

District Engineer may delegate responsibility to the TxDOT Project Manager or another person in a writing provided to the Developer. Whenever this agreement requires an action to be taken by the Department's Executive Director, that responsibility may be delegated to another Department employee who is not below the level of district engineer. On request, the Department will provide the Developer with a copy of the Executive Director's delegation of authority.

D. The roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project are defined in Attachment D, Project Implementation, which is attached to and made a part of this agreement.

6. Environmental Assessment and Mitigation

Development of the Project shall comply with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.5, and Natural Resources Code, Chapter 191.

A. The Developer is responsible for the identification and assessment of any environmental problems associated with the development of the Project to the extent permitted by law.

B. The Developer is responsible for the cost of all environmental permitting, mitigation, remediation, and compliance.

C. The Developer is responsible for preparing for and providing all public meetings or public hearings required for development of the environmental decision and for summary and analysis of all public meetings or public hearings. When applicable, the Developer is also responsible for certifying that a public hearing has been held in accordance with applicable rules, the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. Public hearings may not be held before environmental documents are approved for further processing and may not be held before approval of all highway schematics for the particular project.

D. The Developer is responsible for the preparation of all documents required to obtain an environmental finding on the Project, and any subsequent reevaluations of that finding that may be required.

E. The Developer shall submit all requests for permits, all reports, and all findings relating to the Natural Resources Code, Chapter 191, through the Department. The Developer shall provide the Department with final drafts of all necessary requests for permits, reports, and findings required by law. The Department is responsible for all coordination under those acts and for making all necessary filings with the appropriate agencies, and the Department will provide copies of those filings to the Developer. Coordination of the environmental document shall be through the AUS District Environmental Coordinator. The Developer is responsible for obtaining all other permits and is responsible for obtaining all permits and approvals resulting from changes that occur after environmental finding is first obtained, except as otherwise required by law or by agreement between the Department and a state or federal agency.

F. Before construction is begun, the Developer shall provide the Department with written certification that all required permits and commitments are complete. The Developer shall provide the Department with copies of all permit applications and approvals from each regulatory agency with environmental jurisdiction over the Project.

G. All environmental reports and findings shall comply with the latest version of the Department's manuals and Standards of Uniformity. The Developer shall provide the Department with physical and electronic copies of all environmental documentation in a format approved by the Department.

7. Right of Way and Real Property

A. The Developer is responsible for the provision and acquisition of all real property needed for the Project, including easements. Right of way widths shall be in accordance with the Austin District's Standard Right of Way Width for the pertinent Roadway Cross Section. All property interests shall be acquired in the name of the State of Texas. The Developer may not acquire right of way until all environmental clearance procedures have been completed and either (1) right of way maps and property descriptions (field notes and plats) have been prepared, or (2) a segment of the right of way map (consisting or one or more contiguous parcels) and the field notes and plat maps for such parcels have been prepared and certified to fall within the right of way limits of the approved schematic. The Developer must comply with all applicable state and federal laws, regulations, policies, and procedures, including the requirements of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq. Documentation to support compliance must be maintained by the Developer. The Developer must obtain advance approval from the Department for any variance in established procedures. The Department's Executive Director may exercise discretion in authorizing an alternative procedure if it is sufficient to discharge the Department's responsibilities for acquiring real property. The Department may monitor and audit the Developer's acquisition of right of way on the Project at any time. On request, the Developer shall furnish the Department with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the Department determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Developer shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Developer.

B. The Developer is responsible for any required relocation assistance along the route of the right of way as may be determined to be eligible under the relocation assistance program. The relocation assistance plan must provide reasonable time frames for orderly relocation of residents and businesses being displaced by the Project. All costs associated with the relocation assistance, including payments to residents and businesses, will be assumed by the Developer.

8. Utilities

If the Project requires the adjustment, removal, or relocation of existing utilities, the Developer shall be responsible for determining the scope of utility work and notifying the appropriate utility company to schedule adjustments. The Developer shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including Transportation Code, §203.092; 43 TAC §21.31 et seq. (Utility Accommodation); and 23

CFR Chapter 1, Part 645. The Developer shall be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities at the owners' expense. Before a construction contract for the Project is let, a utility certification must be made available to the Department stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

9. **Architectural and Engineering Services**
The Developer has responsibility for the performance of architectural and engineering services, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed in design of the Project and carried out during construction of the Project. The engineering plans shall be developed in accordance with the latest version of the Department's manuals. The Department's Executive Director may exercise discretion in authorizing alternative criteria or granting exceptions to this requirement on a case-by-case basis if a particular criterion could not reasonably be met because of physical, environmental, or other relevant factors and if the proposed design is a prudent engineering solution. The procurement of professional services must be competitive and shall comply with Government Code Chapter 2254, Subchapter A and all federal requirements including those described in 23 CFR Part 172 and those relating to participation by Disadvantaged Business Enterprises (DBEs), the Americans with Disabilities Act, and environmental matters. Access to the facility shall be in compliance with the Department's access management policy.

10. **Construction Responsibilities**
    A. The Department shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering, material acceptance testing, and construction quality acceptance, and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary after the award of the construction contract. The bidding process must be competitive and must comply with all applicable federal and state laws. The Project and bidding process must be authorized by the Department and Federal Highway Administration before it is advertised for letting.
    B. The Department has the responsibility of overseeing all construction operations, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed, of assessing potential environmental effects of contract revisions, and of obtaining environmental permits, issues, coordination, mitigation, and commitments that may be required by contract revisions.
    C. Contract revisions including change orders shall comply with the latest version of all national and state administrative criteria and manuals. No contract revision may be made without the prior written approval of the Department's Executive Director if it would affect prior environmental approvals, significantly revise the scope of the Project or the geometric design, or change the cost to the Department. Procedures governing approval are contained in Attachment D.

D. The Department may conduct any and all oversight activities it deems reasonably necessary or advisable to ensure compliance with this agreement and all state and federal requirements.

E. When the Project is complete, the Department shall issue and sign a "Notification of Completion" certifying that all work has been completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after issuance of this notification, the Department will perform a final inspection and provide to the Developer a list of items, if any, to be completed prior to acceptance by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Acceptance" to the Developer. Within six (6) months after the Department has issued the "Letter of Acceptance," the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications.

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

G. The parties to this agreement shall comply with federal construction materials testing requirements cited in 23 CFR 637, Part B.

H. The Developer shall be responsible for purchasing, installing, and maintaining the traffic counter equipment for the term of the agreement at the specified Project count sites as shown in Attachment A, Location Map of Project. The Developer shall provide permanent site traffic counter equipment in accordance with the Department specifications. The Developer shall provide installation, preventive, and remedial maintenance, inspection, testing, and repair of traffic data collection equipment including labor, equipment, materials, and parts. The Developer shall provide the above described service including installation of new components and repairs at specified locations. The Department's local district office shall be responsible for collecting the traffic data and then providing this data to the Department's Transportation Planning and Programming Division (TPP) for verification. The number of vehicle-miles travelled on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates, which shall be performed in good faith and shall be conclusive and not subject to litigation in any forum. For traffic counter equipment malfunctions or breakdowns, a three (3) month traffic data average will be used. The Developer shall confirm the traffic count provided by the Department, and upon agreement of the traffic count, shall give sixty (60) days prior notification of payment, by letter or invoice, to the local district office. The local district office will then verify and approve the invoice and prepare a reimbursement pay form to be submitted to the Department, Finance Division, Accounting Management Section, at least thirty (30) days before the payment is due to the Developer.

11. Maintenance

The Department shall be responsible for maintenance of the Project after completion of the work.

12. Repayment

A. The Department will reimburse the Developer by paying an annual amount equal to $0.045 for each vehicle-mile traveled on the Project during the previous year. Under no circumstances will the annual payment be less than $210,165 or more than $420,330, and under no circumstances will the total payment under this Paragraph during the course of this agreement exceed $4,623,630 unless approved by the Texas Transportation Commission and formalized in an amendment to this agreement. The number of vehicle-miles traveled on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates in accordance with Section 10, Construction Responsibilities.

B. For purposes of repayment under this agreement, "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Department, and no further work is remaining that requires lane closures affecting the mobility of the traveling public. When the Project is Substantially Complete, the Developer may issue and sign a "Notification of Substantial Completion" certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after receipt of this notification, the Department will perform an inspection and provide to the Developer a list of items, if any, to be completed prior to approval by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Approval for Payment" to the Developer. In lieu of a Notification of Substantial Completion, the Developer may proceed directly to a Notice of Completion in accordance with Section 10, Construction Responsibilities.

C. The first payment by the Department under this agreement shall be made within sixty (60) days after the first anniversary of the Project's Substantial Completion and the Department's issuance of a Letter of Approval for Payment, or in the event that a Letter of Approval for Payment was not issued, then within sixty (60) days after the first anniversary of the Project's completion and the Department's issuance of a Letter of Acceptance. Annual payments shall continue within sixty (60) days after each succeeding anniversary of the Letter of Approval for Payment or the Letter of Acceptance as applicable.

D. The number of annual payments and the amount of the final payment will be consistent with payment of the total reimbursement amount determined in accordance with Section 4, Sources and Uses of Funds. Payment under this agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds.

13. Mutual Cooperation

The Department and the Developer shall use all reasonable efforts to meet all deadlines specified in this agreement. The Department and the Developer shall use best efforts to provide each other with all necessary documents, information, and approvals in a prompt and timely fashion.

14. Default

If either party fails to comply with its obligations under this agreement and such failure continues for a period of thirty (30) days or more after written notice of the breach from the

other party, the party failing to comply will be in default and the other party may proceed with its remedies under Section 15, Termination and Section 16, Remedies.

15. Termination

This agreement terminates automatically when the Department has reimbursed the Developer in full. In addition, the agreement may be terminated:

A. in writing with the mutual consent of the parties;

B. by either party because of a material breach by the other party; or

C. by the Department if the Developer has not commenced construction on the Project (including each individual project if this agreement covers multiple projects) within three (3) years of the date of execution of this agreement; or

D. by the Developer after completion of preliminary engineering, specifications and estimates (PS&E) the estimate exceeds 110% of the Estimated Construction Cost prior to bid opening, in which case the Developer agrees to reimburse the Department for its reasonable actual costs incurred during the Project.

16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

17. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Developer:	**Department:**
County of Travis Attn: County Executive Transportation and Natural Resources P. O. Box 1748 Austin, TX 78767-1748	Texas Department of Transportation Attn: Assistant Executive Director Engineering Operations 125 East 11th Street Austin, Texas 78701-2483

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

18. Development Contracts, Subcontracts, and Assignment

A. Within ten (10) days after execution of this agreement, the Developer shall provide the Department with a fully executed copy of any agency contract or project development contract between the Developer and a private entity for the design, financing, maintenance, operation, or construction of the Project (a Development Contract). For a Development Contract between the Developer and a private entity entered into after execution of this agreement, the Developer shall provide to the Department an executed copy within fifteen (15) days after the Development Contract is executed. A

Development Contract must be subject to all applicable terms and conditions of this agreement.

B. A subcontract by the Developer, its agent, or a subcontractor in excess of $10,000 shall contain all applicable terms and conditions of this agreement and shall be submitted to the Department for review and approval prior to its execution.

C. Except as otherwise provided by law or this Paragraph, neither party shall assign any interest in this agreement. In the event that the Developer pledges or assigns its right to receive any revenues derived from this agreement in connection with a loan or with the issuance of bonds, the pledge or assignment shall not operate as an assignment of an interest in this agreement. In that case the Developer shall provide the Department with copies of the loan or bond documentation no less than ten (10) days before the loan is executed or the bonds are issued. Under no circumstances will the Department be liable in any way for debt in any form incurred by the Developer, and any loan or bond documentation will state clearly that the Department has no obligation of repayment of the loan or bonds.

D. No Development Contract, subcontract, or assignment will relieve the Developer of its responsibility under this agreement.

19. Ownership of Property

After completion or termination of this agreement, all documents prepared by the Department shall remain the property of the Department. All data prepared under this agreement shall be made available to the Department without restriction or limitation on further use. All documents produced or approved or otherwise created by the Developer shall be transmitted to the Department in the form of photocopy reproduction on a monthly basis as required by the Department. Except as otherwise provided in this agreement, the originals shall remain the property of the Developer. The Developer shall grant the Department an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this contract.

20. Developer Resources

All employees of the Developer shall have adequate knowledge and experience to enable them to perform the duties to which they are assigned. The Developer certifies that it currently has adequate qualified personnel in its employment to perform the work required under this agreement or will be able to obtain adequate qualified personnel from sources other than the Department. On receipt of written notice from the Department detailing supporting factors and evidence, the Developer shall remove from the Project any employee of the Developer who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Developer shall furnish all equipment, materials, supplies, and other resources required to perform the work.

21. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

22. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, the Developer shall furnish the Department with satisfactory proof of this compliance. The Developer shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

23. Legal Construction

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

24. Insurance

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

25. Hold Harmless

To the extent permitted by law, the Developer shall save harmless the Department and its officers and employees from all claims and liability due to materials used or supplied by the Developer or activities of the Developer, its agents, or employees, performed under this agreement, and that are caused by or result from error, omission, or negligent act of the Developer or of any person employed by the Developer. To the extent permitted by law, the Developer shall also indemnify and save harmless the Department from any and all expense, including but not limited to attorney fees that may be incurred by the Department in litigation or otherwise resisting the claim or liabilities that may be imposed on the Department as a result of such activities by the Developer, its agents, or employees.

26. Sole Agreement

This agreement constitutes the only agreement between the parties and supersedes any prior understandings or written or oral agreements concerning the subject matter of this agreement.

27. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

28. Gratuities

Any person who is doing business with or who may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to employees of the Department. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

29. Conflict of Interest

The Developer shall not assign an employee to the Project if the employee:

A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the Department relating to the Project;

B. has a direct or indirect financial interest in the outcome of the Project;

C. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with the Department; or

D. is a current part-time or full-time employee of the Department.

30. Office of Management and Budget (OMB) Cost Principles

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

31. Procurement and Property Management Standards

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

32. Audit

A. The Department may monitor and audit any aspect of the Project at any time.

B. Upon completion of the Project, the Department or an independent auditor approved by the Department, at the Department's option, may perform an audit of the Project costs. Any funds due to the Developer, the Department, or others shall be paid by the owing party within thirty (30) days after notification that funds are due.

C. The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

33. Retention and Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to performance of all aspects of Project development and implementation and all costs incurred under this agreement at an official governmental office of the Department or the Developer, as applicable. The parties shall make those materials available to the Department, the Developer, the State Auditor, the Federal

Highway Administration (FHWA), and the U.S. Office of the Inspector General for review and inspection at the retaining party's official governmental office during the term of this agreement and for four (4) years after the date that the Department has reimbursed the Developer in full or thereafter until any impending claims are resolved. Additionally, the Department, the Developer, and the FHWA shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions, including records in the possession of the Developer's agents, to the extent that they relate to expenditures for which reimbursement is requested. At the request of the Department, the Developer shall submit any information required by the Department in the format directed by the Department.

34. Civil Rights Compliance

The Developer shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Parts 200 and 230), and with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

35. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Developer shall adopt, in its totality, the Department's federally approved DBE program.

C. The Developer shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Developer shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Developer shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Developer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Developer shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Developer of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Developer signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race,*

color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

36. Debarment Certifications

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

37. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

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

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

C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

38. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Developer agrees that it shall:

(i) Obtain and provide to the Department a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;

(ii) Obtain and provide to the Department a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

(iii) Report the total compensation and names of its top five (5) executives to the Department if:

(a) More than 80% of annual gross revenues are from the Federal Government, and those revenues are greater than $25,000,000 annually; and

(b) The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

39. Single Audit Report

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

B. If threshold expenditures of $500,000 or more are met during the Developer's fiscal year, the Developer must submit a Single Audit Report and Management Letter (if applicable) to the Department's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact the Department's Audit office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Developer's fiscal year, the Developer must submit a statement to the Department's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Developer will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

40. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the Department and the Developer in duplicate.

THE DEPARTMENT	**THE DEVELOPER**
Signature	Signature
Phil Wilson Executive Director Texas Department of Transportation	Samuel T. Biscoe County Judge County of Travis
Date	Date

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT A

Location Map of Project

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT B

Scope of Work

FM 1626

The scope of work for this Project is the widening and reconstruction of FM 1626 from west of Brodie Lane to FM 2304 (Manchaca Road) where the roadway is proposed to be widened to a five lane section with continuous left turn lane and shoulders.

There will be a transition section from west of Brodie Lane to the Bear Creek Bridge.

From the Bear Creek Bridge to FM 2304 (Manchaca Road), the roadway is proposed to be constructed to a five lane curb and gutter section with six foot (6') shoulders and a sidewalk on one side of the roadway. The final typical section would be determined during the NEPA process.

Total Project length is 1.11 miles.

A schematic has not been finalized.

The environmental clearance has not begun.

Necessary right of way has not been acquired.

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT C

TOTAL ESTIMATED COSTS AND SOURCES OF FUNDING

Project Highway Improvement	Estimated Total Project Cost	Estimated Total Construction Cost *	Allowable Construction Costs for Payment of Pass-Through Tolls and Percentage of Total Construction Cost (Department's Proportional Share)	Department's Maximum Pass-Through Reimbursement to Developer (110% of Allowable Construction Costs)	Developer Funding	Other Funding Sources
FM 1626	$11,920,000	$7,903,300	53% = $4,203,300	$4,623,630	$11,920,000	$0
Total	$11,920,000	$7,903,300	$4,203,300	$4,623,630	$11,920,000	$0

* As provided in Paragraph 4, the Developer is responsible for advancing to the Department all of the construction cost.

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT D

Project Implementation

Overview

This Attachment defines the roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project.

1. Environmental Studies and Mitigation

1.1. The Developer shall complete all environmental studies and documents required to secure environmental approval, including each of the following items.

1.1.1. Preparation and completion of environmental studies, including obtaining right of entry to perform such studies. All environmental studies will be performed by environmental specialists who meet the requirements to perform those studies.

1.1.2. Submission of appropriate documentation (categorical exclusion, environmental assessment, and environmental impact statement, including reevaluation, and supplemental documentation) for Department review and approval. Department review is detailed in section 1.2 below.

1.1.3. Preparation of any document revisions.

1.1.4. Submission to the Department of copies of the environmental studies and documentation adequate for distribution.

1.1.5. Preparation of legal and public notices in accordance with 43 TAC §2.4 for Department review and use.

1.1.6. Arrangements for appropriate public involvement, including court reporters and accommodations for persons with special communication or physical needs related to the public hearing, if requested. The Department will serve as the Hearing Official at any public hearing with the assistance of the Developer.

1.1.7. Preparation of public meeting and hearing materials.

1.1.8. Preparation of any necessary responses to comments.

1.1.9. Preparation of the public meeting and public hearing summary and analysis, and the comment and response reports.

1.1.10. Submission to the Department of a verbatim transcript of any public hearing and the original certification of the pubic involvement process as described in 43 TAC §2.4.

1.1.11. Preparation of required U.S. Army Corps of Engineers permit applications and associated drawings for impacts to jurisdictional

waters, including mitigation requirements. The Developer will be wholly responsible for any and all mitigation that would be required.

1.1.12. The Developer is responsible for all Project-related environmental permits, issues, and commitments, including any mitigation or remediation that may be required under any law or regulation.

1.1.13. Submission to the department of documentation showing that all environmental permits, issues, and commitments have been or will be completed, including copies of permits or other approvals required prior to construction in accordance with 23 CFR §771.109.

1.2. As set forth in Exhibit 1, Roles and Responsibilities, the Department will conduct environmental reviews throughout the clearance process in an attempt to receive the environmental approval of the Project.

1.2.1. Except as otherwise required by law or by agreement between the Department and a state or federal agency, the Developer is responsible for coordinating with local governmental entities and applicable agencies throughout the Project planning process to assure compliance with applicable laws. The Developer and Department will make every reasonable effort to resolve disagreements with local governments and with state or federal agencies as they relate to environmental approval of the Project.

1.2.2. The Developer will coordinate the submission of documents for agency review with the Department.

1.2.3. The Department is responsible for coordinating all review activities listed in the review schedule defined in Exhibit 2, General Review Schedule. The Department is responsible for working with the lead agency, the cooperating agencies and any affected entities to ensure a timely and thorough coordination process through a specified staff working group. The Developer will be an integral participant throughout the review process to rapidly address comments and concerns necessary to secure clearance within the review schedule.

2. Right of Way Acquisition

2.1. As provided in Section 7, Right of Way and Real Property, of this agreement, the Developer is responsible for the acquisition and provision of any right of way or real property needed for the Project (New Right of Way).

2.2. The Developer will establish and maintain a project tracking system that is acceptable to the Department and that shows the right of way surveying and mapping, appraisal, acquisition, and relocation status of each parcel.

2.3. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required conveyance documents and other right of way related deliverables required by the Department for its permanent files.

2.3.1. Within ten (10) days after commencement of work on each individual highway improvement, the Developer will confirm in writing to the Department all agreed-upon terms relating to the acquisition of right of way.

2.3.2. The Developer will provide the Department with a certification that it has received the Department's Right of Way Manual Collection and that it will comply with the procedures in that collection.

2.3.3. The Developer shall execute the Certification of Compliance appended to Attachment H "Programmatic Procedures for Right of Way Oversight of Pass-Through Projects" as Exhibit A and, for each parcel to be acquired, the Developer will use checklists appended to Attachment H as Exhibit B. Attachment H is attached to and made a part of this agreement.

2.4. The Developer will prepare right of way maps, property descriptions (field notes and parcel plats), and other data as needed to describe the right of way and access rights necessary for the Project.

2.4.1. The field notes and parcel plats will be signed and sealed by a Registered Professional Land Surveyor currently licensed by the "Texas Board of Professional Land Surveying."

2.4.2. Copies of this data will be delivered to the Department for review at least three weeks before beginning the standard process for acquisition of right of way for each individual highway improvement.

2.5. The Developer will acquire fee simple title, any required drainage channel easements, and any required access rights, free and clear of all liens and encumbrances for all land to be used as right of way for the Project. Title to all real property rights will be acquired in the name of the State of Texas.

2.5.1. Title to New Right of Way will exclude oil, gas, and sulfur from the deed without any right in the owners to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining.

2.5.2. The Developer will also provide the Department with title insurance for each individual parcel of New Right of Way in the name of the State of Texas as the insured owner.

2.6. The Developer is responsible for the negotiation of access points at the time of acquisition based on Department's Roadway Design Manual, the Department's Access Management Manual, and the preferred access points shown on the schematic for the highway improvement.

2.6.1. The access points for each highway improvement and the access denial line as depicted on the approved schematic will be incorporated into the deed when the property is acquired. Any proposed changes to the access denial line shall be submitted to the Department for review and approval.

2.6.2. The Developer shall develop driveway permits and associated exhibits acceptable to the Department for each access point and obtain, at a

minimum, three original signed copies from the respective property owners.

2.7. The Developer will ensure that all right of way used in constructing the Project will be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Developer. The Developer shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants in the right of way have been adequately mitigated or that the Developer otherwise meets the requirements for regulatory closure.

2.8. The Developer will provide tracings and electronic files of right of way maps and property descriptions to the Department and will also provide the Department a final map (digital and hard copy in a format approved by the Department) showing the final location of all utility lines that were adjusted or remained in place and joint use numbers assigned to those utilities.

2.9. The Developer will provide to the Department all original deeds and easements that convey property interests to the State of Texas.

3. Utilities

3.1. The Developer is responsible for determining the scope of utility work if the Project requires the adjustment, removal, or relocation of a utility facility. Utilities will not be adjusted, removed, or relocated before environmental approval is secured.

3.2. The Developer is responsible for notifying the appropriate utility company to schedule adjustments.

3.3. The Department will grant the Developer or its authorized representative site access to State right of way where required to execute the work and will issue right of entry for the performance of utility relocation.

3.4. The Developer is responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities.

3.5. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required utility agreements, including joint use acknowledgments.

3.6. The Developer will provide to the Department all original utility agreements, including joint-use acknowledgements, that are executed in connection with the Project.

4. Engineering Services

4.1. The Developer will remain the single point of contact for engineering and design issues. All correspondence and instruction to the design consultants will be the sole responsibility of the Developer.

4.2. At the commencement of an individual highway improvement, the Developer will coordinate a Design Concept Conference with the Department to establish the performance parameters and design requirements for the highway improvement, including the Pavement Design, Hydraulic Design, Design Concept Conference Forms and Typical Sections, which will remain in place throughout the implementation of the highway improvement.

4.3. All plans, specifications, and estimates developed by or on behalf of the Developer shall conform to the latest version of the Department's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and the special specifications and special provisions related to them, and shall conform to the latest edition and revisions of the Department's Roadway Design Manual for desirable values unless approved by the Department. The construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent.

4.4. If the Department determines that the complete plans, specifications, and estimates are unacceptable, the Developer shall correct the design documents to the Department's satisfaction. Should additional specifications or data be required by the Department, the Developer shall redesign the plans and specifications to the Department's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Developer.

4.5. If exceptions to the Department's design criteria are required as specified in the Department Roadway Design Manual, a request for exceptions shall follow the procedure set forth in that manual.

- **4.5.1.** If it becomes necessary to change a design after it has been approved by the Department, and if that change does not require the adoption of alternative design criteria or an exception to the Department's design criteria, the Developer will coordinate with the Department and Federal Highway Administration (FHWA) for approval of the change.
- **4.5.2.** The Department shall have no more than ten (10) business days either (1) to approve the design change as proposed by the Developer or (2) to respond with a Department-recommended alternative to the design change.
- **4.5.3.** If the Department responds with an alternative to the design change, the Developer and the Department shall work diligently to develop a mutually agreeable design solution.
- **4.5.4.** The Department is responsible for obtaining any necessary approval from FHWA.

4.6. Reviews

4.6.1. When the design is approximately thirty (30) percent complete, the Developer shall submit a completed pavement design to the Department. The Department may request additional information related to the pavement design, and the Developer shall provide that information promptly. The pavement design must be approved by the Department before letting. After the pavement design has been approved by the Department, it may not be changed by either party without the written consent of the other.

4.6.2. When design is 30% complete, the Developer will coordinate the submission of the following design information for a joint review session between the Developer and the Department to allow comments and concerns to be addressed by the Developer within the expedited review schedule defined in Exhibit 2, General Review Schedule.

4.6.3. The following will be reviewed as set forth in Exhibit 1, Roles and Responsibilities.

1) Preliminary cross sections showing existing utility lines, R.O.W.
2) Plan and profile sheet showing existing and proposed:
   a) R.O.W. lines
   b) Roadway alignments and profiles
   c) Intersecting streets
   d) Curb and lane lines
   e) Existing Utilities
3) Existing and proposed typical sections including pavement section
4) Preliminary title and index sheets.
5) Preliminary drainage area map, discharge relationships and drainage calculations.
6) Storm drainage master plan.
7) Preliminary culvert layouts.
8) Preliminary bridge and bridge classification culvert layouts, including test hole information.
9) Preliminary retaining wall layout, including test hole information.
10) Sequence of work outline for traffic control.
11) Preliminary traffic control typical sections and layouts.
12) Preliminary intersection layouts.
13) Preliminary utility layouts - identify potential conflicts and exchange of information with existing utilities.
14) Update estimates and prepare preliminary roadway and drainage quantity summary sheets.
15) Updated design contract schedule.
16) Facility typical sections and pavement design.
17) An additional joint review session for 60% design shall be at the discretion of the Department upon the completion of the 30% joint review session.

4.6.4. When the Project design is final, the Developer will coordinate the submission of the following information to the Department for review to

allow comments and concerns to be addressed by the Developer to secure approval of the Department and FHWA within the expedited review schedule defined in Exhibit 2, General Review Schedule.

1) Seven (7) copies of final plans, specifications, and engineer's estimate.
2) Revisions to the preliminary design submittal.
3) Proposal to award construction contract in compliance with applicable state and federal requirements.
4) Proposed contract administration procedures for the construction contract with criteria that comply with the applicable national or state administration criteria and manuals.
5) Documentation of all environmental permits, issues, and commitments that will be addressed in construction.

4.6.5. For any individual highway improvement with a construction cost over $25 million, the Developer shall conduct a value engineering workshop. Proposed changes to the design shall be submitted to the Department for review and approval.

4.6.6. Approval by the Department of the final design submittal in conjunction with the environmental process will constitute authorization for the Developer to advertise for construction bids. Approval may be conditioned on an amendment to this agreement if the final approved design significantly reduces the original scope of the Project as described in this agreement and applicable attachments.

5. Construction Responsibilities

5.1. The Department will supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications.

5.1.1. Unless the parties enter a separate agreement to the contrary, all correspondence and instruction to the contractor performing the work will be the sole responsibility of the Department.

5.1.2. All work will be performed, unless otherwise specifically stated in the contract documents for the Project, in accordance with the latest edition of the Department's Guide Schedule for Sampling and Testing, the Quality Assurance Program Manual, the Construction Contract Administration Manual, and the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.

5.1.3. The Department shall ensure the implementation of a Project Quality Assurance Program (QAP) in conformance with the requirements in 23 CFR 637, Part B.

5.2. The Department will negotiate and approve all change orders and other contract revisions necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Developer must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

5.2.1. The Department will document any such changes, including a proposed course of action.

5.2.2. The Department will notify the Developer of the need for such changes and submit the appropriate documentation.

5.2.3. The Developer shall have no more than ten (10) business days to respond with comments.

5.2.4. If the Developer responds with comments, the Developer and the Department will work diligently and in good faith to develop mutually agreeable changes that shall then be implemented by the Department.

5.2.5. The Department shall be responsible for obtaining any required approvals from federal, state, or local governmental authorities.

5.2.6. To the extent that a change order requires the adoption of alternative design criteria, an exception to the Department's design criteria, or a change in the approved design, the design must be approved as set forth in Sections 4.3, 4.4, or 4.5, as applicable.

5.3. The Developer and Department will comply with applicable Federal requirements throughout the procurement and construction process in order to maintain the Department's eligibility for Federal reimbursement for Project costs. The Developer's compliance with requirements necessary to maintain eligibility for federal reimbursement is a condition precedent to performance by the Department.

5.4. Within six (6) months after issuance of the "Letter of Acceptance" for a highway improvement, the Developer will provide to the Department all documents and submittals identified in the Department's Construction Contract Administration Manual. This documentation includes:

1) Record Drawings and Final Construction Records,
2) Engineer Certification of Project Completion, and
3) Right of Way Parcel Information (Exhibits, Descriptions, Right of Way Maps, Field Notes, etc.)

6. General

6.1. The Developer and the Department will agree on a transition plan at the time of or before completion of a highway improvement.

6.2. The Developer will schedule regular meetings with the Department to maintain the communication necessary to successfully implement the Project.

6.3. The Developer will prepare program organizational and management documents, including Program Management Plan and Quality Control/Quality Assurance Plan for all work products. The Developer will provide these documents to the Department for all contracted firms participating in the Project.

6.4. The Developer will maintain all documentation relative to implementation and completion of the Project, including, without limitation, documentation relating to environmental issues, acquisition of right of way, preliminary and final design of the Project.

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT D
Exhibit 1: Roles and Responsibilities for Each Entity

	Responsible Party
Preliminary Engineering	
Retain Consultant	Developer
Develop Preliminary Design	Developer
Develop Preliminary Cost Estimate	Developer
Define Right of Way Requirements	Developer
Department Review and Approval of Preliminary Engineering Report	Developer, Department
Environmental Review	
Retain Consultant	Developer
Draft Environmental Documents	Developer
Schedule & Conduct Public Involvement	Developer, Department
Review of Environmental Documentation	Developer, Department, FHWA
Notification and Documentation of Comments	Developer
Schedule and Hold Public Involvement	Developer, Department
Analyze and Document Public Involvement	Developer
Final Review	Developer, Department, FHWA
Document Approval	Department, FHWA
Environmental Permits, Issues, and Commitments	Developer
Permitting	
Develop Required Permit Applications	Developer
Submit Required Permit Applications	Developer, Department
Right of Way Acquisition	
Develop Right of Way Budget	Developer
Retain Surveyor	Developer
Develop Right of Way Map	Developer
Retain Appraisers	Developer
Work with Owners on Donations, Access, Etc.	Developer
Purchase Parcels After NEPA Process	Developer
Eminent Domain Proceedings	Developer
Utility Identification and Relocation	Developer
Oversight and Audit of Right of Way Process	Department

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

	Responsible Party
Design	
Retain Designer, Geotech, Surveyor, and other professional service providers	Developer
Develop 30% Submittal Package	Developer
30% Submittal for Department Review	Developer
Develop 60% Submittal Package *	Developer
60% Submittal for Department Review *	Developer
Final Submittal for Department Review	Developer
Approval of Design	Department, FHWA
Bid for Construction	
Preparation of Bid Documents	Developer, Department
Advertisement for Bids	Department
Bid Opening, Evaluation, and Award	Department
Certified Final Award	Department
Construction	
Coordination with Utilities for Relocation	Department
Issuance of Construction Notice To Proceed	Department
Administration of Construction Contract	Department
Inspection of Construction	Department
Issuance of Notification of Substantial Completion	Developer
Issuance of Letter of Approval for Payment	Department
Issuance of Notification of Completion	Developer
Issuance of Letter of Acceptance	Department

*** Only applies if Department requires after review of 30% submittal**

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT D
Exhibit 2: General Review Schedule
Specific timelines are incorporated into the timeline for each highway improvement.

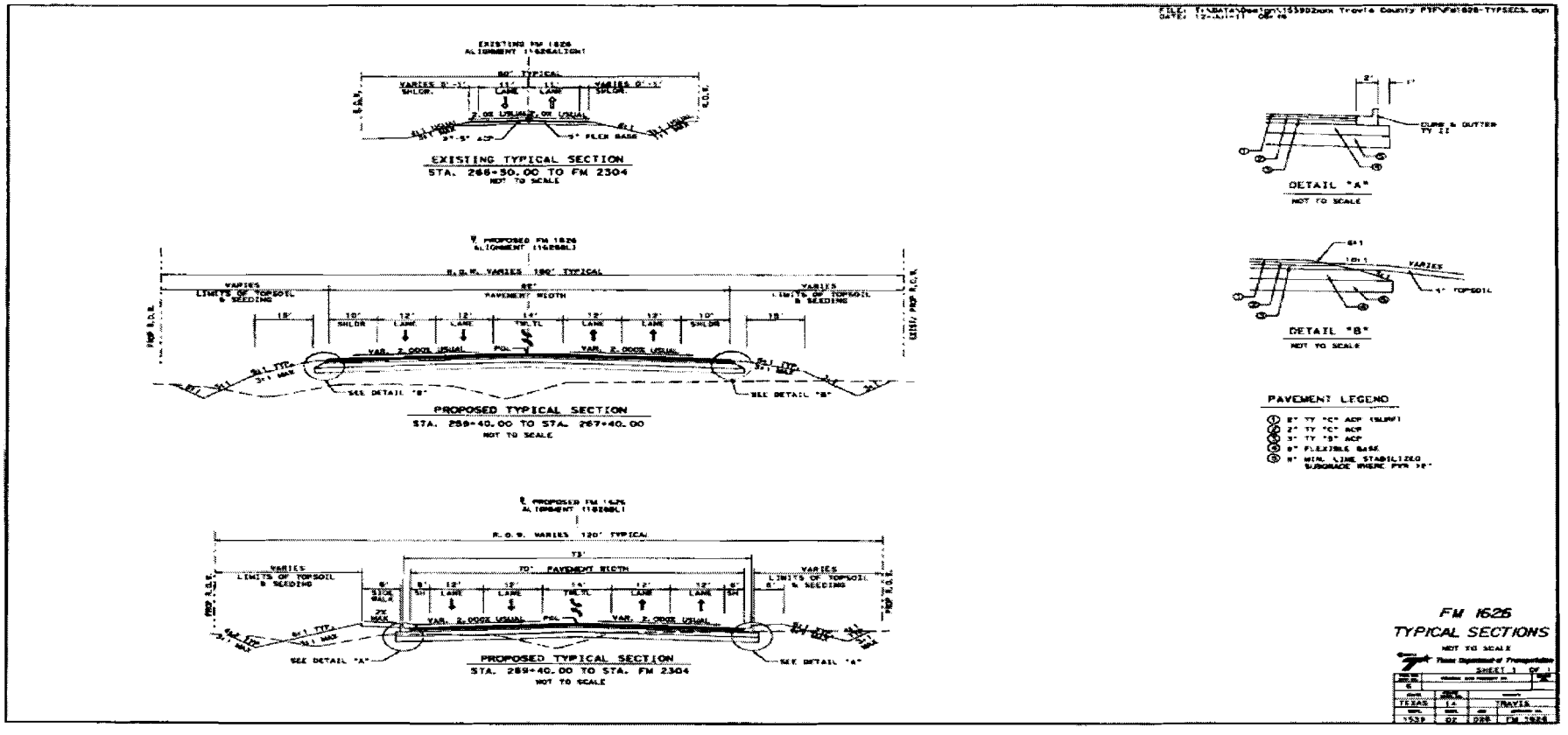
	Type of Review		Review Time
1	Preliminary/Schematic Layout Review		2 weeks
2	Environmental Review	Joint Environmental Review	To be determined
		Review (Department)	
		Review (Categorical Exclusion) (2 weeks district; 2 weeks ENV)	4 weeks *
		Review (Environmental Assessment) (3 weeks district; 3 weeks ENV)	6 weeks *
		Review (Environmental Impact Statement) (4 weeks district; 4 weeks ENV)	8 weeks *
		Resource Agency Review	To be determined
		FHWA Review (draft document)	To be determined (minimum 4 weeks)
		Release by the Department to Public Hearing *** • Advertising for public hearing • Conducting Public Hearing • Receipt of written comments	6 weeks plus 10 days for receipt of written comments
		Developer Addresses Comments from Public Hearing and prepares Summary and Analysis and Comment Response Report	6 weeks
		Department Review of Summary and Analysis and Comment Response Report (2 weeks district; 2 weeks ENV)	4 weeks *
		FHWA Review of Summary and Analysis and Comment Response Report and issues determination document	To be determined (minimum 4 weeks)
3	Review of Plans, Specifications, and Estimates	30% Completion	2 weeks
		60% Completion ****	2 weeks
		100% Completion (2 weeks district, 2 weeks DES)	4 weeks **
		Federal Approval of Letter of Authority	1 week

* Review Time may start over for substantial comments on draft of document
** Review Time may start over for substantial revisions of plans
*** Only applies if Public Hearing is required
**** Only applies if required by Department

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT E

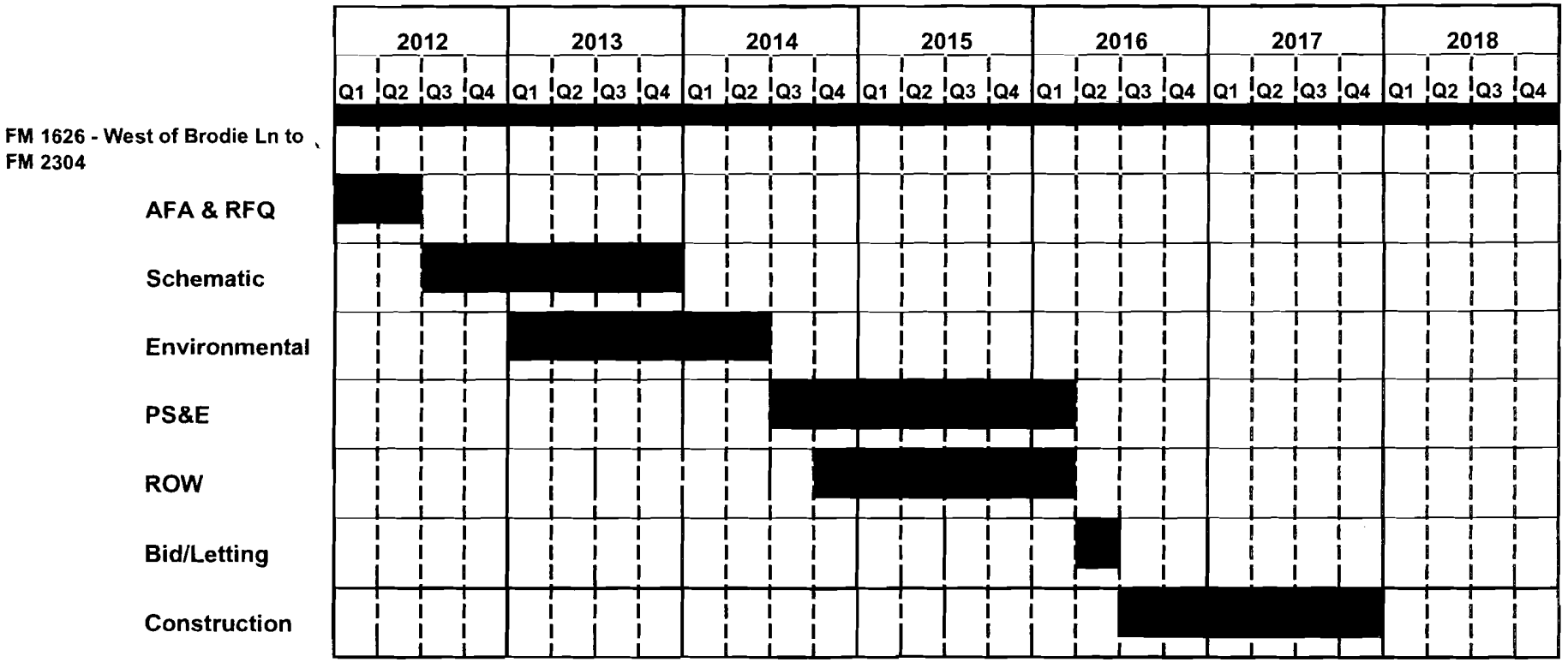
Typical Section Layout



Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT F

Project Schedule



Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT G

Resolution or Ordinance

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT H

PROGRAMMATIC PROCEDURE FOR RIGHT OF WAY OVERSIGHT OF PASS-THROUGH PROJECTS

For those Pass-Through projects where a Pass-Through Toll Agreement (Agreement) has been entered into by and between the Texas Department of Transportation (the Department) and a local public agency (county or municipality), and in conjunction with such Agreement the local public agency (LPA) has also executed a "Certification of Compliance" in the form as attached to this agreement as Attachment H - Exhibit A, the Department shall provide right of way monitoring and audit of the acquisition of right of way in the following manner:

1. Following the execution by the LPA of the Certification of Compliance, schedule a meeting as soon as practical with the LPA officials who will be providing oversight and management of the Project for the LPA, and also with the project managers of any engineering consultant hired by the LPA to directly manage the Project, to include those individuals both from the LPA and under contract with the engineering consultant to handle right of way acquisition.

   A. At this meeting, discuss the need to establish separate right of way parcel files for each parcel of land or easement to be acquired for the Project, and to include and retain within each parcel file, documentation that establishes that all certifications contained in the "Certification of Compliance" have been met. Emphasize that a detailed written "negotiator's report" for all negotiation contacts must be included within each parcel file (as provided for in the on-line Right of Way Manual Collection).

   B. Provide a copy of the "Title III Parcel Review Checklist for LPAs" (a copy of which is attached to this agreement as Attachment H - Exhibit B) which the Department will be utilizing when it monitors and audits a random selection of parcel files each month during the progress of the right of way acquisitions for the Project.

   C. Provide a copy of the form for the conveyance instruments to be utilized for initial acquisition of right of way interests in accordance with the Agreement and also the form for the final conveyance of all right of way interests acquired from the LPA (Developer in the Agreement) to the State of Texas upon completion of each Project.

2. Beginning the month following the initiation of right of way acquisition by the LPA, the Department shall, not less than once a month, meet with the LPA and any consultants retained by the LPA that are handling right of way parcel acquisition and randomly select from those parcels for which acquisition has been completed or are in the process of being submitted for eminent domain proceedings during the prior month, either three of such parcels, or 10% of the total number of such parcels reaching such status during the prior month (whichever is more), and audit such parcel files using the Title III Parcel Review Checklist for LPAs.

A. For those parcels so audited which according to the audit and completion of the checklist appear to be in compliance with Title III guidelines, place one copy of the checklist within the parcel file, and retain an additional copy of the checklist for the Department's monitoring and auditing file for this Project.

B. For any parcel so audited for which one or more checklist items indicate non-compliance with Title III guidelines, the Department shall provide written notice to the LPA containing detailed information about such non-compliance, together with recommended action to be taken by the LPA in order to remedy such non-compliance. An additional copy of such written notice shall be placed in the parcel file and a copy also retained by the Department for the Department's monitoring and auditing file for this Project.

C. During any subsequent month's Department review of parcel files as required under paragraph 2. above, in addition to auditing the number of new parcel files required above, the Department shall specifically re-review any parcel files for which non-compliance notices were provided, and additional written documentation placed in such parcel file indicating the current status relating to the prior non-compliance, and if the non-compliance status still exists, provide an additional written notice of this to the LPA. If, after the third month's review of a parcel with a non-compliance notice, the non-compliance status remains, and it appears to the the Department personnel conducting the review that the LPA is not taking sufficient steps to remedy the non-compliance, the Department Right of Way Division shall be provided a copy of all prior notices of non-compliance for review. If this review determines there is definitely continuing non-compliance without adequate basis or other justification, a letter will be issued from the Right of Way Division to the LPA, informing the LPA that acquisition of the parcel does not meet the requirements of the "Uniform Act" which could result in the Project being ineligible for State and Federal participation in reimbursement payments, and unless remedied, such could be considered a material breach of the Agreement. A copy of this letter will be provided to the local Federal Highway Administration Realty Office and also to the Department Office of General Counsel.

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT H
EXHIBIT A

CERTIFICATION OF COMPLIANCE

Travis County, the Developer under a Pass-Through Toll Agreement with the Texas Department of Transportation (the Department) for the purpose of constructing and operating improvements to FM 1626 from 1,100 feet west of Brodie Lane to FM 2304 (Manchaca Road), pursuant to Texas Transportation Commission Minute Order 112755 (the Project), hereby certifies that:

(1) real property will be acquired for the Project right of way in compliance with all applicable State and Federal laws and requirements, including the policies and practices of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq.;

(2) it has received and has continuing access to the Online Right of Way Manual Collection; and

(3) prior to the implementation of any procedures that are at variance with established Department policies and practices for the acquisition of real property, Travis County will submit such procedures in writing to the Department's District Engineer for the Austin District, and the Executive Director's approval must be obtained.

For purposes of this Project, it is understood that references in the Right of Way Manual Collection to TxDOT personnel, Department personnel, District personnel, District, District Engineer, ROW Division, Director of the ROW Division, and other similar Department employees or titles involved in the acquisition process shall be deemed to mean Travis County and its authorized agents. It is the intent of this provision to allow Travis County to acquire real property for the Project on behalf of the Department without prior review and approval of the Department, subject to compliance with all applicable State and Federal laws and requirements as described above, the variance procedure, and the Department's audit and enforcement obligations.

Date: _____, 20__

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

ACCEPTED:

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
John Barton., P.E.
Assistant Executive Director

FEDERAL HIGHWAY ADMINISTRATION

By: _____
Printed Name: _____
Title: _____

[THIS CERTIFICATION OF COMPLIANCE SHOULD NOT BE EXECUTED BY THE PARTIES UNTIL AFTER EXECUTION OF THE PASS-THROUGH AGREEMENT]

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT H
EXHIBIT B

TITLE III PARCEL REVIEW CHECKLIST FOR LPAs

County:
District:
ROW CSJ No.:
Parcel No.:
Acquiring Agency:

General

Was the informational notice given to owner? Yes ☐ No ☐

Date of the notice:

Was the "Landowner's Bill of Rights Statement" properly provided prior to initiation of negotiations? Yes ☐ No ☐

Date provided:

Appraisal

Was the real property appraised before the initiation of negotiations? Yes ☐ No ☐

Approval date of the appraisal:

Was the owner or his designated representative given the opportunity to accompany the appraiser during inspection of the property? Yes ☐ No ☐

Did the appraisal disregard any decrease or increase in value caused by the proposed facility? Yes ☐ No ☐

Did the written appraisal of the parcel conform to the established standards for appraisal? Yes ☐ No ☐

Does the acquiring agency require compliance with the Uniform Standards of Professional Appraisal Practices (USPAP) and Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) for appraisals? Yes ☐ No ☐

Were the appraiser and review appraiser qualified by the acquiring agency? Yes ☐ No ☐

Were there any apparent conflicts of interest on the project on behalf of the appraiser or review appraiser? Yes ☐ No ☐

Was a written appraisal review report prepared, and an executed certification provided by a qualified review appraiser? Yes ☐ No ☐

Were all items of real estate included in the appraisal? Yes ☐ No ☐

Were retention values for any improvements retained by the owner properly documented? Yes ☐ No ☐

Negotiation

Did the review appraiser negotiate for acquisition? Yes ☐ No ☐

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

Did the appraiser negotiate for any parcel for which the appraised just compensation was more than $2,500? Yes ☐ No ☐

Were acquisition policies and procedures explained to the owner? Yes ☐ No ☐

Was prompt written offer made to acquire real property for the full amount of the approved appraisal of just compensation? Yes ☐ No ☐

Date of the first written offer:

The written offer included the following:

☐ statement of the full amount established as just compensation

☐ separate statement as to damages (if applicable)

☐ description and location identification of the ROW parcel, and of the interest in the real property to be acquired

☐ identification of the buildings, structures and other improvements considered to be real property for which the offer is made

☐ identification of separately owned interests (if applicable)

☐ a copy of the appraisal report delivered to the owner at the time the offer was made

Was the offer and its basis discussed with the owner? Yes ☐ No ☐

Was the owner given reasonable opportunity to consider the offer and to present material believed to be relevant to valuation of the property? Yes ☐ No ☐

Was any evidence discovered which suggests that coercive action was taken to compel agreement on price paid for the property? Yes ☐ No ☐

Was the owner required to surrender possession before payment was made or proper award deposited in court? Yes ☐ No ☐

If the property was donated, was the owner advised of his right to receive just compensation? Yes ☐ No ☐

Was every reasonable effort made to acquire the property expeditiously by negotiation? Yes ☐ No ☐

Was property acquired under Title VI requirements, without regard to race, color, age, religion, sex, national origin, or handicap? Yes ☐ No ☐

Relocation Assistance

The acquisition of this property resulted in the displacement of: (check all that apply)

None ☐ Residence ☐ Business ☐ Farm Operation ☐ Non-Profit Organization ☐ Personal Property Only ☐

If residential, was a replacement housing supplement computed utilizing comparable decent, safe, and sanitary replacement housing? Yes ☐ No ☐

Amount of the supplement: Date approved:

Contract No. PT 2011-007-01
CSJ No. 1539-02-026
Federal Highway Administration
CFDA#20.205
Not Research and Development

Amount of actual replacement housing payment: Date of payment:

If a non-residential displacement, list all payments made.

☐ Moving Payment - Business, Farm, or Non-Profit

Amount(s): Date(s):

☐ Moving Payment - Personal Property

Amount(s): Date(s):

☐ Reestablishment Payment

Amount(s): Date(s):

Were applicable Relocation Assistance Advisory Services offered to the displaced resident, business, or farm operation, or non-profit organization? Yes ☐ No ☐

Was a 90-Day Notice given to the displaced person? Yes ☐ No ☐

Date of notice:

Was a 30-Day Notice to Vacate given to the displaced person? Yes ☐ No ☐

Date of notice:

Were all relocation benefits calculated and paid in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and amendments thereto."? Yes ☐ No ☐

Based on review, is the acquiring agency complying with all *Title III* guidelines? Yes ☐ No ☐

Parcel Legal Description / Plat

Do the survey and mapping technical requirements comply with the technical requirements as set forth in applicable Department manuals? Yes ☐ No ☐

Does a broad review of the parcel legal description / plat and comparison to the right of way map indicate the presence of all component parts? Yes ☐ No ☐

_____ _____
Signature of TxDOT Review Agent Date

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

PASS-THROUGH AGREEMENT FOR PAYMENT OF PASS-THROUGH TOLLS BY THE DEPARTMENT

THIS AGREEMENT is entered between the State of Texas, acting by and through the Texas Department of Transportation, the "Department", and the Developer under Transportation Code, §222.104.

Contracting Parties:
The Department: The Texas Department of Transportation
The Developer: Travis County

BACKGROUND

Texas Transportation Code, §201.103, authorizes the Department to plan and to make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads. Transportation Code, §222.104, authorizes the Department to enter into pass-through agreements for the purpose of improving the state highway system. The Texas Transportation Commission has implemented this provision by enacting rules to be found at 43 TAC Chapter 5, Subchapter E. On May 26, 2011, the Texas Transportation Commission passed Minute Order Number 112685, authorizing the Developer to construct FM 969 from FM 3177 to Hunters Bend Road to a four-lane with continuous turn lane roadway (the "Project"), the location of which is shown on Attachment A, which is attached to and made a part of this agreement. On July 28, 2011, the Texas Transportation Commission passed Minute Order Number 112755, authorizing the Department to enter a pass-through agreement with the Developer in furtherance of the Project. The governing body of the Developer has authorized entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment G. In consideration of the mutual promises contained in this agreement, the Department and the Developer now agree as follows.

AGREEMENT

1. **Effective Date**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

2. **Amendments**
   Amendments to this agreement must be in writing and executed by both parties.

3. **Scope of Work**
   The scope of work on FM 969 will be construction of a four-lane roadway with continuous left turn lane and is described in more detail in Attachment B, which is attached to and made a part of this agreement. The Project consists of Phase 1 for FM 969 from FM 3177

to FM 973 and Phase 2 for FM 969 from FM 973 to Hunters Bend Road. A Typical Section Layout and Project Schedule are contained in Attachments E and F, respectively, which are attached to and made a part of this agreement. Before any design, development, or construction work is performed, the Developer shall confirm that Department funding for the Project is included in the Department's Unified Transportation Program and the Statewide Transportation Improvement Program.

4. Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, which is attached to and made a part of this agreement. Attachment C includes expected cash contributions from each source of funding. The Department will pay for only those Project costs of a type that have been approved by the Texas Transportation Commission.

B. The Department is responsible only for securing the funding specifically identified on Attachment C as the responsibility of the Department and for making that funding available to the Developer as set forth on Attachment C.

(i) The Department will reimburse the Developer with pass-through payments in the percentages and resulting amounts (the Department's Proportional Share) identified on Attachment C for the actual costs of labor and materials incurred in construction of the Project as determined by the low bid award of the construction contract (Actual Cost of Construction). The amount of the low bid award will be certified by the Developer in accordance with Section 10, Construction Responsibilities. For purposes of reimbursement under this agreement, construction engineering costs are not eligible construction costs.

(ii) Unless and to the extent that this agreement is amended, the Department will not be responsible for funding in excess of the Maximum Pass-Through Reimbursement to Developer identified on Attachment C (110% of Allowable Construction Costs). The Developer shall be responsible for all costs associated with the Project that are not shown as the responsibility of the Department.

C. The Department's obligation to reimburse its Proportional Share of the Actual Cost of Construction is subject to the following two exceptions.

(i) The Department will reimburse its Proportional Share of the amount by which the Actual Cost of Construction exceeds the Estimated Total Construction Cost identified on Attachment C (cost overrun). The Department's total payment obligation for the Project, however, will not exceed the Maximum Pass-Through Reimbursement amount identified on Attachment C (110% of Allowable Construction Costs).

(ii) The Department will reimburse to the Developer the amount by which the Actual Cost of Construction is less than the Estimated Total Construction Cost identified on Attachment C (cost under-run), up to a maximum of 10 percent of the Estimated Total Construction Cost, only if all of the following conditions are met:

(a) The total of actual cost and under-run reimbursements by the Department may not exceed the Department's Allowable Construction Costs identified on Attachment C;

(b) The amount of cost under-run reimbursements received by the Developer must either be expended on the Project, or on other mutually acceptable state highway projects located in the Developer's jurisdiction;

(c) The amount of cost under-run reimbursements received by the Developer may be expended on the actual costs of an eligible project's environmental clearance and mitigation, right of way acquisition, land surveys, engineering, utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or contingent profits; and

(d) The Developer receives the Department's prior written consent for the expenditures.

D. The Developer shall be responsible for advancing to the Department all funds necessary for the construction of the Project.

(i) The Project will be built in two separate Phases and payment of funds by the Developer will be scheduled to coincide with the applicable Phase. At least sixty (60) days prior to the date set for receipt of the construction bids for a Phase, the Developer shall remit to the State the amount representing the Estimated Total Construction Cost as identified in Attachment C for the applicable Phase of the Project: Phase 1 = $7,629,580; and Phase 2 = $5,806,181.

(ii) In the event that the Department determines that additional funding by the Developer is required for construction at any time during either Phase of the Project, the Department will notify the Developer in writing. The Developer shall make payment to the Department within thirty (30) days from receipt of the Department's written notification.

(iii) Whenever funds are paid by the Developer to the Department under this agreement, the Developer shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund". The check or warrant shall be deposited by the Department in an escrow account to be managed by the Department. Funds in the escrow account may only be applied to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds will be returned to the Developer. The State will not pay interest on any funds provided by the Local Government.

5. Project Implementation

A. Unless otherwise specified in this agreement, all actions required of the Developer shall be taken by the Developer's Program Manager, who shall be an individual designated by name by the Developer. The Developer's Program Manager shall be authorized by the Developer to perform all or specified aspects of the Project development and implementation. Evidence of authorization shall be submitted to the Department immediately after the effective date of this agreement. The Developer's Program Manager may delegate responsibility to another person in a writing provided to the Department. The Developer must notify the Department in writing as soon as possible, but no later than three (3) business days after authorizing a change in Program Managers.

B. If the Developer will perform any work under this agreement for which reimbursement will be provided by or through the Department, the Developer must complete training in *Local Government Project Procedures Qualification for the Texas Department of Transportation* within ninety (90) days after this agreement is fully executed. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course. The Developer shall provide the certificate of qualification to the Department. The individual who receives

the training certificate may be an employee of the Developer or an employee of a firm that has been contracted by the Developer to perform oversight of the Project. The Department in its discretion may deny reimbursement if the Developer has not designated a qualified individual to oversee the Project.

C. Unless otherwise specified in this agreement, all actions required of the Department shall be taken by the Department's District Engineer for the Austin District. The District Engineer will designate an Engineer (the TxDOT Project Manager), who will be assisted by other Department personnel, to oversee and monitor compliance with all responsibilities under this agreement including all phases of project development. The District Engineer may delegate responsibility to the TxDOT Project Manager or another person in a writing provided to the Developer. Whenever this agreement requires an action to be taken by the Department's Executive Director, that responsibility may be delegated to another Department employee who is not below the level of district engineer. On request, the Department will provide the Developer with a copy of the Executive Director's delegation of authority.

D. The roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project are defined in Attachment D, Project Implementation, which is attached to and made a part of this agreement.

6. Environmental Assessment and Mitigation

Development of the Project shall comply with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.5, and Natural Resources Code, Chapter 191.

A. The Developer is responsible for the identification and assessment of any environmental problems associated with the development of the Project to the extent permitted by law.

B. The Developer is responsible for the cost of all environmental permitting, mitigation, remediation, and compliance.

C. The Developer is responsible for preparing for and providing all public meetings or public hearings required for development of the environmental decision and for summary and analysis of all public meetings or public hearings. When applicable, the Developer is also responsible for certifying that a public hearing has been held in accordance with applicable rules, the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. Public hearings may not be held before environmental documents are approved for further processing and may not be held before approval of all highway schematics for the particular project.

D. The Developer is responsible for the preparation of all documents required to obtain an environmental finding on the Project, and any subsequent reevaluations of that finding that may be required.

E. The Developer shall submit all requests for permits, all reports, and all findings relating to the Natural Resources Code, Chapter 191, through the Department. The Developer shall provide the Department with final drafts of all necessary requests for permits, reports, and findings required by law. The Department is responsible for all coordination under those acts and for making all necessary filings with the appropriate agencies, and the Department will provide copies of those filings to the Developer. Coordination of the environmental document shall be through the AUS District

Environmental Coordinator. The Developer is responsible for obtaining all other permits and is responsible for obtaining all permits and approvals resulting from changes that occur after environmental finding is first obtained, except as otherwise required by law or by agreement between the Department and a state or federal agency.

F. Before construction is begun, the Developer shall provide the Department with written certification that all required permits and commitments are complete. The Developer shall provide the Department with copies of all permit applications and approvals from each regulatory agency with environmental jurisdiction over the Project.

G. All environmental reports and findings shall comply with the latest version of the Department's manuals and Standards of Uniformity. The Developer shall provide the Department with physical and electronic copies of all environmental documentation in a format approved by the Department.

7. Right of Way and Real Property

A. The Developer is responsible for the provision and acquisition of all real property needed for the Project, including easements. Right of way widths shall be in accordance with the Austin District's Standard Right of Way Width for the pertinent Roadway Cross Section. All property interests shall be acquired in the name of the State of Texas. The Developer may not acquire right of way until all environmental clearance procedures have been completed and either (1) right of way maps and property descriptions (field notes and plats) have been prepared, or (2) a segment of the right of way map (consisting or one or more contiguous parcels) and the field notes and plat maps for such parcels have been prepared and certified to fall within the right of way limits of the approved schematic. The Developer must comply with all applicable state and federal laws, regulations, policies, and procedures, including the requirements of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq. Documentation to support compliance must be maintained by the Developer. The Developer must obtain advance approval from the Department for any variance in established procedures. The Department's Executive Director may exercise discretion in authorizing an alternative procedure if it is sufficient to discharge the Department's responsibilities for acquiring real property. The Department may monitor and audit the Developer's acquisition of right of way on the Project at any time. On request, the Developer shall furnish the Department with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the Department determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Developer shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Developer.

B. The Developer is responsible for any required relocation assistance along the route of the right of way as may be determined to be eligible under the relocation assistance program. The relocation assistance plan must provide reasonable time frames for orderly relocation of residents and businesses being displaced by the Project. All costs associated with the relocation assistance, including payments to residents and businesses, will be assumed by the Developer.

8. Utilities

If the Project requires the adjustment, removal, or relocation of existing utilities, the Developer shall be responsible for determining the scope of utility work and notifying the appropriate utility company to schedule adjustments. The Developer shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including Transportation Code, §203.092; 43 TAC §21.31 et seq. (Utility Accommodation); and 23 CFR Chapter 1, Part 645. The Developer shall be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities at the owners' expense. Before a construction contract for the Project is let, a utility certification must be made available to the Department stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

9. Architectural and Engineering Services

The Developer has responsibility for the performance of architectural and engineering services, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed in design of the Project and carried out during construction of the Project. The engineering plans shall be developed in accordance with the latest version of the Department's manuals. The Department's Executive Director may exercise discretion in authorizing alternative criteria or granting exceptions to this requirement on a case-by-case basis if a particular criterion could not reasonably be met because of physical, environmental, or other relevant factors and if the proposed design is a prudent engineering solution. The procurement of professional services must be competitive and shall comply with Government Code Chapter 2254, Subchapter A and all federal requirements including those described in 23 CFR Part 172 and those relating to participation by Disadvantaged Business Enterprises (DBEs), the Americans with Disabilities Act, and environmental matters. Access to the facility shall be in compliance with the Department's access management policy.

10. Construction Responsibilities

A. The Department shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering, material acceptance testing, and construction quality acceptance, and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary after the award of the construction contract. The bidding process must be competitive and must comply with all applicable federal and state laws. The Project and bidding process must be authorized by the Department and Federal Highway Administration before it is advertised for letting. Within ten (10) days after the award of the construction contract, the Developer shall provide to the Department a certified statement that describes the total amount of the award and identifies the bid amount for each of the major component parts.

B. The Department has the responsibility of overseeing all construction operations, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed, of assessing

potential environmental effects of contract revisions, and of obtaining environmental permits, issues, coordination, mitigation, and commitments that may be required by contract revisions.

C. Contract revisions including change orders shall comply with the latest version of all national and state administrative criteria and manuals. No contract revision may be made without the prior written approval of the Department's Executive Director if it would affect prior environmental approvals, significantly revise the scope of the Project or the geometric design, or change the cost to the Department. Procedures governing approval are contained in Attachment D.

D. The Department may conduct any and all oversight activities it deems reasonably necessary or advisable to ensure compliance with this agreement and all state and federal requirements.

E. When the Project is complete, the Department shall issue and sign a "Notification of Completion" certifying that all work has been completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after issuance of this notification, the Department will perform a final inspection and provide to the Developer a list of items, if any, to be completed prior to acceptance by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Acceptance" to the Developer. Within six (6) months after the Department has issued the "Letter of Acceptance," the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications.

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

G. The parties to this agreement shall comply with federal construction materials testing requirements cited in 23 CFR 637, Part B.

H. The Developer shall be responsible for purchasing, installing, and maintaining the traffic counter equipment for the term of the agreement at the specified Project count sites as shown in Attachment A, Location Map of Project. The Developer shall provide permanent site traffic counter equipment in accordance with the Department specifications. The Developer shall provide installation, preventive, and remedial maintenance, inspection, testing, and repair of traffic data collection equipment including labor, equipment, materials, and parts. The Developer shall provide the above described service including installation of new components and repairs at specified locations. The Department's local district office shall be responsible for collecting the traffic data and then providing this data to the Department's Transportation Planning and Programming Division (TPP) for verification. The number of vehicle-miles travelled on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates, which shall be performed in good faith and shall be conclusive and not subject to litigation in any forum. For traffic counter equipment malfunctions or breakdowns, a three (3) month traffic data average will be used. The Developer shall confirm the traffic count provided by the Department, and

upon agreement of the traffic count, shall give sixty (60) days prior notification of payment, by letter or invoice, to the local district office. The local district office will then verify and approve the invoice and prepare a reimbursement pay form to be submitted to the Department, Finance Division, Accounting Management Section, at least thirty (30) days before the payment is due to the Developer.

11. Maintenance

The Department shall be responsible for maintenance of the Project after completion of the work.

12. Repayment

A. This paragraph A. applies until the Project as a whole is substantially complete and all highway improvements are open to the public. The Department will reimburse the Developer by paying an annual amount equal to $0.016 for each vehicle-mile traveled on the Phase(s) of the Project (Phase 1, Phase 2, or both, as applicable for the particular year) during the previous year on the highway improvements that were substantially complete and open to the public at any time during the previous year. For each highway improvement segment that is opened after the first highway improvement, the number of vehicle-miles traveled on the Project during the previous year shall include vehicle miles traveled on the newly opened highway improvement beginning on the date that the newly opened highway improvement is substantially complete and opened to the public. Under no circumstances will the annual payment be more than $953,860.

B. This paragraph B applies after the Project as a whole is substantially complete and all highway improvements are open to the public. The Department will reimburse the Developer by paying an annual amount equal to $0.016 for each vehicle-mile traveled on the Project during the previous year on the highway improvements that were substantially complete and open to the public at any time during the previous year. Under no circumstances will the annual payment be less than $476,930 or more than $953,860.

C. Under no circumstances will the total payment under this Section during the course of this agreement exceed $10,492,460 unless approved by the Texas Transportation Commission and formalized in an amendment to this agreement. The number of vehicle-miles traveled on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates in accordance with Section 10, Construction Responsibilities.

D. Under no circumstances will payments under this Section during the course of this agreement exceed $5,958,208 for Phase 1 or $4,534,252 for Phase 2 unless approved in writing by the Department's Executive Director.

E. If one Phase has been substantially completed at the time this agreement is terminated pursuant to either Section 15(A) or Section 15(B), the Department's obligation to reimburse under this Section for that Phase shall remain in effect until the maximum total reimbursable amount for the applicable Phase as shown in paragraph D above is reached.

F. For purposes of repayment under this agreement, "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Department, and no further work is remaining that requires lane closures affecting the mobility of the traveling public. When

each Phase of the Project is Substantially Complete, the Developer may issue and sign a "Notification of Substantial Completion" certifying that all work for the Phase has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after receipt of this notification, the Department will perform an inspection and provide to the Developer a list of items, if any, to be completed prior to approval by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Approval for Payment" for the applicable Phase to the Developer. In lieu of a Notification of Substantial Completion, the Developer may proceed directly to a Notice of Completion in accordance with Section 10, Construction Responsibilities.

G. The first payment by the Department under this agreement shall be made within sixty (60) days after the first anniversary of Substantial Completion and the Department's issuance of a Letter of Approval for Payment for the first substantially completed Phase, or in the event that a Letter of Approval for Payment was not issued, then within sixty (60) days after the first anniversary of the Phase's completion and the Department's issuance of a Letter of Acceptance. Annual payments shall continue within sixty (60) days after each succeeding anniversary of the first Letter of Approval for Payment or the Letter of Acceptance as applicable.

H. The number of annual payments and the amount of the final payment will be consistent with payment of the total reimbursement amount determined in accordance with Section 4, Sources and Uses of Funds. Payment under this agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds.

13. Mutual Cooperation

The Department and the Developer shall use all reasonable efforts to meet all deadlines specified in this agreement. The Department and the Developer shall use best efforts to provide each other with all necessary documents, information, and approvals in a prompt and timely fashion.

14. Default

If either party fails to comply with its obligations under this agreement and such failure continues for a period of thirty (30) days or more after written notice of the breach from the other party, the party failing to comply will be in default and the other party may proceed with its remedies under Section 15, Termination and Section 16, Remedies.

15. Termination

This agreement terminates automatically when the Department has reimbursed the Developer in full. In addition, the agreement may be terminated:

A. in writing with the mutual consent of the parties;

B. by either party because of a material breach by the other party; or

C. by the Department if the Developer has not commenced construction on the Project (including each individual project if this agreement covers multiple projects) within three (3) years of the date of execution of this agreement; or

D. by the Developer after completion of preliminary engineering, specifications and estimates (PS&E) the estimate exceeds 110% of the Estimated Construction Cost prior to bid opening, in which case the Developer agrees to reimburse the Department for its reasonable actual costs incurred during the Project.

16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

17. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Developer:	Department:
County of Travis Attn: County Executive Transportation and Natural Resources P. O. Box 1748 Austin, TX 78767-1748	Texas Department of Transportation Attn: Assistant Executive Director Engineering Operations 125 East 11th Street Austin, Texas 78701-2483

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

18. Development Contracts, Subcontracts, and Assignment

A. Within ten (10) days after execution of this agreement, the Developer shall provide the Department with a fully executed copy of any agency contract or project development contract between the Developer and a private entity for the design, financing, maintenance, operation, or construction of the Project (a Development Contract). For a Development Contract between the Developer and a private entity entered into after execution of this agreement, the Developer shall provide to the Department an executed copy within fifteen (15) days after the Development Contract is executed. A Development Contract must be subject to all applicable terms and conditions of this agreement.

B. A subcontract by the Developer, its agent, or a subcontractor in excess of $10,000 shall contain all applicable terms and conditions of this agreement and shall be submitted to the Department for review and approval prior to its execution.

C. Except as otherwise provided by law or this Paragraph, neither party shall assign any interest in this agreement. In the event that the Developer pledges or assigns its right to receive any revenues derived from this agreement in connection with a loan or with the issuance of bonds, the pledge or assignment shall not operate as an assignment of an interest in this agreement. In that case the Developer shall provide the Department with copies of the loan or bond documentation no less than ten (10) days before the loan is executed or the bonds are issued. Under no circumstances will the Department be liable in any way for debt in any form incurred by the Developer, and any loan or bond documentation will state clearly that the Department has no obligation of repayment of the loan or bonds.

D. No Development Contract, subcontract, or assignment will relieve the Developer of its responsibility under this agreement.

19. Ownership of Property

After completion or termination of this agreement, all documents prepared by the Department shall remain the property of the Department. All data prepared under this agreement shall be made available to the Department without restriction or limitation on further use. All documents produced or approved or otherwise created by the Developer shall be transmitted to the Department in the form of photocopy reproduction on a monthly basis as required by the Department. Except as otherwise provided in this agreement, the originals shall remain the property of the Developer. The Developer shall grant the Department an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this contract.

20. Developer Resources

All employees of the Developer shall have adequate knowledge and experience to enable them to perform the duties to which they are assigned. The Developer certifies that it currently has adequate qualified personnel in its employment to perform the work required under this agreement or will be able to obtain adequate qualified personnel from sources other than the Department. On receipt of written notice from the Department detailing supporting factors and evidence, the Developer shall remove from the Project any employee of the Developer who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Developer shall furnish all equipment, materials, supplies, and other resources required to perform the work.

21. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

22. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, the Developer shall furnish the Department with satisfactory proof of this compliance. The Developer shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

23. Legal Construction

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

24. Insurance

To the extent that this agreement authorizes the Developer or its contractor to perform any work on Department right of way, before beginning work the entity performing the work

shall provide the Department with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and the Department may recover damages and all costs of completing the work.

25. Hold Harmless

To the extent permitted by law, the Developer shall save harmless the Department and its officers and employees from all claims and liability due to materials used or supplied by the Developer or activities of the Developer, its agents, or employees, performed under this agreement, and that are caused by or result from error, omission, or negligent act of the Developer or of any person employed by the Developer. To the extent permitted by law, the Developer shall also indemnify and save harmless the Department from any and all expense, including but not limited to attorney fees that may be incurred by the Department in litigation or otherwise resisting the claim or liabilities that may be imposed on the Department as a result of such activities by the Developer, its agents, or employees.

26. Sole Agreement

This agreement constitutes the only agreement between the parties and supersedes any prior understandings or written or oral agreements concerning the subject matter of this agreement.

27. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

28. Gratuities

Any person who is doing business with or who may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to employees of the Department. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

29. Conflict of Interest

The Developer shall not assign an employee to the Project if the employee:

A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the Department relating to the Project;

B. has a direct or indirect financial interest in the outcome of the Project;

C. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with the Department; or

D. is a current part-time or full-time employee of the Department.

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

31. Procurement and Property Management Standards
The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

32. Audit

A. The Department may monitor and audit any aspect of the Project at any time.

B. Upon completion of the Project, the Department or an independent auditor approved by the Department, at the Department's option, may perform an audit of the Project costs. Any funds due to the Developer, the Department, or others shall be paid by the owing party within thirty (30) days after notification that funds are due.

C. The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

33. Retention and Inspection of Books and Records
The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to performance of all aspects of Project development and implementation and all costs incurred under this agreement at an official governmental office of the Department or the Developer, as applicable. The parties shall make those materials available to the Department, the Developer, the State Auditor, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General for review and inspection at the retaining party's official governmental office during the term of this agreement and for four (4) years after the date that the Department has reimbursed the Developer in full or thereafter until any impending claims are resolved. Additionally, the Department, the Developer, and the FHWA shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions, including records in the possession of the Developer's agents, to the extent that they relate to expenditures for which reimbursement is requested. At the request of the Department, the Developer shall submit any information required by the Department in the format directed by the Department.

34. Civil Rights Compliance
The Developer shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Parts 200 and 230), and with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

35. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Developer shall adopt, in its totality, the Department's federally approved DBE program.

C. The Developer shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Developer shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Developer shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Developer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Developer shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Developer of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Developer signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

36. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Developer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this agreement shall require any party to a subcontract or purchase order awarded under

this agreement to certify its eligibility to receive federal funds and, when requested by the Department, to furnish a copy of the certification.

37. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

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

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

C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

38. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Developer agrees that it shall:

(i) Obtain and provide to the Department a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;

(ii) Obtain and provide to the Department a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

(iii) Report the total compensation and names of its top five (5) executives to the Department if:

(a) More than 80% of annual gross revenues are from the Federal Government, and those revenues are greater than $25,000,000 annually; and
(b) The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

39. Single Audit Report

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

B. If threshold expenditures of $500,000 or more are met during the Developer's fiscal year, the Developer must submit a Single Audit Report and Management Letter (if applicable) to the Department's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact the Department's Audit office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Developer's fiscal year, the Developer must submit a statement to the Department's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Developer will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

40. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

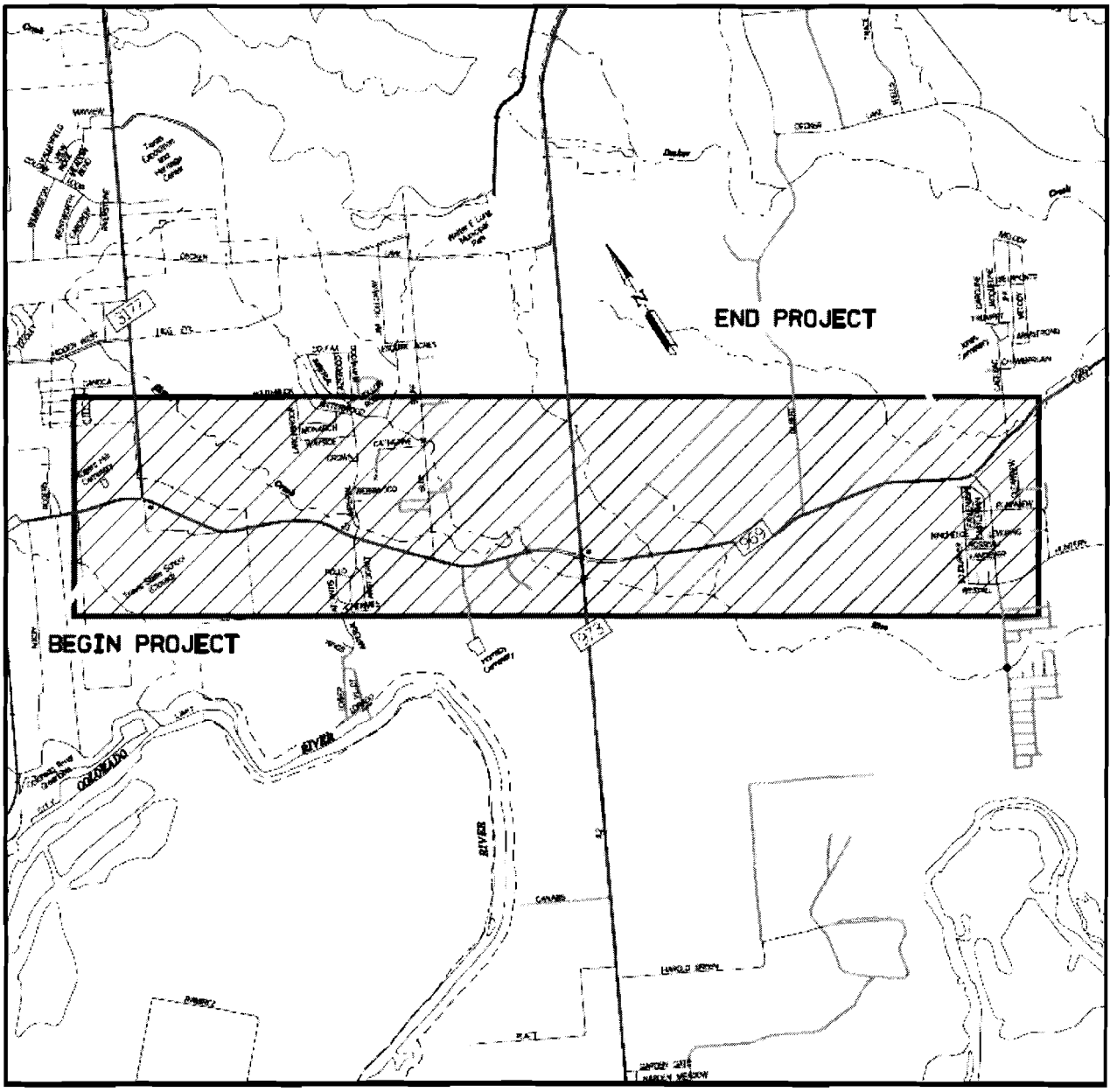
THIS AGREEMENT IS EXECUTED by the Department and the Developer in duplicate.

THE DEPARTMENT	**THE DEVELOPER**
Signature	Signature
Phil Wilson Executive Director Texas Department of Transportation	Samuel T. Biscoe County Judge County of Travis
Date	Date

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT A

Location Map of Project



Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT B

Scope of Work

The scope of work for this project is the widening and reconstruction of FM 969 from FM 3177 to Hunters Bend Road to be done in two phases.

FM 969
CSJ 1186-01-090

Phase I will be to widen the roadway to provide continuous left turn lane, shoulders and a sidewalk on one side of the roadway from FM 3177 to FM 973.

Project length for Phase I will be approximately 2.096 miles.

The environmental clearance process has not begun.

Right of way determinations have not been completed.

FM 969
CSJ 1186-01-091

The scope of work for this Phase will be to provide two additional travel lanes, a continuous left turn lane, shoulders and a sidewalk on one side of the roadway from FM 973 to Hunters Bend Road.

Project length for Phase II will be approximately 1.868 miles.

A schematic has not been initiated.

The environmental clearance process has not begun.

Necessary right of way has not been acquired.

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT C

TOTAL ESTIMATED COSTS AND SOURCES OF FUNDING

Project Highway Improvement	Estimated Total Project Cost	Estimated Total Construction Cost	Allowable Construction Costs for Payment of Pass-Through Tolls and Percentage of Total Construction Cost (Department's Proportional Share)	Department's Maximum Pass-Through Reimbursement to Developer (110% of Allowable Construction Costs)	Developer Funding	Other Funding Sources
FM 969	$16,135,761	Phase 1 = $7,629,580 Phase 2 = $5,806,181 $13,435,761	Phase 1 = $5,416,553 Phase 2 = $4,122,047 71% = $9,538,600	Phase 1 = $5,958,208 Phase 2 = $4,534,252 $10,492,460	$16,135,761	$0
Total	$16,135,761	$13,435,761	$9,538,600	$10,492,460	$16,135,761	$0

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT D

Project Implementation

Overview

This Attachment defines the roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project.

1. Environmental Studies and Mitigation

1.1. The Developer shall complete all environmental studies and documents required to secure environmental approval, including each of the following items.

1.1.1. Preparation and completion of environmental studies, including obtaining right of entry to perform such studies. All environmental studies will be performed by environmental specialists who meet the requirements to perform those studies.

1.1.2. Submission of appropriate documentation (categorical exclusion, environmental assessment, and environmental impact statement, including reevaluation, and supplemental documentation) for Department review and approval. Department review is detailed in section 1.2 below.

1.1.3. Preparation of any document revisions.

1.1.4. Submission to the Department of copies of the environmental studies and documentation adequate for distribution.

1.1.5. Preparation of legal and public notices in accordance with 43 TAC §2.4 for Department review and use.

1.1.6. Arrangements for appropriate public involvement, including court reporters and accommodations for persons with special communication or physical needs related to the public hearing, if requested. The Department will serve as the Hearing Official at any public hearing with the assistance of the Developer.

1.1.7. Preparation of public meeting and hearing materials.

1.1.8. Preparation of any necessary responses to comments.

1.1.9. Preparation of the public meeting and public hearing summary and analysis, and the comment and response reports.

1.1.10. Submission to the Department of a verbatim transcript of any public hearing and the original certification of the pubic involvement process as described in 43 TAC §2.4.

1.1.11. Preparation of required U.S. Army Corps of Engineers permit applications and associated drawings for impacts to jurisdictional

waters, including mitigation requirements. The Developer will be wholly responsible for any and all mitigation that would be required.

1.1.12. The Developer is responsible for all Project-related environmental permits, issues, and commitments, including any mitigation or remediation that may be required under any law or regulation.

1.1.13. Submission to the department of documentation showing that all environmental permits, issues, and commitments have been or will be completed, including copies of permits or other approvals required prior to construction in accordance with 23 CFR §771.109.

1.2. As set forth in Exhibit 1, Roles and Responsibilities, the Department will conduct environmental reviews throughout the clearance process in an attempt to receive the environmental approval of the Project.

1.2.1. Except as otherwise required by law or by agreement between the Department and a state or federal agency, the Developer is responsible for coordinating with local governmental entities and applicable agencies throughout the Project planning process to assure compliance with applicable laws. The Developer and Department will make every reasonable effort to resolve disagreements with local governments and with state or federal agencies as they relate to environmental approval of the Project.

1.2.2. The Developer will coordinate the submission of documents for agency review with the Department.

1.2.3. The Department is responsible for coordinating all review activities listed in the review schedule defined in Exhibit 2, General Review Schedule. The Department is responsible for working with the lead agency, the cooperating agencies and any affected entities to ensure a timely and thorough coordination process through a specified staff working group. The Developer will be an integral participant throughout the review process to rapidly address comments and concerns necessary to secure clearance within the review schedule.

2. Right of Way Acquisition

2.1. As provided in Section 7, Right of Way and Real Property, of this agreement, the Developer is responsible for the acquisition and provision of any right of way or real property needed for the Project (New Right of Way).

2.2. The Developer will establish and maintain a project tracking system that is acceptable to the Department and that shows the right of way surveying and mapping, appraisal, acquisition, and relocation status of each parcel.

2.3. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required

conveyance documents and other right of way related deliverables required by the Department for its permanent files.

2.3.1. Within ten (10) days after commencement of work on each individual highway improvement, the Developer will confirm in writing to the Department all agreed-upon terms relating to the acquisition of right of way.

2.3.2. The Developer will provide the Department with a certification that it has received the Department's Right of Way Manual Collection and that it will comply with the procedures in that collection.

2.3.3. The Developer shall execute the Certification of Compliance appended to Attachment H "Programmatic Procedures for Right of Way Oversight of Pass-Through Projects" as Exhibit A and, for each parcel to be acquired, the Developer will use checklists appended to Attachment H as Exhibit B. Attachment H is attached to and made a part of this agreement.

2.4. The Developer will prepare right of way maps, property descriptions (field notes and parcel plats), and other data as needed to describe the right of way and access rights necessary for the Project.

2.4.1. The field notes and parcel plats will be signed and sealed by a Registered Professional Land Surveyor currently licensed by the "Texas Board of Professional Land Surveying."

2.4.2. Copies of this data will be delivered to the Department for review at least three weeks before beginning the standard process for acquisition of right of way for each individual highway improvement.

2.5. The Developer will acquire fee simple title, any required drainage channel easements, and any required access rights, free and clear of all liens and encumbrances for all land to be used as right of way for the Project. Title to all real property rights will be acquired in the name of the State of Texas.

2.5.1. Title to New Right of Way will exclude oil, gas, and sulfur from the deed without any right in the owners to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining.

2.5.2. The Developer will also provide the Department with title insurance for each individual parcel of New Right of Way in the name of the State of Texas as the insured owner.

2.6. The Developer is responsible for the negotiation of access points at the time of acquisition based on Department's Roadway Design Manual, the Department's Access Management Manual, and the preferred access points shown on the schematic for the highway improvement.

2.6.1. The access points for each highway improvement and the access denial line as depicted on the approved schematic will be incorporated into the deed when the property is acquired. Any proposed changes to

the access denial line shall be submitted to the Department for review and approval.

2.6.2. The Developer shall develop driveway permits and associated exhibits acceptable to the Department for each access point and obtain, at a minimum, three original signed copies from the respective property owners.

2.7. The Developer will ensure that all right of way used in constructing the Project will be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Developer. The Developer shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants in the right of way have been adequately mitigated or that the Developer otherwise meets the requirements for regulatory closure.

2.8. The Developer will provide tracings and electronic files of right of way maps and property descriptions to the Department and will also provide the Department a final map (digital and hard copy in a format approved by the Department) showing the final location of all utility lines that were adjusted or remained in place and joint use numbers assigned to those utilities.

2.9. The Developer will provide to the Department all original deeds and easements that convey property interests to the State of Texas.

3. Utilities

3.1. The Developer is responsible for determining the scope of utility work if the Project requires the adjustment, removal, or relocation of a utility facility. Utilities will not be adjusted, removed, or relocated before environmental approval is secured.

3.2. The Developer is responsible for notifying the appropriate utility company to schedule adjustments.

3.3. The Department will grant the Developer or its authorized representative site access to State right of way where required to execute the work and will issue right of entry for the performance of utility relocation.

3.4. The Developer is responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities.

3.5. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required utility agreements, including joint use acknowledgments.

3.6. The Developer will provide to the Department all original utility agreements, including joint-use acknowledgements, that are executed in connection with the Project.

4. Engineering Services

4.1. The Developer will remain the single point of contact for engineering and design issues. All correspondence and instruction to the design consultants will be the sole responsibility of the Developer.

4.2. At the commencement of an individual highway improvement, the Developer will coordinate a Design Concept Conference with the Department to establish the performance parameters and design requirements for the highway improvement, including the Pavement Design, Hydraulic Design, Design Concept Conference Forms and Typical Sections, which will remain in place throughout the implementation of the highway improvement.

4.3. All plans, specifications, and estimates developed by or on behalf of the Developer shall conform to the latest version of the Department's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and the special specifications and special provisions related to them, and shall conform to the latest edition and revisions of the Department's Roadway Design Manual for desirable values unless approved by the Department. The construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent.

4.4. If the Department determines that the complete plans, specifications, and estimates are unacceptable, the Developer shall correct the design documents to the Department's satisfaction. Should additional specifications or data be required by the Department, the Developer shall redesign the plans and specifications to the Department's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Developer.

4.5. If exceptions to the Department's design criteria are required as specified in the Department Roadway Design Manual, a request for exceptions shall follow the procedure set forth in that manual.

4.5.1. If it becomes necessary to change a design after it has been approved by the Department, and if that change does not require the adoption of alternative design criteria or an exception to the Department's design criteria, the Developer will coordinate with the Department and Federal Highway Administration (FHWA) for approval of the change.

4.5.2. The Department shall have no more than ten (10) business days either (1) to approve the design change as proposed by the Developer or (2) to respond with a Department-recommended alternative to the design change.

4.5.3. If the Department responds with an alternative to the design change, the Developer and the Department shall work diligently to develop a mutually agreeable design solution.

4.5.4. The Department is responsible for obtaining any necessary approval from FHWA.

4.6. Reviews

4.6.1. When the design is approximately thirty (30) percent complete, the Developer shall submit a completed pavement design to the Department. The Department may request additional information related to the pavement design, and the Developer shall provide that information promptly. The pavement design must be approved by the Department before letting. After the pavement design has been approved by the Department, it may not be changed by either party without the written consent of the other.

4.6.2. When design is 30% complete, the Developer will coordinate the submission of the following design information for a joint review session between the Developer and the Department to allow comments and concerns to be addressed by the Developer within the expedited review schedule defined in Exhibit 2, General Review Schedule.

4.6.3. The following will be reviewed as set forth in Exhibit 1, Roles and Responsibilities.

1) Preliminary cross sections showing existing utility lines, R.O.W.
2) Plan and profile sheet showing existing and proposed:
   a) R.O.W. lines
   b) Roadway alignments and profiles
   c) Intersecting streets
   d) Curb and lane lines
   e) Existing Utilities
3) Existing and proposed typical sections including pavement section
4) Preliminary title and index sheets.
5) Preliminary drainage area map, discharge relationships and drainage calculations.
6) Storm drainage master plan.
7) Preliminary culvert layouts.
8) Preliminary bridge and bridge classification culvert layouts, including test hole information.
9) Preliminary retaining wall layout, including test hole information.
10) Sequence of work outline for traffic control.
11) Preliminary traffic control typical sections and layouts.
12) Preliminary intersection layouts.
13) Preliminary utility layouts - identify potential conflicts and exchange of information with existing utilities.
14) Update estimates and prepare preliminary roadway and drainage quantity summary sheets.

15) Updated design contract schedule.
16) Facility typical sections and pavement design.
17) An additional joint review session for 60% design shall be at the discretion of the Department upon the completion of the 30% joint review session.

4.6.4. When the Project design is final, the Developer will coordinate the submission of the following information to the Department for review to allow comments and concerns to be addressed by the Developer to secure approval of the Department and FHWA within the expedited review schedule defined in Exhibit 2, General Review Schedule.

1) Seven (7) copies of final plans, specifications, and engineer's estimate.
2) Revisions to the preliminary design submittal.
3) Proposal to award construction contract in compliance with applicable state and federal requirements.
4) Proposed contract administration procedures for the construction contract with criteria that comply with the applicable national or state administration criteria and manuals.
5) Documentation of all environmental permits, issues, and commitments that will be addressed in construction.

4.6.5. For any individual highway improvement with a construction cost over $25 million, the Developer shall conduct a value engineering workshop. Proposed changes to the design shall be submitted to the Department for review and approval.

4.6.6. Approval by the Department of the final design submittal in conjunction with environmental process will constitute authorization for the Developer to advertise for construction bids. Approval may be conditioned on an amendment to this agreement if the final approved design significantly reduces the original scope of the Project as described in this agreement and applicable attachments.

5. Construction Responsibilities

5.1. The Department will supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications.

5.1.1. Unless the parties enter a separate agreement to the contrary, all correspondence and instruction to the contractor performing the work will be the sole responsibility of the Department.

5.1.2. All work will be performed, unless otherwise specifically stated in the contract documents for the Project, in accordance with the latest edition of the Department's Guide Schedule for Sampling and Testing, the Quality Assurance Program Manual, the Construction Contract Administration Manual, and the Standard Specifications for

Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.

5.1.3. The Department shall ensure the implementation of a Project Quality Assurance Program (QAP) in conformance with the requirements in 23 CFR 637, Part B.

5.2. The Department will negotiate and approve all change orders and other contract revisions necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Developer must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

5.2.1. The Department will document any such changes, including a proposed course of action.

5.2.2. The Department will notify the Developer of the need for such changes and submit the appropriate documentation.

5.2.3. The Developer shall have no more than ten (10) business days to respond with comments.

5.2.4. If the Developer responds with comments, the Developer and the Department will work diligently and in good faith to develop mutually agreeable changes that shall then be implemented by the Department.

5.2.5. The Department shall be responsible for obtaining any required approvals from federal, state, or local governmental authorities.

5.2.6. To the extent that a change order requires the adoption of alternative design criteria, an exception to the Department's design criteria, or a change in the approved design, the design must be approved as set forth in Sections 4.3, 4.4, or 4.5, as applicable.

5.3. The Developer and Department will comply with applicable Federal requirements throughout the procurement and construction process in order to maintain the Department's eligibility for Federal reimbursement for Project costs. The Developer's compliance with requirements necessary to maintain eligibility for federal reimbursement is a condition precedent to performance by the Department.

5.4. Within six (6) months after issuance of the "Letter of Acceptance" for a highway improvement, the Developer will provide to the Department all documents and submittals identified in the Department's Construction Contract Administration Manual. This documentation includes:

1) Record Drawings and Final Construction Records,
2) Engineer Certification of Project Completion, and
3) Right of Way Parcel Information (Exhibits, Descriptions, Right of Way Maps, Field Notes, etc.)

6. General

6.1. The Developer and the Department will agree on a transition plan at the time of or before completion of a highway improvement.

6.2. The Developer will schedule regular meetings with the Department to maintain the communication necessary to successfully implement the Project.

6.3. The Developer will prepare program organizational and management documents, including Program Management Plan and Quality Control/Quality Assurance Plan for all work products. The Developer will provide these documents to the Department for all contracted firms participating in the Project.

6.4. The Developer will maintain all documentation relative to implementation and completion of the Project, including, without limitation, documentation relating to environmental issues, acquisition of right of way, preliminary and final design of the Project.

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT D
Exhibit 1: Roles and Responsibilities for Each Entity

	Responsible Party
Preliminary Engineering	
Retain Consultant	Developer
Develop Preliminary Design	Developer
Develop Preliminary Cost Estimate	Developer
Define Right of Way Requirements	Developer
Department Review and Approval of Preliminary Engineering Report	Developer, Department
Environmental Review	
Retain Consultant	Developer
Draft Environmental Documents	Developer
Schedule & Conduct Public Involvement	Developer, Department
Review of Environmental Documentation	Developer, Department, FHWA
Notification and Documentation of Comments	Developer
Schedule and Hold Public Involvement	Developer, Department
Analyze and Document Public Involvement	Developer
Final Review	Developer, Department, FHWA
Document Approval	Department, FHWA
Environmental Permits, Issues, and Commitments	Developer
Permitting	
Develop Required Permit Applications	Developer
Submit Required Permit Applications	Developer, Department
Right of Way Acquisition	
Develop Right of Way Budget	Developer
Retain Surveyor	Developer
Develop Right of Way Map	Developer
Retain Appraisers	Developer
Work with Owners on Donations, Access, Etc.	Developer
Purchase Parcels After NEPA Process	Developer
Eminent Domain Proceedings	Developer
Utility Identification and Relocation	Developer
Oversight and Audit of Right of Way Process	Department

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

	Responsible Party
Design	
Retain Designer, Geotech, Surveyor, and other professional service providers	Developer
Develop 30% Submittal Package	Developer
30% Submittal for Department Review	Developer
Develop 60% Submittal Package *	Developer
60% Submittal for Department Review *	Developer
Final Submittal for Department Review	Developer
Approval of Design	Department, FHWA
Bid for Construction	
Preparation of Bid Documents	Developer, Department
Advertisement for Bids	Department
Bid Opening, Evaluation, and Award	Department
Certified Final Award	Department
Construction	
Coordination with Utilities for Relocation	Department
Issuance of Construction Notice To Proceed	Department
Administration of Construction Contract	Department
Inspection of Construction	Department
Issuance of Notification of Substantial Completion	Developer
Issuance of Letter of Approval for Payment	Department
Issuance of Notification of Completion	Developer
Issuance of Letter of Acceptance	Department

*** Only applies if Department requires after review of 30% submittal**

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT D
Exhibit 2: General Review Schedule
Specific timelines are incorporated into the timeline for each highway improvement.

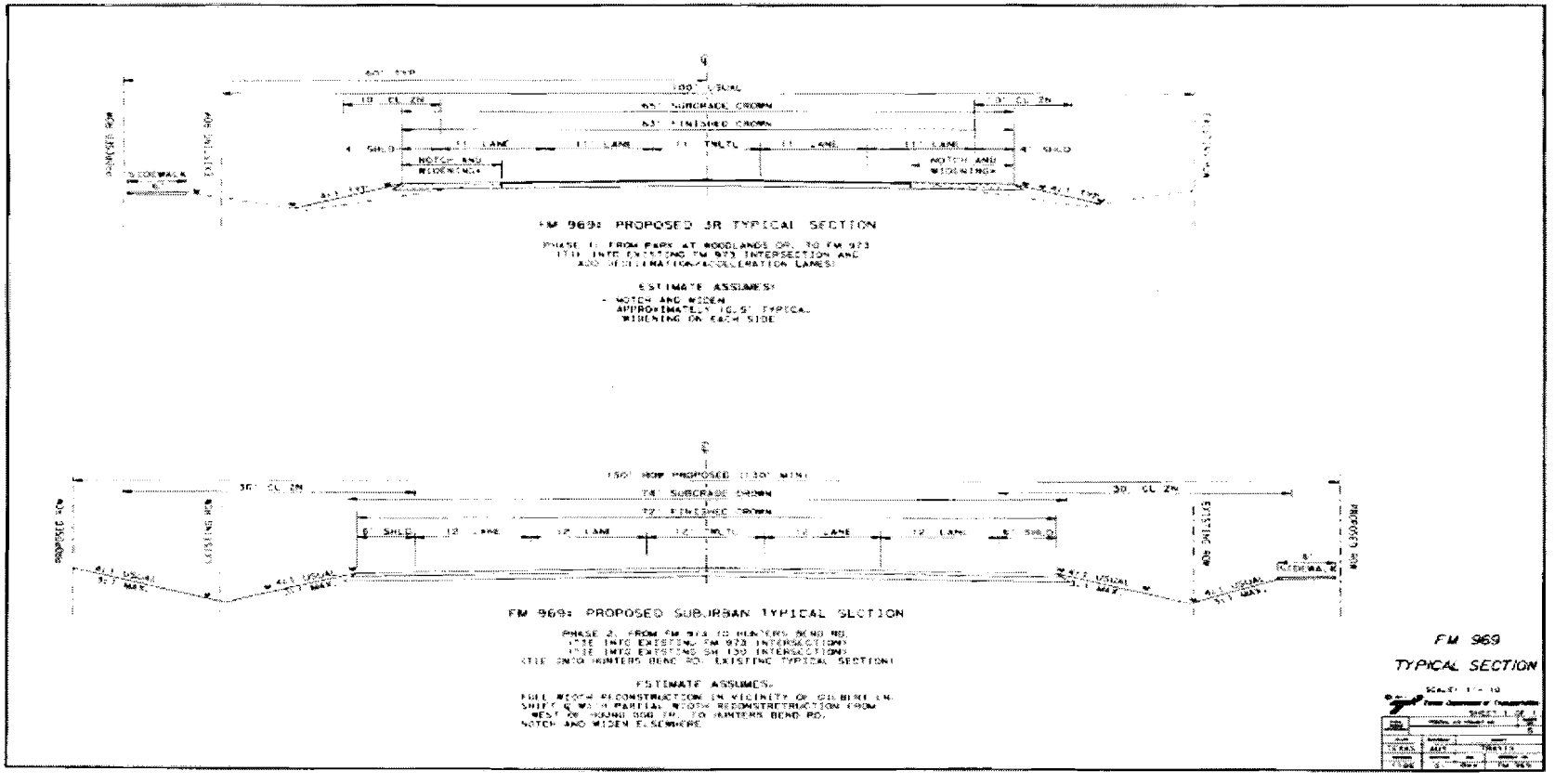
	Type of Review		Review Time
1	Preliminary/Schematic Layout Review		2 weeks
2	Environmental Review	Joint Environmental Review	To be determined
		Review (Department)	
		Review (Categorical Exclusion) (2 weeks district; 2 weeks ENV)	4 weeks *
		Review (Environmental Assessment) (3 weeks district; 3 weeks ENV)	6 weeks *
		Review (Environmental Impact Statement) (4 weeks district; 4 weeks ENV)	8 weeks *
		Resource Agency Review	To be determined
		FHWA Review (draft document)	To be determined (minimum 4 weeks)
		Release by the Department to Public Hearing *** • Advertising for public hearing • Conducting Public Hearing • Receipt of written comments	6 weeks plus 10 days for receipt of written comments
		Developer Addresses Comments from Public Hearing and prepares Summary and Analysis and Comment Response Report	6 weeks
		Department Review of Summary and Analysis and Comment Response Report (2 weeks district; 2 weeks ENV)	4 weeks *
		FHWA Review of Summary and Analysis and Comment Response Report and issues determination document	To be determined (minimum 4 weeks)
3	Review of Plans, Specifications, and Estimates	30% Completion	2 weeks
		60% Completion ****	2 weeks
		100% Completion (2 weeks district, 2 weeks DES)	4 weeks **
		Federal Approval of Letter of Authority	1 week

* Review Time may start over for substantial comments on draft of document
** Review Time may start over for substantial revisions of plans
*** Only applies if Public Hearing is required
**** Only applies if required by Department

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT E

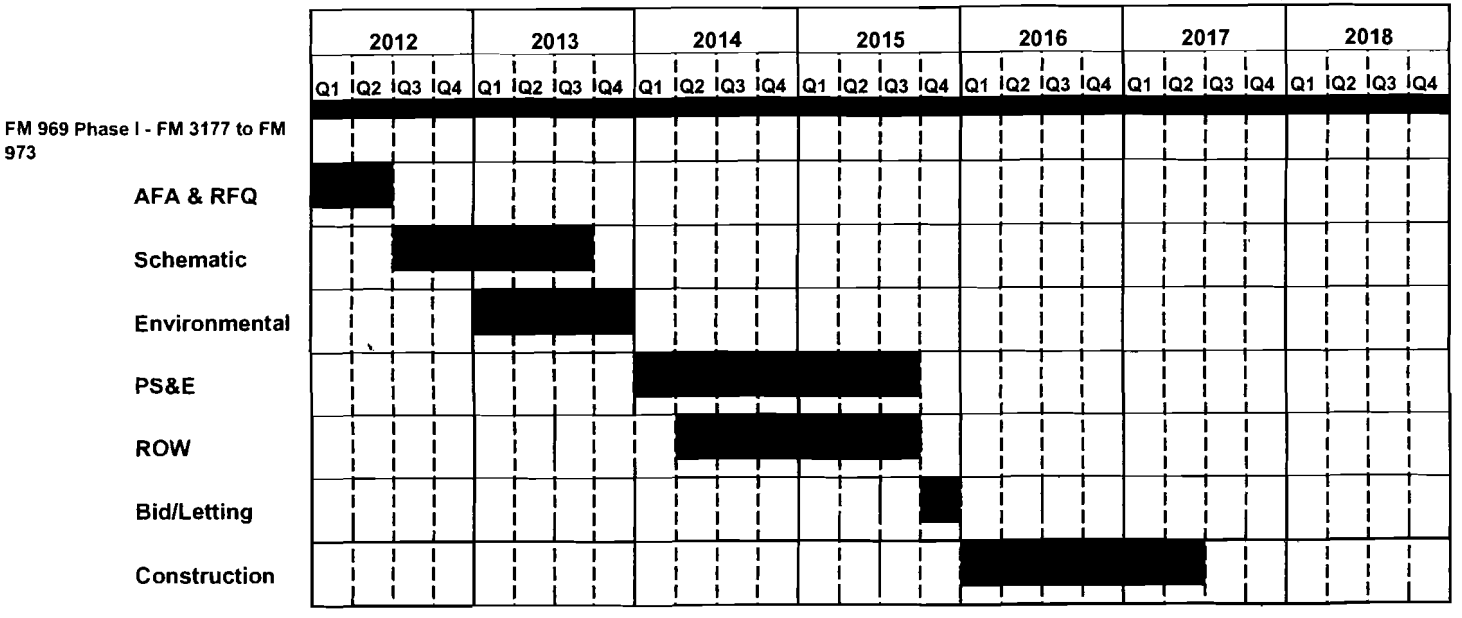
Typical Section Layout

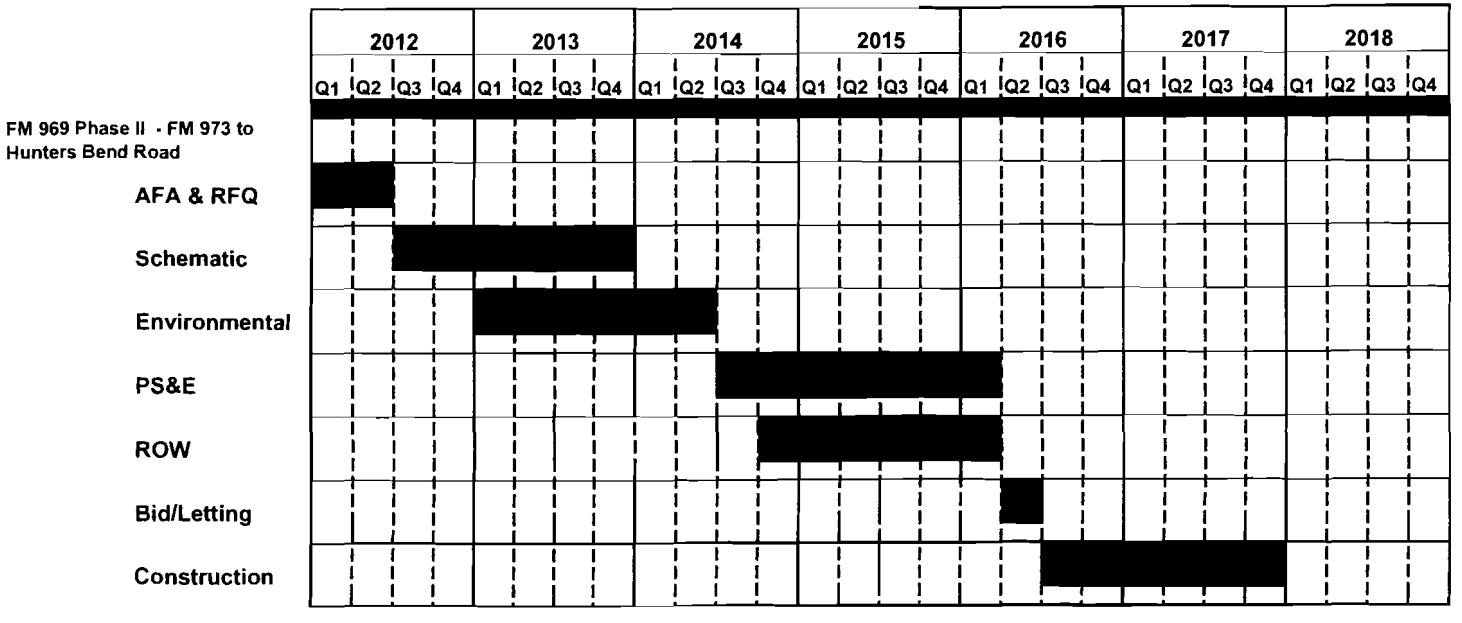


Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT F

Project Schedule





Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT G

Resolution or Ordinance

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT H

PROGRAMMATIC PROCEDURE FOR RIGHT OF WAY OVERSIGHT OF PASS-THROUGH PROJECTS

For those Pass-Through projects where a Pass-Through Toll Agreement (Agreement) has been entered into by and between the Texas Department of Transportation (the Department) and a local public agency (county or municipality), and in conjunction with such Agreement the local public agency (LPA) has also executed a "Certification of Compliance" in the form as attached to this agreement as Attachment H - Exhibit A, the Department shall provide right of way monitoring and audit of the acquisition of right of way in the following manner:

1. Following the execution by the LPA of the Certification of Compliance, schedule a meeting as soon as practical with the LPA officials who will be providing oversight and management of the Project for the LPA, and also with the project managers of any engineering consultant hired by the LPA to directly manage the Project, to include those individuals both from the LPA and under contract with the engineering consultant to handle right of way acquisition.

   A. At this meeting, discuss the need to establish separate right of way parcel files for each parcel of land or easement to be acquired for the Project, and to include and retain within each parcel file, documentation that establishes that all certifications contained in the "Certification of Compliance" have been met. Emphasize that a detailed written "negotiator's report" for all negotiation contacts must be included within each parcel file (as provided for in the on-line Right of Way Manual Collection).

   B. Provide a copy of the "Title III Parcel Review Checklist for LPAs" (a copy of which is attached to this agreement as Attachment H - Exhibit B) which the Department will be utilizing when it monitors and audits a random selection of parcel files each month during the progress of the right of way acquisitions for the Project.

   C. Provide a copy of the form for the conveyance instruments to be utilized for initial acquisition of right of way interests in accordance with the Agreement and also the form for the final conveyance of all right of way interests acquired from the LPA (Developer in the Agreement) to the State of Texas upon completion of each Project.

2. Beginning the month following the initiation of right of way acquisition by the LPA, the Department shall, not less than once a month, meet with the LPA and any consultants retained by the LPA that are handling right of way parcel acquisition and randomly select from those parcels for which acquisition has been completed or are in the process of being submitted for eminent domain proceedings during the prior month, either three of such parcels, or 10% of the total number of such parcels reaching such status during the prior month (whichever is more), and audit such parcel files using the Title III Parcel Review Checklist for LPAs.

A. For those parcels so audited which according to the audit and completion of the checklist appear to be in compliance with Title III guidelines, place one copy of the checklist within the parcel file, and retain an additional copy of the checklist for the Department's monitoring and auditing file for this Project.

B. For any parcel so audited for which one or more checklist items indicate non-compliance with Title III guidelines, the Department shall provide written notice to the LPA containing detailed information about such non-compliance, together with recommended action to be taken by the LPA in order to remedy such non-compliance. An additional copy of such written notice shall be placed in the parcel file and a copy also retained by the Department for the Department's monitoring and auditing file for this Project.

C. During any subsequent month's Department review of parcel files as required under paragraph 2. above, in addition to auditing the number of new parcel files required above, the Department shall specifically re-review any parcel files for which non-compliance notices were provided, and additional written documentation placed in such parcel file indicating the current status relating to the prior non-compliance, and if the non-compliance status still exists, provide an additional written notice of this to the LPA. If, after the third month's review of a parcel with a non-compliance notice, the non-compliance status remains, and it appears to the the Department personnel conducting the review that the LPA is not taking sufficient steps to remedy the non-compliance, the Department Right of Way Division shall be provided a copy of all prior notices of non-compliance for review. If this review determines there is definitely continuing non-compliance without adequate basis or other justification, a letter will be issued from the Right of Way Division to the LPA, informing the LPA that acquisition of the parcel does not meet the requirements of the "Uniform Act" which could result in the Project being ineligible for State and Federal participation in reimbursement payments, and unless remedied, such could be considered a material breach of the Agreement. A copy of this letter will be provided to the local Federal Highway Administration Realty Office and also to the Department Office of General Counsel.

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT H
EXHIBIT A

CERTIFICATION OF COMPLIANCE

Travis County, the Developer under a Pass-Through Toll Agreement with the Texas Department of Transportation (the Department) for the purpose of constructing and operating improvements to FM 969 from FM 3177 to Hunters Bend Road, pursuant to Texas Transportation Commission Minute Order 112755 (the Project), hereby certifies that:

(1) real property will be acquired for the Project right of way in compliance with all applicable State and Federal laws and requirements, including the policies and practices of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq.;

(2) it has received and has continuing access to the Online Right of Way Manual Collection; and

(3) prior to the implementation of any procedures that are at variance with established Department policies and practices for the acquisition of real property, Travis County will submit such procedures in writing to the Department's District Engineer for the Austin District, and the Executive Director's approval must be obtained.

For purposes of this Project, it is understood that references in the Right of Way Manual Collection to TxDOT personnel, Department personnel, District personnel, District, District Engineer, ROW Division, Director of the ROW Division, and other similar Department employees or titles involved in the acquisition process shall be deemed to mean Travis County and its authorized agents. It is the intent of this provision to allow Travis County to acquire real property for the Project on behalf of the Department without prior review and approval of the Department, subject to compliance with all applicable State and Federal laws and requirements as described above, the variance procedure, and the Department's audit and enforcement obligations.

Date: _____, 20__

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

ACCEPTED:

TEXAS DEPARTMENT
OF TRANSPORTATION

By: _____
John Barton., P.E.
Assistant Executive Director

FEDERAL HIGHWAY ADMINISTRATION

By: _____
Printed Name: _____
Title: _____

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

ATTACHMENT H
EXHIBIT B

TITLE III PARCEL REVIEW CHECKLIST FOR LPAs

County:
District:
ROW CSJ No.:
Parcel No.:
Acquiring Agency:

General

Was the informational notice given to owner? Yes ☐ No ☐

Date of the notice:

Was the "Landowner's Bill of Rights Statement" properly provided prior to initiation of negotiations? Yes ☐ No ☐

Date provided:

Appraisal

Was the real property appraised before the initiation of negotiations? Yes ☐ No ☐

Approval date of the appraisal:

Was the owner or his designated representative given the opportunity to accompany the appraiser during inspection of the property? Yes ☐ No ☐

Did the appraisal disregard any decrease or increase in value caused by the proposed facility? Yes ☐ No ☐

Did the written appraisal of the parcel conform to the established standards for appraisal? Yes ☐ No ☐

Does the acquiring agency require compliance with the Uniform Standards of Professional Appraisal Practices (USPAP) and Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) for appraisals? Yes ☐ No ☐

Were the appraiser and review appraiser qualified by the acquiring agency? Yes ☐ No ☐

Were there any apparent conflicts of interest on the project on behalf of the appraiser or review appraiser? Yes ☐ No ☐

Was a written appraisal review report prepared, and an executed certification provided by a qualified review appraiser? Yes ☐ No ☐

Were all items of real estate included in the appraisal? Yes ☐ No ☐

Were retention values for any improvements retained by the owner properly documented? Yes ☐ No ☐

Negotiation

Did the review appraiser negotiate for acquisition? Yes ☐ No ☐

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

Did the appraiser negotiate for any parcel for which the appraised just compensation was more than $2,500? Yes ☐ No ☐

Were acquisition policies and procedures explained to the owner? Yes ☐ No ☐

Was prompt written offer made to acquire real property for the full amount of the approved appraisal of just compensation? Yes ☐ No ☐

Date of the first written offer:

The written offer included the following:

☐ statement of the full amount established as just compensation

☐ separate statement as to damages (if applicable)

☐ description and location identification of the ROW parcel, and of the interest in the real property to be acquired

☐ identification of the buildings, structures and other improvements considered to be real property for which the offer is made

☐ identification of separately owned interests (if applicable)

☐ a copy of the appraisal report delivered to the owner at the time the offer was made

Was the offer and its basis discussed with the owner? Yes ☐ No ☐

Was the owner given reasonable opportunity to consider the offer and to present material believed to be relevant to valuation of the property? Yes ☐ No ☐

Was any evidence discovered which suggests that coercive action was taken to compel agreement on price paid for the property? Yes ☐ No ☐

Was the owner required to surrender possession before payment was made or proper award deposited in court? Yes ☐ No ☐

If the property was donated, was the owner advised of his right to receive just compensation? Yes ☐ No ☐

Was every reasonable effort made to acquire the property expeditiously by negotiation? Yes ☐ No ☐

Was property acquired under Title VI requirements, without regard to race, color, age, religion, sex, national origin, or handicap? Yes ☐ No ☐

Relocation Assistance

The acquisition of this property resulted in the displacement of: (check all that apply)

None ☐ Residence ☐ Business ☐ Farm Operation ☐ Non-Profit Organization ☐ Personal Property Only☐

If residential, was a replacement housing supplement computed utilizing comparable decent, safe, and sanitary replacement housing? Yes ☐ No ☐

Amount of the supplement: Date approved:

Contract No. PT2011-003-01
CSJ No. 1186-01-090 & 1186-01-091
Federal Highway Administration
CFDA#20.205
Not Research and Development

Amount of actual replacement housing payment: Date of payment:

If a non-residential displacement, list all payments made.

☐ Moving Payment - Business, Farm, or Non-Profit

Amount(s): Date(s):

☐ Moving Payment - Personal Property

Amount(s): Date(s):

☐ Reestablishment Payment

Amount(s): Date(s):

Were applicable Relocation Assistance Advisory Services offered to the displaced resident, business, or farm operation, or non-profit organization? Yes ☐ No ☐

Was a 90-Day Notice given to the displaced person? Yes ☐ No ☐

Date of notice:

Was a 30-Day Notice to Vacate given to the displaced person? Yes ☐ No ☐

Date of notice:

Were all relocation benefits calculated and paid in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and amendments thereto."? Yes ☐ No ☐

Based on review, is the acquiring agency complying with all *Title III* guidelines? Yes ☐ No ☐

Parcel Legal Description / Plat

Do the survey and mapping technical requirements comply with the technical requirements as set forth in applicable Department manuals? Yes ☐ No ☐

Does a broad review of the parcel legal description / plat and comparison to the right of way map indicate the presence of all component parts? Yes ☐ No ☐

_____ _____

Signature of TxDOT Review Agent Date

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By: John Carr **Phone #:** 854-4772
Director/Manager: Roger El Khoury, M.S., P.E., Director, FMD
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Members: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on request from the Capital Area Quarter Horse Association for reduced fees to use the Travis County Exposition Show Barn on January 21, 2012, June 23, 2012, August 11, 2012 and October 6, 2012.

BACKGROUND/SUMMARY OF REQUEST:
Ms. Donna Arnett with the Capital Area Quarter Horse Association has requested the use of Show Barn for their four horse shows in 2012 (Attachment One). The dates have been reserved for their use. The Association is a 501(c)(3) (Attachment Two) that uses proceeds to provide awards to contestants and scholarships. The Association has historically paid $450 of the $900 rental fee for the Show Barn, a 50% discount. They have also previously been provided a 50% reduction in the stall rental fee. The Association does pay for custodial services and stall cleaning for their events.

STAFF RECOMMENDATIONS:
Facilities Management Department (FMD) recommends approval of the use of the Showbarn at the reduced rates for the four Capital Area Quarter Horse Association shows in 2012.

ISSUES AND OPPORTUNITIES:
On December 8, 2009 and June 22, 2010, the Commissioners Court approved the same level of reduction in fees for Capital Area Quarter Horse Association shows. These shows are important to the Associations purpose:

a. To promote interest in the American Quarter Horse
b. To develop friendship and fellowship among horsemen
c. To exchange ideas, practices, and methods of operation for the education of the Association's members.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY 12 impact if approved is $1,800 reduction in rental revenue.

ATTACHMENTS/EXHIBITS:

1. Ms. Arnett letter, January 4, 2012
2. Certificate of Incorporation

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429

CC:

Amy Draper	Financial Manager	FMD	854-9040

9520 – Facilities - 0101

January 4, 2012

Mr. Roger A. El Khoury, M.S., P.E., Director
Facility Management Department
Travis County Expo Center
7311 Decker Lane
Austin, Texas 78724

Re: Capitol Area Quarter Horse Association Contracts for 2012
State Of Texas Non-Profit Charter No 690510

Dear Mr. El Khoury,

I am in receipt of contracts for 4 shows scheduled for 2012 at your facility; however, the non-profit discounts which the Travis County Commissioners Court granted to CAQHA have not been reflected in the current contracts. I am enclosing copies of the exhibits from the January 2008 contract.

Please review your files and adjust the upcoming contract rates according to the previous agreement :
Exhibit A:
Show Barn Rental - $450.00
Stalls – 1 - 20 - $150.00 (7.50 each)
Custodial Fee - $200
Stall Cleaning - $5.00/stall
RV parking with electrical hook-up - $35.00
Damage Deposit - $180.00
Exhibit D – Conditions and Special Provisions
Escalating rental scales for horse counts in excess (20)
1-20@ existing rate stated, 21-40 – Adding $200 ($10.00 each), 41-60 adding $200 ($10.00 each)
61-80 - $200 ($10.00 each).

In the meeting with the Commissioners court, it was agreed that no charges would be made for providing bleachers, water connections for stalls, charges for tables and chairs for the office staff and that the arena could be dragged at least once during the course of the show each day.

Thanks you for your assistance in this matter. We look forward to having our horse show series at your facility.

Sincerely.

Donna Arnett

Donna Arnett, Treasurer
Capitol Area Quarter Horse Association
110 Creek Meadow Cove
Leander, TX 78641

-rrofit

The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

CAPITOL AREA QUARTERHORSE ASSOCIATION, INC.
CHARTER NO. 690510

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated Feb. 07 19 84

Secretary of State

dak

Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Loretta Farb/854-9230
Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt
Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE: Consider and take appropriate action on an election for a pro rata assessment of adjacent property owners in conformity with Chapter 253 of the Transportation Code for the improvement of Rick Whinery Drive, Emmet Parkway and Quiet Pond Court in Wells Branch, Precinct 2.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached backup.

STAFF RECOMMENDATIONS:
Please see attached backup.

ISSUES AND OPPORTUNITIES:
Please see attached backup.

FISCAL IMPACT AND SOURCE OF FUNDING:
If approved, the County's source of funds would be from savings from past bond referendums, CO's issued for Substandard roads (1997) or the 2011 Bond program.

REQUIRED AUTHORIZATIONS:
Tom Nuckols, County Attorney's Office
Leroy Nellis, Jessica Rio, PBO

W2A Issue Summary

Issue: Travis County has NOT accepted W2A roads / sidewalks for maintenance resulting into responsibility for repair and liability for injury upon individual homeowners

History:

- Issue resulted due to lack of coordination between City of Austin (COA), Travis county and W2A developer Hallmark
- Neighborhood development, communication and paperwork (or lack thereof) occurred in early nineties to 1994
- KB homes acquired Hallmark in 1998 after which Hallmark entity was dissolved. It is not clear what liability KB assumed as a purchaser of Hallmark.
- This issue affects about 58 residential lots and 11 WB MUD lots

Current:

- A recent (last year) request to Travis County to repair sidewalks brought issue to the forefront.
- WB MUD is unable to repair the roads due to MUD bylaws in Texas
- Overall repair cost for the sidewalks and roads is estimated at $210,000. County will accept the roads / sidewalks once they have been repaired.
- Under a special Travis County program with a 30% contribution ($63,000) from the residents / WB MUD should be sufficient to complete the repairs. Rest of the money is provided by Travis County.
- Homeowners can pay in installments (approximately $200/yr for 5 years) along with Travis County tax bill
- Legal avenues targeting Travis county and the KB homes have been explored and deemed not viable by MUD lawyers
- Communication has been established with KB homes to request full /partial funding of repairs.
- Resident committee has held several meetings with WB MUD management and with Travis County staff (commissioner, engineers, project managers and lawyers) to investigate and find a resolution for the issue

Future:

- Opportunity to meet with TC commissioner to ask questions and clarify proposed strategy (Jan 10)
- Present proposal to TC commissioners for approval (Jan 17)
- If approved by commissioner court, conduct election on proposed resolution and proceed according to election outcome. Election is decided by simple majority. Timeframe for this process is 3-6 months.
- Repairs will be made subsequently with final resolution of issue with acceptance by county.

ELECTION TO LEVY ASSESSMENT FOR IMPROVEMENTS TO RICK WHINERY DR., EMMETT PKWY., AND QUIET POND CT.

1. What are the procedures and timeline for ballot by mail?

- Commissioners Court must hold public hearing.
- County must publish newspaper notice of hearing twice at least 30 days in advance.
- Within 10 days of hearing, County must send ballot and stamped return envelope to each "record owner" by certified mail. (County will base this on Travis Central Appraisal District records.)
- Each parcel gets one ballot.
- 30 days after the hearing, County Clerk tallies ballots received.
- Majority of ballots returned by the 30th day wins.

2. How to apportion the MUD's percentage of contribution (e.g. % of road frontage)?

- Statute says to assess costs "pro rata." Seems to allow assessing pro rata *based on road frontage.*

3. How/whether to cap the residents' cost?

- Statute says the ballot must state the "maximum assessment." Stating a dollar amount would comply with statute. Seems to allow stating "__% of actual costs."
- By stating "maximum," statute contemplates assessment can be lowered later if project comes in under budget, but not raised above maximum if project goes over.
- Statute says Commissioners Court may set "time, terms, and conditions of payment and default of an assessment," but may not charge interest.

4. Other issues.

- Assessment is secured by lien on each parcel. County must file notice of assessment/lien in deed records.
- The assessment is a personal debt of the owner.
- Need to determine if we can get the tax assessor/collector to add the assessment into the annual property tax bill or must bill for the assessment separately.
- Question: How does this affect homeowners' mortgages?

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Patti Smith/(512) 854-9268
Elected/Appointed Official/Dept. Head: Tina Morton
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on request to approve a funds transfer from the Travis County Treasurer to the Office of the Travis County Tax Assessor/collector (Tax Office) for the outstanding balance of uncollectible non-sufficient funds checks received for Motor Vehicle Sales Tax transaction that were not covered by the lawsuit settlement.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Memorandum is attached.

STAFF RECOMMENDATIONS:
See Attached

ISSUES AND OPPORTUNITIES:
See Attached

FISCAL IMPACT AND SOURCE OF FUNDING:
See Attached

REQUIRED AUTHORIZATIONS:
Gary Martin/ (512) 854-9510

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Updated 1/12/12, 3:20 p.m.

TINA MORTON
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Boulevard
AUSTIN, TEXAS 78751
(512) 854-9473

DATE: January 10, 2012

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner Precinct 3
Margaret Gomez, Commissioner Precinct 4

FROM: Patti M. Smith, Financial Manager PMS

RE: Transfer of funds to cover remaining balance after settlement of lawsuit pertaining to NON-SUFFICIENT FUNDS checks with the State Comptroller

Agenda Request: Consider and take appropriate action on request to approve a funds transfer from the Travis County Treasurer to the Office of the Travis County Tax Assessor/Collector (Tax Office) for the outstanding balance of uncollectible NON-SUFFICIENT FUNDS checks received for Motor Vehicle Sales Tax transactions that were not covered by the lawsuit settlement.

Background: Each year since 2000, Audit Findings have shown the balance in NON-SUFFICIENT FUNDS Checks Receivable to be an issue. The significance of this was stated in the Audit Report as follows:

> *The collectability of NON-SUFFICIENT FUNDS checks and other receivable amounts diminishes with time. NON-SUFFICIENT FUNDS checks that have been outstanding for more than one year are most likely not collectible. Collection of these NON-SUFFICIENT FUNDS checks helps to ensure more accurate financial statement reporting.*

Therefore, in October 2005, the Tax Office requested that the State Comptroller give a fund adjustment (reimbursement) to the Tax Office for the uncollectible amounts resulting from numerous NON-SUFFICIENT FUNDS checks received in the past. Since the Tax Office was acting merely as a collection agent for the State Comptroller, the Tax Office felt the State Comptroller should bear the burden of these uncollectible items.

These checks were the result of Sales Tax transactions from the purchase and sale of motor vehicles. All of these transactions that occur in Travis County must ultimately go through the Tax Assessor Collector's office. The checks are deposited into a designated bank account of the Tax Assessor Collector, and then funds are sent to the State Comptroller, via ACH (Automated Clearing House) transfer. If any checks are returned to the Tax Office as NON-SUFFICIENT FUNDS, it is up to the Tax Office to collect them.

The above mentioned request was denied on December 29, 2005 by the State Comptroller. Accordingly, Gary Martin with the County Attorney's Office, at the request of the Tax Office, requested a Redetermination Hearing under the Comptroller's rules. This request resulted in a Position Letter from the Comptroller's Assistant General Counsel for Administrative Hearings, dated August 24, 2006, denying about two-thirds of the Tax Office's claim.

In concurrence with the County Attorney's advice, the Tax Office rejected the Comptroller's position and on September 8, 2006 requested a formal hearing. That hearing was held on December 1, 2006. On January 10, 2007 the Administrative Law Judge issued his Proposed Comptroller's Decision basically upholding the Position Letter. As provided by the Comptroller's Rules, the County Attorney filed exceptions to the decision, which was disposed of (denied) on February 16, 2007. The final Comptroller's Decision was signed on May 20, 2008. A Motion for Rehearing was denied on August 21st, 2008.

The County Attorney met with the Commissioners' court on September 16, 2008 and it was determined to file a lawsuit in the Travis County District Courts seeking a Declaratory Judgment in favor of the Tax Assessor-Collector. The lawsuit was filed on November 3, 2008.

On November 21, 2011 a settlement was reached. The total amount of the settlement was $15,447.26, leaving an outstanding balance from the lawsuit of $10,658.72. The Tax Office received the check from the State Comptroller on November 28, 2011.

Since the lawsuit was filed, there have been a few collections on these NON-SUFFICIENT FUNDS checks in the amount of $380.99. Also, Travis County Risk Management was able to cover the NON-SUFFICIENT FUNDS items which fell under their fraud policy in the amount of $145.50. This leaves a remaining balance on lawsuit amount of $10,132.23.

Summary: In prior years, the Tax Office has not had an effective way to track down each NON-SUFFICIENT FUNDS check writer so that these funds could be collected. As a result, a balance of $26,105.98 was outstanding at the time of the lawsuit.

During this entire time, the Tax Office has been "floating" the State Comptroller and the County these funds. This is due to the fact that the Tax Office made the appropriate

transfer of funds to the Comptroller and the County when the original transactions were made. These transfers of funds were made in good faith that the checks were good.

Currently, almost all NON-SUFFICIENT FUNDS checks for Motor Vehicle transactions are recovered by taking credit against amounts submitted to the State Comptroller. Any additional outstanding amounts are a part of the cost to the County of processing these Motor Vehicle transactions and should be written off or expensed.

As provided by TRC 502.109 of the Texas Traffic Laws, the Tax Office receives an amount per registration ($1.90) from the State of Texas for processing the paperwork. This contributes $2,200,000.00 to the General Fund. As provided by TRC 501.138, the Tax Office receives $5.00 for each certificate of Title issued. This contributes $1,030,000.00 to the General Fund. These two amounts combined generate a total of $3,230,000.00 annually for the General Fund.

By Commissioners' Court approving a funds transfer from the County Treasurer to the Tax Office to offset the uncollectible amounts, the County Auditors will no longer be able to take issue with this item under the "Findings" section of the annual audit and the Tax Office would then have more accurate financial statement reporting.

If any funds are subsequently collected after being written off, these funds will be returned to the Travis County Treasurer.

Staff Recommendation: The Tax Office recommends approval by the Commissioners' Court for a one-time funds transfer from the County Treasurer to the Tax Office in the amount of $10,132.23 for the write-off of the remaining balance of uncollectible items included in the lawsuit.

Attachments:

1. Risk Management documentation.
2. Lawsuit documentation.
3. Findings from the audit by the County Auditors for the FY 2011 audit. (See Attachment B, item #1.)

Travis County Loss Notice and Supervisor's Accident/Incident Report

Please PRINT LEGIBLY!

GENERAL INFORMATION

Complete all blocks for every loss.

1. Department Name: Tax Office
2. Department Address: 5501 Airport Blvd, Austin, TX 78754

Personnel Liaison or Supervisor
3. Contact Person/Title: Patti Smith, Financial Manager
4. Contact Phone Number: (512) 854-9268
5. Contact Fax Number: (512) 854-9235

6. Loss Type: ☐ Vehicle/ Equipment ☐ Property Loss/Damage ☐ Injury ☒ Other ☒ On Duty ☐ Off Duty

7. Date of Occurrence: M M D D Y Y
8. Time of Occurrence: ☐ AM ☐ PM
9. Loss Occurred: X Indoors Outdoors
10. On Travis County Premises: ☐X Yes No

11. Location of Accident/Incident: 5501 Airport Blvd and satellite offices

EMPLOYEE OR INJURED 3RD PARTY INFORMATION

Complete all blocks.

N/A

12. ☐ Employee OR Injured 3rd Party ☐ Operator of Equipment/Vehicle
13. Social Security or Identification Number
14. Last Name
15. First Name
16. Middle Name/Initial
17. Occupation:
18. Severity of Injury: ☐No Injury ☐Death ☐Hospitalization ☐Disabling ☐Serious ☐First Aid
19. Age:
20. Sex: ☐ Male ☐ Female
21. Length of Present Employment: Year(s) Month(s)

LOSS OR DAMAGE TO PROPERTY OR 3RD PARTY GENERAL LIABILITY

Complete all blocks when there is property loss or damage.

22. Type of Loss: ☐ Fire ☐ Wind ☐ Explosion ☒ Other (describe) ☐ Slip & Fall ☐ Theft ☐ Lost ☐ Floods ☐ Date reported to Law Enf.
23. Estimated Dollar Value of Loss or Damage: $1,008.69
24. Description of Property and Damages: Loss due to checks being written to the Tax Office for Motor Vehicle transactions on closed or fictitious bank accounts.
25. Description of Injuries:

LOSS OR DAMAGE TO VEHICLE(S) OR HEAVY EQUIPMENT

Complete all blocks for each vehicle when the loss involves a vehicle or motorized equipment.

COUNTY VEHICLE/EQUIPMENT 1

26. Vehicle 1 Type: ☐ Car ☐ Motorcycle ☐ Bus/Van ☐ Truck <1 Ton ☐ Truck ≥ 1 Ton ☐ Heavy Equipment ☐ Fork Lift ☐ Other
28. Vehicle Owners Name and Address:
30. Year/Make/Model/UNIT #:
32. License Plate Number/State:
33. Vehicle Identification Number:
36. Operators Name and Address, or check here ☐ if same as owner:
38. Operators Drivers License/State:
40. Description of Damage:

OTHER VEHICLE/EQUIPMENT 2

27. Vehicle 2 Type: ☐ Car ☐ Motorcycle ☐ Bus/Van ☐ Truck <1 Ton ☐ Truck ≥ 1 Ton ☐ Heavy Equipment ☐ Fork Lift ☐ Other
29. Vehicle Owners Name and Address
31. Year/Make/Model/UNIT #:
34. License Plate Number/State:
35. Vehicle Identification Number:
37. Operators Name and Address, or check here ☐ if same as owner:
39. Operators Drivers License/State/Insurance Company & Policy #:
41. Description of Damage:

ACCIDENT/INCIDENT DETAILS

Complete all blocks. Use additional paper if necessary.

42. Description of what happened. Describe the events leading up to the loss, the activity in progress at the time of the loss. Identify the tools, equipment or handling material and tell how they were being used. Identify and describe events in the order they happened. End with the nature and extent of injury/damage.

Checks were written for Motor Vehicle Transactions and have been returned by the bank due to checks being written on closed or fictitious accounts. When the checks were returned due to the accounts being closed, the Tax Office received some credit from the State for the bad checks. Only the outstanding balance of the checks, after receiving some credit from the state, makes up this claim. (See spreadsheet attached.)

43. Describe the environmental or weather conditions prior to the loss and/or at the time of the loss.

N/A

44. Describe any unsafe actions prior to the loss and/or at the time of the loss, or check here ☒ for none.

45, Describe any other conditions that contributed to this loss or check here ☒ for none.

46. Identify the personal protective equipment required at the time of the loss, or check here ☒ for none.

☐ Seat Belts ☐ Signage & Type: _____ ☐ Other: _____

Was the equipment in use at the time of the loss? ☐ YES ☐ NO. If NO, then circle the required equipment checked above that was not in use.

47. Identify and describe any contributing causes of the loss.

Unable to recoup losses from the individuals who wrote the checks.

48. Identify any Corrective Actions taken to minimize damage/injury or prevent reoccurrence.

New policies and procedures are in place to prevent losses like these. More identifying information is obtained from the check writers and action is taken more quickly with the state so that full credit can be received.

49. Date and nature of scheduled training to implement corrective action.

Where there any conditions you observed that influenced the loss (weather, time of day, equipment malfunctions)?

How did people you observe influence the loss?

What do you think caused the loss?

Do you have any additional comments or observations

EMPLOYEE -WITNESS SIGNATURE	*Please sign here and indicate the date and time.*
Your Signature	Date and Time May 27, 2011 12:40 PM

Updated 1/12/12, 3:20 p.m.

TRAVIS COUNTY TAX OFFICE
Uncollectible Checks Other Than NSF
Dates Through February 2011

BANK DATE	Check Date	Check No.	First Name	Last Name	Check Amount	Total Credit Amount	Date Customer Paid	Date Credit Taken	Txdot Credit Amount	Lic plt/strk	Sales Tax Credit Amount	Outstanding Balance	Account Closed	Altered/ Fictitious
100421	100415	288	Monica E.	Acosta	82.25	57.25		100518	$ 51.00	14959C	$ 6.25	25.00	x	
071221	071213	1330		America's Best Ins. A	64.30	54.30		080109	$ 54.30	BWV981		10.00	x	
071227	071220	1331		America's Best Ins. A	64.30	54.30		080109	$ 54.30	J47DVC		10.00	x	
091013	091007	1012	Omar	Artis	60.30	54.30		091021	$ 54.30	PTS798		6.00	x	
061124	061117	1051	Janelle M.	Baines	64.30	54.30		061211	$ 54.30	G19MRN		10.00	x	
071106	071030	506	Ms Pekeetia Y	Barbour	100.30	64.30		071128	$ 64.30	BWY794		36.00	x	
080703	080627	1256	Julie A.	Brewer / Matthew W. Mannning	76.48	70.48		080718	$ 70.48	13NFW7		6.00	x	
081121	081114	575	Marilyn L.	Burross	323.25	186.05		081218	$ 67.30	706RFY	$ 118.75	137.20	x	
070307	070301	608	Lupe R.	Cadena	60.00	54.30		070330	$ 54.30	L55PKF		5.70	x	
100512	100507	650	Lupe R.	Cadena	241.05	206.05		100528	$ 67.30	GXB360	$ 138.75	35.00	x	
100122	100114	1084	Michael	Camacho	64.30	54.30		100211	$ 54.30	NJS694		10.00	x	
060421	060415	216	Maria C.	Castano	64.30	54.30		060531	$ 54.30	117LCF		10.00	x	
060517	060511	213	Maria C.	Castano	80.60	60.60		060531	$ 60.60	583MCR		20.00	x	
071119	071113	317	Graciela V.	Castro	186.05	166.05		071128	$ 67.30	N07MMT	$ 98.75	20.00	x	
070426	070420	3470		Collision Specialist	164.60	154.60		070530	$ 72.10	494FPR	$ 82.50	10.00	x	
090814	090805	1056		D & J Remodeling	153.55	133.55		090820	$ 67.30	291PPX	$ 66.25	20.00	x	
090211	090205	1073	Bobie J.	Fresch	197.30	162.30		090226	$ 67.30	LGK640	$ 95.00	35.00	x	
080211	080204	618	Jason W.	Fulton / Louise Larson	188.70	168.70		080229	$ 168.70	D5JRN,458HXD		20.00	x	
071218	071211	1731	Debra K.	Garrison	245.50	225.50		080130	$ 15.50	654HXD	$ 210.00	20.00	x	
100712	100706	1007	Jose A.	Gaspar	306.54	287.04		100728	$ 142.04	AR83709	$ 145.00	19.50	x	
081015	081008	164	Lakesha M.	Gilkey	171.30	157.30		081021	$ 137.30	LGP088	$ 20.00	14.00	x	
030116	030109	1126	Stephanie K.	Hardin	111.65	93.15		030123		VLZ18S		18.50	x	
061109	061102	1347	Rozina	Khan	115.80	99.80		061211	$ 69.80	435PPT	$ 30.00	16.00	x	
070905	070829	1359	Samuel E.	King, Jr.	67.24	61.24		070926	$ 61.24	6PTX61		6.00	x	
041208	041202	2545	Juan	Lozano	192.90	162.90		041229	$ 162.90	N69SVK,H25CWG,514BKX		30.00	x	
091209	091203	1049	Melinda	Medina	57.30	54.30		091217	$ 54.30	MNR628		3.00	x	
090707	090701	1042	Ebony M.	Moore	57.30	54.30		090717	$ 54.30	NXY269		3.00	x	
050304	050228	723	Craig	Morris	293.30	277.30		050323	$ 69.80	T68MKD	$ 207.50	16.00	x	
080430	080430	771	Samantha Ch	Munoz	253.59	97.30		080520	$ 67.30	FRG916	$ 30.00	156.29	x	
091117	091110	1076		NT Auto Body & Frame	430.43	418.43		091120	155.30	BJ9S612	263.13	12.00	x	
080711	080703	511	Remolques	Olivas	63.70	47.70		080718	$ 47.70	292PSZ		16.00	x	
090211	090207	1071	Geneva	Perez	60.30	54.30		090226	$ 54.30	656PPT		6.00	x	
100812	100806	1136	Zatraya R	Peterson	272.05	253.55		100827	$ 67.30	BY7N536	$ 186.25	18.50	x	
090720	090713	138	Michael J.	Richardson	196.05	146.05		090724	$ 67.30	BC6M129	$ 78.75	50.00	x	
100506	100503	001023	Maryellen	Robledo	16.30	6.30		100528	$ 6.30	PNB419		10.00	x	
100513	100410	149	Edward	Rodriguez	147.30	127.30		100528	$ 67.30	BV5T763	$ 60.00	20.00	x	
090309	090303	1059	Zach	Schneider	355.30	339.30		090327	$ 19.30	JLW447	$ 320.00	16.00	x	
101207	101202	99738	Pishanthi Adla	Shirrazzi	180.90	162.90		101229	$ 162.90	BWZ366,311SGJ,935VBK		18.00		x
060627	060621	1028	Kimberly L.	Sims	64.30	54.30		060731	$ 64.30	624BLT		10.00	x	
080107	071231	1035	Kimber L.	Sims	82.30	72.30		080130	$ 72.30	967PKV		10.00	x	
101217	101214	1061	Dorothy Thor	T & D Design	67.30	64.30		110120	$ 64.30	NJP723		3.00	x	
091223	091218	1134	Marcelo	Torres	61.00	51.00		091230	$ 51.00	84ZPRS		10.00	x	
010613	010601	1409	enrique r	Vasquez, jr	166.30	85.30	051029					81.00	x	
Total												1,008.69		

Checks that were included in the lawsuit against the State Comptroller, total $145.50.

SETTLEMENT OUTLINE

Date: September 13, 2011

Subject: *Nelda Wells Spears, Tax Assessor and Collector*

vs.

Susan Combs, Texas Comptroller of Public Accounts

- An administrative appeal of the Comptroller's decision denying reimbursement to the tax office for the amounts of checks received for payment of Motor Vehicle Sales Taxes. These checks were denied payment by the banks due to insufficient funds (NSF checks) but the amounts of the checks had already been remitted by the tax office to the State. The tax office attempted collection on these checks but was not reimbursed by the State.
- After an administrative hearing the Comptroller decided that the amounts claimed on NSF checks received prior to October 18, 2005 ($21,441.31) were denied as barred by a 4 year statute of limitations.
- Claims on the amounts of NSF checks received after the October 18, 2005 ($4,726.60) were granted.

Settlement: Payment to Travis County:

•	Original claim:	$26,105.98	
•	Claim granted (post 10/15/2005 checks):	- $4,726.60	
•	Net remaining claim:		**$21,441.31**
•	Compromise		
(a)	50% of the net claim:	$10,720.07, *plus*	
(b)	Claim granted:	$4,726.60	
(c)	Gross settlement payment:		**$15,447.26**

Settlement Documents:

1. Compromise and Settlement Agreement
2. Agreed Judgment

COMPROMISE AND SETTLEMENT AGREEMENT

This Compromise and Settlement Agreement ("Agreement") is between Travis County, Texas and Nelda Wells Spears, Travis County Tax Assessor and Collector (Plaintiffs), and Greg Abbott, Attorney General of the State of Texas (Defendant or Attorney General), as Defendant and Susan Combs, Comptroller of Public Accounts of the State of Texas, Defendant (Defendant or Comptroller). Plaintiffs and Defendants are also referred to as the Parties.

RECITALS

1. The Parties intend to compromise and settle all motor vehicle sales and use tax issues for the period of January 1, 1997 through December 31, 2005, including the contested matters in the lawsuit Cause No. D-1-GV-08-002211; *Travis County, Texas and Nelda Wells Spears, Travis County Tax Assessor and Collector v. Comptroller, et al.*; in the District Court of Travis County, Texas, 345th Judicial District (the "Lawsuit").

2. The Travis County District Court has jurisdiction over the parties and subject matter of the Lawsuit. Venue is in Travis County. The taxes in issue are motor vehicle sales and use taxes. The period in issue is January 1, 1997 through December 31, 2005 (the "Period"). Plaintiffs' taxpayer number is 3-01-151-4103-5 in the Comptroller's records.

3. The Parties enter into this agreement solely due to the vagaries of litigation and to buy peace, neither admitting the facts relied on by the other nor conceding the legal positions respectively asserted by them. Neither the execution of this agreement nor any specific provision hereof shall be construed as any admission by either party that the other would have prevailed, in whole or in part, in the Lawsuit.

4. Both Parties wish to dispose of the entire controversy and dispute for the Period between them, including all claims and causes of action of any kind that currently exist or that may exist in the future that relate in any way to Plaintiffs' motor vehicle sales and use tax liability for the Period. The Parties recognize that there may be claims or injuries arising out of the transactions or occurrences described in this agreement that are unknown to the Parties at the time of execution of this agreement or that may arise in the future. However, the Parties have negotiated this agreement in full knowledge of the possibility of additional claims or injuries, and intend

this agreement to settle and finally dispose of all such claims or injuries arising out of the described transaction or occurrence, whether known or unknown.

5. Defendants genuinely dispute the legal and factual basis for Plaintiffs' claims for a refund of motor vehicle sales and use taxes, penalty, and interest. Plaintiffs genuinely dispute the legal and factual basis of Defendants' defenses.

6. The Parties deny all liability other than as stated in this Agreement.

TERMS OF THE AGREEMENT

7. Based upon consideration of the reciprocal settlement and release of all claims regarding the taxes in issue, the Parties make this Compromise and Settlement Agreement ("Agreement").

Signed Counterparts

8. This Agreement will be signed in two (2) identical original counterparts that will each be considered an original for all purposes. Plaintiffs will retain one original counterpart and the Comptroller will retain the other.

Agreed Judgment

9. The Parties agree to and incorporate the form of the Agreed Judgment attached as Exhibit 1.

10. The Parties will sign the Agreed Judgment and Plaintiffs will submit it for approval and signing by a district judge in the Travis County District Court, after which Plaintiffs will promptly deliver a copy of the signed and file-marked Agreed Judgment to the Defendants.

Payment, Refund and Warrants

11. The Comptroller will refund to Plaintiffs FIFTEEN THOUSAND FOUR HUNDRED AND FORTY-SEVEN AND 26/100 DOLLARS ($15,447.26). The Comptroller will issue a warrant in that amount provided that Plaintiffs are not subject to a warrant hold under TEX. GOV'T CODE ANN. § 403.055. The Comptroller will retain the remainder of the amount in controversy for the Period.

12. Within five (5) business days after receipt of the warrant, Plaintiffs shall present the Agreed Judgment to the Court for signature.

13. The Parties will pay their own attorneys' fees and court costs.

14. The Comptroller will mail the warrant, payable to Plaintiffs by First Class United States mail as follows:

Gary D. Martin
Assistant Travis County Attorney
314 West 11th St.
Granger Building, Suite 420
Austin, TX 78767

Releases

15. The Parties acknowledge that they may have other, currently unknown claims regarding Plaintiffs' motor vehicle sales and use tax liability for the Period, but intend this Agreement to dispose of the Lawsuit as well as any other known or unknown claims relating to Plaintiffs' motor vehicle sales and use tax liability for the Period.

16. Plaintiffs acknowledging receipt of good and valuable consideration, release and discharge the Defendants, their predecessors, successors, assignees, employees, agents, and attorneys from all claims, suits, and causes of action related to its motor vehicle sales and use tax liability for the Period, except that Plaintiffs reserve the right to sue for specific performance of this Agreement.

17. Defendants, acknowledging receipt of good and valuable consideration, release and discharge Plaintiffs, their predecessors, successors, assignees, employees, agents, and attorneys from all claims, suits, and causes of action related to Plaintiffs' motor vehicle sales and use tax liability for the Period, except that Defendants reserve the right to sue for specific performance of this Agreement or for overpayments made through mistakes in performing this Agreement.

18. The Parties exchanged consideration in order to compromise genuinely disputed claims and to avoid litigation risks. Their consideration is contractual and not a mere recital.

Final Agreement; Not Precedential

19. This Agreement, including Exhibit 1, contains the entire final agreement between the Parties. This Agreement supersedes any and all prior agreements between the Parties on all subjects in any way related to Plaintiffs' motor vehicle sales and use tax liability for the Period. No agreements inconsistent with the terms of this Agreement exist. This Agreement can be amended only in a written amendment signed by all Parties. This Agreement cannot be unilaterally or bilaterally modified. This Agreement cannot be orally modified.

20. This Agreement concerns only Plaintiffs' motor vehicle sales and use tax liability for the Period and has no precedential or other effect on any other claims that have accrued, or may accrue, or any other causes of action that have arisen, or may arise, between the Parties.

Unassignability

21. This contract shall not be assignable by Plaintiffs or their successors.

Texas Law; Venue; Attorney's Fees

22. This Agreement is made according to Texas law, and shall be construed and enforced according to Texas law. Venue for any dispute regarding this Agreement will be exclusively in the district courts of Travis County, Texas. If litigation is required to perform the terms of this Agreement, or in the event of a breach of any material term hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

Confidentiality

23. This Agreement is confidential except when confidentiality would violate any court order, constitutional provision, or statute prohibiting such confidentiality, including, but not limited to, the Texas Public Information Act.

Effective Date

24. This Agreement will be effective on the date it has been signed by all Parties.

Travis County, Texas and Nelda Wells Spears,
Travis County Tax Assessor and Collector

By: _____

Printed Name: _____

Title: _____

Date: _____

Greg Abbott, Attorney General of the State of Texas, Defendant, and on behalf of Susan Combs, as successor to Susan Combs, Comptroller of Public Accounts of the State of Texas

By: _____

Title: _____

Date: _____

NO. D-1-GV-08-002211

TRAVIS COUNTY, TEXAS and NELDA WELLS SPEARS, TRAVIS COUNTY TAX ASSESSOR AND COLLECTOR, PLAINTIFFS	§	IN THE DISTRICT COURT OF
	§	TRAVIS COUNTY, TEXAS
v.	§	
SUSAN COMBS, TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, and GREG ABBOTT, TEXAS ATTORNEY GENERAL, DEFENDANTS	§	345TH JUDICIAL DISTRICT

AGREED JUDGMENT

Plaintiffs, Travis County, Texas and Nelda Wells Spears, Travis County Tax Assessor and Collector, and Defendants, Susan Combs, Comptroller of Public Accounts of the State of Texas, and Greg Abbott, Attorney General of the State of Texas, appeared through their attorneys of record and announced to the Court that they have resolved the disputed issues in this lawsuit. The parties request the Court to enter this Agreed Judgment. The parties stipulate and the Court finds as follows:

1. This is a tax refund suit contesting the assessment and payment of motor vehicle sales and use taxes, and brought under chapter 112 of the Texas Tax Code.

2. The tax periods in issue are January 1, 1997 through December 31, 2005.

4. Venue is in Travis County, Texas.

5. This Court has jurisdiction of the parties and the subject matter under chapter 112 of the Texas Tax Code.

6. All motor vehicle sales and use tax claims by Plaintiff against Defendants that relate to the Lawsuit are compromised and settled.

7. Plaintiff requests that this lawsuit be dismissed with prejudice to refiling any claim asserted in this lawsuit.

RELIEF GRANTED

8. It is ORDERED that this lawsuit by Plaintiff, Travis County, Texas and Nelda Wells Spears, Travis County Tax Assessor and Collector, against Defendants, Susan Combs, Comptroller of Public Accounts of the State of Texas, and Greg Abbott, Attorney General of the State of Texas, is dismissed with prejudice to refiling any claim asserted in this lawsuit.

9. Costs of court are adjudged against the party who incurred them.

10. This Agreed Judgment disposes of all parties, claims, and issues in this lawsuit.

11. All relief not expressly granted is denied.

Signed on _____, 2011.

_____
Judge Presiding

Agreed as to form and substance and entry requested:

Digitally signed by Gary Duncan Martin
DN: cn=Gary Duncan Martin, o=Travis County Attorney's Office, ou=Civil Division, email=gary.martin@co.travis.tx.us, c=US
Date: 2011.09.13 15:42:13 -05'00'

GARY DUNCAN MARTIN
State Bar No. 24015072

ASSISTANT COUNTY ATTORNEY
TRAVIS COUNTY ATTORNEY'S OFFICE
CIVIL DIVISION
314 West 11th Street
Granger Building, Suite 420
Austin, Texas 78701
Phone: (512) 854-9510
Fax: (512) 854-4808

ATTORNEY FOR PLAINTIFFS

WADE PHILLIPS
State Bar No. 00794456

Assistant Attorney General
Financial & Taxation Litigation Division
P. O. Box 12548
Austin, Texas 78711-2548
Phone: (512) 475-2219
Fax: (512) 478-4013

ATTORNEY FOR DEFENDANTS

Updated 1/12/12, 3:20 p.m.

Tax Office
Report of Findings and Recommendations
11-14

Report Date: October 31, 2011
Issue Date: December 9, 2011

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR

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

October 31, 2011
Travis County Tax Office
11-14

Report of Findings and Recommendations

Nelda Wells-Spears
Travis County Tax Assessor/Collector

Scheduled as part of our statutory requirements, the Revenue and Internal Controls Auditing Division of the Travis County Auditor's Office has completed an examination of the Travis County Tax Assessor/Collector's Office. We conducted our examination in accordance with applicable statutes governing the County Auditor's Office and those relating to County financial and accounting protocols. As a result of our examination, we are providing this report on our findings and recommendations.

Our examination of this office included an assessment of the adequacy and effectiveness of the overall system of internal controls in place for the Tax Office's accounting system during the period October 1, 2010 to June 30, 2011. This included examinations of controls over handling and managing collections, liabilities, receivables, bank reconciliations and fixed assets. This also included an examination of receipts and deposits to verify compliance with statutes and internal policies and procedures. Our work was based on applying sampling procedures to office records and on verbal and written representations from this office. Sampling relates to examining, on a test basis, evidence supporting the amounts and disclosures in the financial records and statements. The use of sampling techniques would not necessarily disclose all matters in the Tax Office's financial records and internal controls that might be material weaknesses or misstatements. In regards to the written and verbal representations made by this office, unless otherwise noted in this report, office management maintains that the assertions we relied upon in the examination were correct to the best of their knowledge.

Based upon our examination, we gave the system of internal controls for this functional area a rating of "Good." This rating indicates that within the Tax Office, there are well established internal controls with few, if any, minor exceptions. In order for this office's overall internal control environment to function at an optimal level, these selected controls should be improved. See Attachment A for an explanation of our grading system for the overall control environment.

The control weaknesses we noted relate to NSF checks receivable and fine and fee assessment. Details of these issues, our recommendations, and management's responses to these issues can be found in Attachment B. Immediately after the title of each control issue listed in these attachments, we have placed our assessment of the severity of that particular issue in parenthesis. These items are assessed as having "Most Serious," "Serious," or "Less Serious" significance.

A copy of this office's financial statements for June 30, 2011 is provided in Attachment C; the express purpose of presenting these financial statements and the appropriate findings is to comply with applicable local government code statutes and to provide internal control feedback to Travis County officials. This financial statement has not currently been audited by Travis County's external auditors.

These findings and recommendations are intended solely for the information and use of management and the Commissioners' Court. We greatly appreciate the cooperation and assistance received from the management and staff of the Tax Office during this examination. Please contact our office if you have any questions or concerns regarding this report.

David Jungerman
Supervisor – Revenue and Internal Controls Auditing

Mike Wichern
Chief Assistant County Auditor II - Revenue and Internal Controls Auditing

Diana Warner
First Assistant County Auditor

Susan A. Spataro
Travis County Auditor

Examination Team
Joe Marshall, Senior Auditor
David Jungerman
Enrique Barroso
Joanne Englund
Lisa Denton
Art Kelley
Cathy Sefcik
Woody Whitten
Vanessa Robles

cc: Report Distribution
Lora Livingston, Judge, 261st Judicial District
Julie Kocurek, Judge, 390th Judicial District
Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4
Leroy Nellis, County Executive, Planning and Budget Office
Dusty Knight, Chief Deputy Tax Assessor – Collector
Patti Smith, Financial Manager, Tax Office
Nicki Riley, County Auditor's Office
Report File

EXECUTIVE SUMMARY

Functional Area:
The Travis County Tax Assessor/Collector's Office is responsible for assessing, recording, tracking, collecting, posting, and disbursing property taxes. In addition, this office tracks, stores and disburses vehicle license plates and tags; they also collect, track, and disburse the fees collected when these tags and plates are issued. Tax Office accounting personnel are responsible for making deposits and disbursements of the funds collected as well as reconciling the office bank accounts and producing the office financial schedules and statements. In addition, the Tax Office voluntarily performs the collection function for criminal fines, fees, and court costs associated with misdemeanor criminal cases assessed by the County Courts at Law; disbursing the collected funds to the applicable parties.

Prior Examination Significant Findings (#10-12, Dated December 20, 2010):
There were no significant findings noted.

Objectives of Current Examination (Period: October 1, 2010 to June 30, 2011):
The scope of this examination included an assessment of receipts and disbursements to verify compliance with statutes and internal policies and procedures. In addition, we evaluated controls over internal functions responsible for assessing court costs, handling and managing collections, refunds, accounts receivable, accounts payable, and fixed assets.

Current Examination – Significant Findings:
There were no significant findings noted.

Overall Opinion (See Transmittal Letter for Specifics):
The system of internal controls in place for this functional area was rated "Good."

Attachment A

Internal Controls Rating Key

Rating Designation	Rating Description
Good	Well established internal controls with few, if any, minor exceptions
Adequate	Overall solid system of internal controls outweighs the relative number of minor or more serious findings
Requires Improvement	Weaknesses exist that negatively impact the overall system of internal controls
Requires Significant Improvement	Significant number of weaknesses that negatively impact the overall system of internal controls
Inadequate	Existing overall system of internal control is ineffective

Note: A good internal control system reduces the risk of errors, defalcations, and misappropriations of funds. Weak internal control systems provide an environment in which errors, defalcations, and misappropriations of funds can go undetected.

ATTACHMENT B

1. NSF Checks Receivable (Less Serious)

As noted in previous examinations, the Tax Office has a significant number of old NSF checks receivable recorded in their Motor Vehicle Hot Checks in Collections account. As of June 30, 2011 there were $29,347.14 in NSF checks that have been outstanding for more than one year. This balance is made up of $3,966.90 from the old Mapper system and $25,380.24 from the RTS system. As indicated in previous examinations, the Tax Office filed a lawsuit seeking to collect these funds from the State Comptroller after exhausting other collection efforts. It should be noted that the current check acceptance procedures adequately require enough personal information about the check writer for subsequent collection. However, previous check acceptance procedures did not require sufficient information; thereby creating the large receivable balance related to NSF checks outstanding for more than one year.

Significance:

The collectability of NSF checks and other receivable amounts diminishes with time. NSF checks that have been outstanding for more than one year are most likely not collectible. Collection of these NSF checks helps to ensure more accurate financial statement reporting.

Recommendation:

We recommend that the Tax Office continue to monitor the progress of the lawsuit against the State Comptroller. If the Tax Office does not prevail, they should seek recollection from other appropriate sources such as the general fund or risk management. In addition, the Tax Office should continue normal recollection practices for NSF checks receivable that are less than one year old.

Management Response:

In October 2005 we requested that the State Comptroller give us a funds adjustment (reimburse us) for the uncollectable amounts. That request was denied on December 29, 2005. Accordingly, the County Attorney, at our request, requested a Redetermination Hearing under the Comptrollers rules. This resulted in a Position Letter from the Comptrollers Assistant General Counsel for Administrative Hearings on August 24, 2006 denying about two-thirds of our claim.

In Concurrence with the County Attorneys advice we rejected the Comptroller's position and on September 8th requested a formal hearing. That hearing was held on December 1, 2006. On January 10, 2007 the Administrative Law Judge issued his Proposed Comptrollers Decision basically upholding the Position Letter. As provided by the Comptrollers Rules the County Attorney filed exceptions to the decision, which were disposed of (denied) on February 16, 2007. The final Comptrollers Decision was signed on May 20, 2008. A Motion for Rehearing was denied on August 21, 2008.

The County Attorney has met with the Commissioners Court on September 16, 2008 and it was determined to file a lawsuit in the Travis County District Courts seeking a Declaratory Judgment in the favor of the Tax Assessor Collector. The lawsuit was filed on November 3, 2008.

On September 13, 2011, the County Attorney met with the Commissioners' Court and the Commissioners approved a settlement with the Texas Comptroller in which Travis County is paid the amount of $15,447.26 from the original lawsuit of $26,105.98. This settlement will be used to take care of the oldest outstanding balances first from the old Mapper system and then continue forward chronologically.

A request was also sent to Travis County Risk Management for reimbursement of the remaining balance of the lawsuit not covered by the settlement. Risk Management stated that they could only cover those items which were the direct result of intentional fraud such as checks written on closed accounts or a fraudulent signature. The amount received from Risk Management amounted to $1,008.69. This was received in August, 2011.

Once the settlement funds are actually received from the State Comptroller, all balances that were not covered by either the settlement or Risk Management, and are dated prior to January 1, 2011, will be taken to Commissioners' Court for resolution from the General Fund.

Effective January 1, 2011, any outstanding NSF balances resulting from title service companies' fees being included the check are billed monthly to the title services. Each title company pays their invoice on a timely basis.

2. Fines and Fees Assessment (Less Serious)

During our examination of the Tax Office, we tested 35 case files for criminal fee assessments totaling $4,349.40, noting that for case JP21101181 there is a discrepancy between EZ-Justice and CJS. In EZ-Justice the account shows two payments being made: one for $100 and one for $232. The $100 payment was applied to the court costs that were assessed at $105 (leaving a $5 balance). The $232 payment was applied as follows: $205 to the assessed fine amount of $305 (leaving a $100 balance); $25 applied to a time payment fee ($0 remaining balance); and a $2 processing fee. Based on these two payments, the remaining balance should be $5 for court costs plus $100 for fine (total of $105). However on EZ-Justice, the only amount listed as due is the $100 fine payment. In addition, the court cost assessments and payment amounts from the $100 payment aren't listed on the "Party Assessment" screen. In CJS, the amounts have been zeroed out with a status code of YZ, indicating the account has been paid in full. But EZ-Justice has the $100 balance (correct amount should be $105) and therefore hasn't been paid in full.

Significance:

This difference is significant because EZ-Justice and CJS should be in agreement on when an account is paid in full. In addition, all transactions should be included on the "Party Assessment" screen in EZ-Justice to have a complete audit trail of amounts assessed and amounts paid.

Recommendations:

We recommend that the Tax Office investigate case JP21101181 to determine the correct status of the case and why all the assessment amounts and payments are not showing on the assessment screen in EZ-Justice. If there is still a balance for case JP21101181, CJS should be corrected to show account has not been paid in full (with assessment amounts listed).

Management Response:
We reviewed the noted case and determined that this case was manually entered rather than being receipted through a computer import process. When entered it was discovered that the offense table did not contain the necessary offense that would enable the particular court cost/fees to be added. Therefore, as procedure requires, the clerk entered the entire amount as a fine. Once a new offense is added to the table staff must go back to the particular case and edit the amount due (fine) breaking it into the correct amount of fine and court cost/fees. Staff entered the wrong offense and failed to break out the amount due.

It was later discovered that the wrong offense was entered and was then corrected. However, the clerk failed to split out the amount due into the various court cost/fees. When the disbursement process was run for both of the payments, the program automatically split the fine into the various court cost/fees according to the offense entered into the system at the time the payment was processed. Staff have now reversed both payments and corrected the amount due breaking it into the proper fine, court cost, and fees.

While the total amount was originally assessed correctly, it was not split out correctly. Therefore, when the defendant paid off the case it was truly paid in full. Our office has identified that there are issues balancing between CJS and EZ-Justice. Therefore, during the budget process we were able to obtain a new FTE for the sole purpose of auditing the data between the two systems. This slot became available on October 1st and we are in the process of hiring the new FTE. In addition, we have established a procedure that once a new offense is added, a Tax Specialist III (Lead Person) or Supervisor will review the particular case attached to the new offense for accuracy.

Tax Office
Statement of Fiduciary Assets and Liabilities
Agency Fund
June 30, 2011

Assets		
Cash	$	1,525,597
Investments		15,411,684
Accounts receivable, net		510,438
Total assets		17,447,719
Liabilities		
Due to third parties		10,630,051
Due to other governmental entities		6,817,668
Total liabilities		17,447,719
Net Assets	$	-

NOTE: The express purpose of presenting this financial statement and the appropriate findings is to comply with applicable local government code statutes and to provide internal control feedback to Travis County officials. This financial statement has not currently been audited by Travis County's external auditors.

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Cheryl Aker, x49558
Elected/Appointed Official/Dept. Head: County Judge Sam Biscoe
Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING BOARD AND COMMITTEE ASSIGNMENTS AND APPOINTMENTS FOR COMMISSIONERS COURT MEMBERS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
See attached. Updated as of 1/12/12

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Adult Protective Services Special Task Unit	Phyllis J. Wolf, MA, LPC	Court Appointment	5/1/2007		Mental Health Professional; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Barbara S. Misle	Court Appointment	5/1/2007		Legal; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Detective Erica Westling	Court Appointment	5/1/2007		Law Enforcement; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Sergeant Kitty Hicks	Court Appointment	5/1/2007		Law Enforcement; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Funmi Ogunleye, R.N.	Court Appointment	5/1/2007		Medical; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Wendie H. Abramson, LMSW	Court Appointment	5/1/2007		Domestic Violence; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Steve Manley	Court Appointment	5/1/2007		Law Enforcement; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Animal Advisory Commission	Larry Tucker	Court Appointment	7/28/2009	8/1/2012	effective 7-31-2009, Three-Year Term - Represents Comm Court
Austin Early Childhood Council	Sandra Lynn Briley, PhD	Commissioners Court	7/7/2009	12/31/2012	effective 7-31-09, 2 year terms. Contact Ron Hubbard, City of Austin at 972-5028 for information.
Austin Urban Area Security Initiative	Danny Hobby	Court Appointment	3/18/2008		this is a federal grant program and maybe not a long term committee.
Austin-San Antonio Intermunicipal Commuter Rail District Board of Directors	Debbie Ingalsbe	Court Ratifys CARTS Appointment	5/20/2008	2/28/2010	Comm Court ratifies the appointment that CARTS makes. Two year terms that expire February 1st

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Austin-Travis County Emergency Medical Services Advisory Board	Bob Taylor	Court Appointment	2/12/2008 reappointed 2/1/2011	10/31/2012	An Emergency Services District Commissioner
Austin-Travis County Emergency Medical Services Advisory Board	Dr. Stephen E. Wilson	Court Appointment	3/11/2008	10/31/2011	A Local Physician
Austin-Travis County Emergency Medical Services Advisory Board	Paula S. Barr	Court Appointment	2/12/2008 reappointed 2/1/2011	10/31/2012	A Travis County Representative
Austin-Travis County Emergency Medical Services Advisory Board	Hector R. Gonzales	Court Appointment	3/11/2008	10/31/2011	A Consumer
Austin-Travis County Integral Care Board of Trustees	Richard Hopkins (Precint 1)	Court Appointment	8/5/2008 reappointed 7/27/2010	9/30/2012	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Austin-Travis County Integral Care Board of Trustees	Dr. Matthew Snapp (Precinct 2)	Court Appointment	9/8/2009 reappointed 11/22/11	9/30/2013	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Austin-Travis County Integral Care Board of Trustees	Genevieve Hearon (Precinct 3)	Court Appointment	9/23/2008	9/30/2010	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Austin-Travis County Integral Care Board of Trustees	Vince Torres (Precinct 4)	Court Appointment	11/15/2011	9/30/2013	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Bail Bond Board	Judge Jan Breland	Court Appointment	11/10/2009	continuous	County Court at Law member
Balcones Canyonlands Conservation Plan Citizens Advisory Committee	Ken Beck	Precinct 3	6/17/2010	6/17/2012	Two-year term
Balcones Canyonlands Conservation Plan Citizens Advisory Committee	Robert Kleeman	Precinct 3	6/17/2010	6/17/2012	Travis County Appointee
Balcones Canyonlands Conservation Plan Citizens Advisory Committee	Lynne Weber	Precinct 3	6/17/2010	6/17/2012	Travis County Appointee

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Metropolitan Planning Organization - CAMPO - small cities representative	Jeffrey Mills	Court Appointment	5/4/2010	temporary	Travis County citizen
Capital Metropolitan Transportation Authority Board	Beverly Silas	Court Appointment	12/22/2009		Three-year term, ending on May 31, 2012. Incumbent may be reappointed.
Central Health (Healthcare District, Travis County)	Clarke Heidrick	Court Appointment	12/29/2009	12/31/2014	**effective 1-1-2010** They serve until successor is appointed; 4 year term; The Board was initially appointed in August of 2004.
Central Health (Healthcare District, Travis County)	Rebecca Lightsey	Court Appointment	3/15/2011 reappointed 10/25/2011	12/31/2015	4 year term; They serve until successor is appointed;
Central Health (Healthcare District, Travis County)	Brenda Coleman-Beattie	Court Appointment	3/31/2009 reappointed 10/5/2010	12/31/2014	**filling unexpired Term** They serve until successor is appointed.
Central Health (Healthcare District, Travis County)	Frank Rodriguez	Court Appointment	12/2/2008	12/31/2012	4 yr term; They serve until successor is appointed; Mr. Rodriguez had an initial 4 year term; The Board was initially appointed in August of 2004.
Central Health (Healthcare District, Travis County)	Anthony Haley	Joint City of Austin/Travis County Appointment	6/2/2009	12/31/2012	Reappointments and new appointments to the Board will serve four-year terms.
Central Texas Regional Mobility Authority (CTRMA)	Henry Gilmore	Court Appointment	4/8/2008 Reappointment 3/9/10	1/31/2012	Two-year term ending on February 1, 2012. Incumbent may be reappointed.
Central Texas Regional Mobility Authority (CTRMA)	Charles H. Heimsath	Court Appointment	12/22/2009 Reappointed 12/06/2011	1/31/2014	Two-year term ending on February 1, 2012. Incumbent may be reappointed.
Central Texas Regional Mobility Authority (CTRMA)	Nikelle S. Meade	Court Appointment	4/7/2009 reappointed 3/1/2011	2/28/2013	Two-year term ending February 1, 2013. Incumbent may be reappointed.
Children's Protective Services, Travis County	Ann Stanley	County Judge	7/13/2010	7/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Robert Hendee, M.D.	County Judge	12/2/2008	12/31/2011	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Lindsey Page Hale	County Judge	12/9/2008	12/31/2011	They are appointed to 3 year terms that begin when the appointment is made.

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Children's Protective Services, Travis County	Nikki C. Sims	Precinct 1	5/6/2008 reappointed 6/14/2011	5/31/2014	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Deelyle M. Bryan	Precinct 1	8/2/2011	7/31/2014	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Ronda Dardin Schultz	Precinct 1	2/17/2009	2/28/2012	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Milbrey E. Raney	Precinct 2	10/17/2006 Reappointed 06/8/2010	6/30/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Laura Wolf	Precinct 2	7/6/2010	7/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Carole Hurley	Precinct 2	4/5/2011	4/30/2014	
Children's Protective Services, Travis County	Mary Wolf	Precinct 3	1/26/2010	1/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Matias Garcia	Precinct 3	1/26/2010	1/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Deborah Risovi	Precinct 3	10/9/2007 reappointed 12/14/2010	12/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Jeanne Stamp	Precinct 4	12/23/2008	12/31/2011	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Lynn Perkins	Precinct 4	2/3/2009	2/28/2012	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Brie L. Franco	Precinct 4	9/29/2009	10/31/2012	They are appointed to 3 year terms that begin when the appointment is made.

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
City of Austin Comprehensive Plan Citizens Advisory Committee	Jack Gullahorn appointee; July Holden alternate	Precinct 1	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution; One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin Comprehensive Plan Citizens Advisory Committee	Mark Lind appointee; Mitch Weynand alternate	Precinct 2	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution;One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin Comprehensive Plan Citizens Advisory Committee	Carol Torgrimson appointee; Ira Yates alternate	Precinct 3	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution;One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin Comprehensive Plan Citizens Advisory Committee	William B. Hilgers appointee; alternate is pending	Precinct 4	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution;One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin/Travis County Sustainable Food Policy Board	Adam King	County Judge	12/6/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Katie Kraemer-Pitre	County Judge	2/10/2009 reappointed 3/1/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Erin Flynn	Precinct 1	3/8/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Paige Hill	Precinct 2	2/22/2011	2/28/2013	Two year terms, per the COA

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
City of Austin/Travis County Sustainable Food Policy Board	Michele Murphy-Smith	Precinct 3	2/10/2009 reappointed 3/1/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Paula McDermott	Precinct 4	2/10/2009 reappointed 1/18/11	2/28/2013	Two year terms, per the COA
Civil Service	Velva Price	Commissioners Court	12/29/2009	12/31/2011	2 year appt. Dexter Gifford, (sheriff appointee) Colin Jordan (DA Appointee) (Velva Price is chair); for information call Lorrie Pickering x44769
Community Justice Center Advisory Committee, Travis County - State Jail	Joan Burnham	Court Appointment	3/22/2005	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Frank Ringer Jr.	Court Appointment	12/4/2007	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Deacon Doots DuFour	Court Appointment	3/22/2005	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Gerald Cunningham	Court Appointment	12/4/2007	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Terra James	Court Appointment	12/4/2007	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Mike Manor	Court Appointment	4/27/2004	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	VACANT	Court Appointment	4/27/2004	continuous	Jim Nelson resigned
Community Justice Center Advisory Committee, Travis County - State Jail	Carla McElory	Court Appointment		continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Alonzo Bradley	Court Appointment		continuous	
CTECC - Combined Transporation Emergency and Communications Center -Governing Board (Voting Member)	Danny Hobby	Court Appointment	2/20/2007	continuous	Emergency Services Coordinator

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
CTECC - Combined Transporation Emergency Communication Center - Operations Board	Pete Baldwin	Court Appointment	12/16/2003	continuous	Emergency Management Coordinator
CTECC - Combined Transporation Emergency Communication Center - Operations Board	Greg Hamilton	Court Appointment	12/16/2003	continuous	Travis County Sheriff
Dispute Resolution Center Board	Jeff Jury	County Judge	10/6/2009	10/6/2012	3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires
Dispute Resolution Center Board	Gerard Washington	Precinct 1	8/14/2007 Reappointed 7/13/10	8/31/2010 2nd Term exp. 8/31/2013	3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires
Dispute Resolution Center Board	Doryne Valentine	Precinct 2	5/22/2007 reappointed 9/21/10	9/30/2013	3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires
Dispute Resolution Center Board	Larry Bugen	Precinct 3	12/14/2010	12/31/2013	No record of Comm Court appointment; 3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires; appointment and expiration date information comes from Dispute Resoultion Center
Dispute Resolution Center Board	Pat Cognegliano	Precinct 4	10/2/2007 reappointed 12/14/2010	10/31/2013	No record of Comm Court appointment; 3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires; appointment and expiration date information comes from Dispute Resoultion Center
Downtown Austin Plan Technical Advisory Group	Belinda Powell	Court Appointment	5/15/2007	continuous	assignment expires in 18 months
Downtown Austin Plan Technical Advisory Group	Charles Vaughn	Court Appointment	5/15/2007	continuous	assignment expires in 18 months
Emergency Services District #01 (North Lake)	Greg Johnston	Precinct 3	6/30/2009 reappointed 12/7/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #01 (North Lake)	Sandra Igau	Precinct 3	8/9/2011	12/31/2012	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #01 (North Lake)	Paul Douglas Smith	Precinct 3	2/2/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #01 (North Lake)	Cleo Schneider	Precinct 3	2/2/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #01 (North Lake)	John Craddock	Precinct 3	2/2/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Joy Smith	Precinct 2	1/10/2012	12/31/2013	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Maize Hamilton	Precinct 1	12/22/2009 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Efren Brito	Precinct 2	1/13/2009 reappointed 5/3/11	12/31/2012	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Terry Struble	Precinct 2	1/13/2009 reappointed 5/3/11	12/31/2012	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	George Mentzer II	Precinct 2	1/13/2009 reappointed 5/3/11	12/31/2012	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	Carroll D. Knight	Precinct 3	2/1/2008 Reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December. She was actually appointed on Jan 22, 2008
Emergency Services District #03 (Oak Hill)	J. Edd New	Precinct 3	1/8/2008 Reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	Gina Starr	Precinct 3	1/1/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	Robert Taylor	Precinct 3	3/31/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	John Villanacci	Precinct 3	3/31/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #04	Charles B. Cannon	Precinct 1	5/31/2011 reappointed 1/10/2012	12/31/2013	Two Year Term expiring in December
Emergency Services District #04	Gene Wills	Precinct 1	2/10/2009 Reappointed 11/16/2010	12/31/2013	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #04	Reggie Williams	Precinct 1	11/17/2009 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #04	Arthur L. Maple, Jr.	Precinct 3	6/30/2009 reapointed 1/11/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #04	Daniel Herman	Precinct 3	1/18/2011	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Bob Remlinger	Precinct 3	1/12/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Arthur Gurley	Precinct 3	1/8/2008 Reappointed 11/16/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Dennis Wright	Precinct 3	1/8/2008 Reappointed 11/16/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Warren Hassinger	Precinct 3	2/10/2009 reappointed 1/4/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	John Linton	Precinct 3	11/16/2010 reappointed 1/4/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Steve Albert	Precinct 3	2/9/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Nell Penridge	Precinct 3	2/9/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Jerry Stein	Precinct 3	2/9/2010 reappointed 1/10/2012	12/31/2013	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Barker Keith II	Precinct 3	2/24/2009 reappointed 12/7/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Paula S. Barr	Precinct 3	2/24/2009 reappointed 12/7/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #08 (Pedernales)	Mike Claypool	Precinct 3	7/28/2009 reappointed 12/7/2010	12/31/2012	Two Year Term
Emergency Services District #08 (Pedernales)	Edward Walker	Precinct 3	7/28/2009 reappointed 12/7/2010	12/31/2012	Two Year Term

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #08 (Pedernales)	Sharon Seligman	Precinct 3	2/9/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #08 (Pedernales)	Johnny Hill	Precinct 3	6/15/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #08 (Pedernales)	Mike Pearson	Precinct 3	1/8/2008 Reappointed 2/9/10	12/31/2011	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Kirt Kiester	Precinct 3	7/19/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Krista Moy	Precinct 3	2/9/2010 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Dr. Tad Davis	Precinct 3	12/21/2010 effective 1/1/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Steve Scheffe	Precinct 3	11/17/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	John Hogg	Precinct 3	2/9/2010 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Todd Crickmer	Precinct 3	2/10/2009 reappointed 10/11/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Tina Romanella De Marquez	Precinct 3	2/1/2011 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Lainey Melnick	Precinct 3	1/4/2011 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	John Jackson	Precinct 3	2/10/2009 reappointed 10/11/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Tres Childress	Precinct 3	2/10/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	Carolina Sarabia	Precinct 4	12/1/2004	12/31/2006	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	Shelly Grammer	Precinct 4	12/1/2004	12/31/2006	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #11 (SETCO)	Tim Rinehart	Precinct 4	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	James Elman	Precinct 4	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	Jerry Staton	Precinct 4	2/23/2010	12/31/2011	
Emergency Services District #12 (Manor)	Jesse Arellano	Precinct 1	1/19/2010 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Giles Garmon	Precinct 1	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Michael Gobert	Precinct 1	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Ronald O. Fowler	Precinct 1	6/1/2010 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Clemente A. Zabalza	Precinct 1	1/19/2010 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #13	Gary Johnson	Precinct 1	1/1/2008 reappointed 12/27/11	12/31/2013	appointed 2-26-08; reappointment effective 1/1/2010
Emergency Services District #13	Cliff Kessler	Precinct 1	1/1/2008 reappointed 12/27/11	12/31/2013	appointed 2-26-08; reappointment effective 1/1/2010
Emergency Services District #13	Marilyn Samuelson	Precinct 1	3/3/2009 reappointed 1/4/2011	12/31/2012	
Emergency Services District #13	Jarrel Larson	Precinct 1	3/31/2009 reappointed 1/4/2011	12/31/2012	
Emergency Services District #13	David Erickson	Precinct 1	3/3/2009 reappointed 1/4/2011	12/31/2012	
Emergency Services District #14 (Volente)	William Brandon Tanous	Precinct 3	1/1/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #14 (Volente)	Thomas Paul Stevenson	Precinct 3	7/28/2009 reappointed 1/4/2011	12/31/2012	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #14 (Volente)	Al Blunt	Precinct 3	11/3/2009 Reappointed 3/16/10	12/31/2011	Two Year Term expiring in December
Emergency Services District #14 (Volente)	Suellen Jordan	Precinct 3	Reappointed 3/16/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #14 (Volente)	Lonnie Moore	Precinct 3	1/8/2008 Reappointed 3/16/10	12/31/2011	Two Year Term expiring in December
Emergency Wireless Communications Coordinating Board (EWCCB)	Executive Manager, TC Emergency Services	Commissioners Court	2/20/2007	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	TCSO representative	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	TC Emergency Services	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	Executive Manager ITS	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	Executive Manager TNR	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	Representative for the five Constables	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Envision Central Texas Committees	Transportation and Land Use Integration – TNR County Executive, Economic Development Coordination - PBO County Executive, Housing and Jobs Balance - Corporations Administrator, Open Space Funding Plan – TNR County Executive, Social Equity - HHS County Executive	Commissioners Court	3/22/2005	continuous	

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Fire Code Board of Review, Travis County	vacant -Fire Marshal's office is currently working on this vacancy	Court Appointment			Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. Of the first members appointed, two shall be appointed for a 1 year term, two shall be appointed for a 2 year term, and one shall be appointed for a 3 year term years.
Fire Code Board of Review, Travis County	Curtis Cline	Court Appointment	8/8/2006 reappointed 10/5/2010	10/31/2014	Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. First appointed to 1 year term, then reappointed 4 years.
Fire Code Board of Review, Travis County	William Wisko	Court Appointment	8/8/2006 reappointed 10/5/2010	10/31/2014	Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. First appointed to 1 year term, then reappointed 4 years.
Fire Code Board of Review, Travis County	vacant - Fire Marshal's office is currently working on this vacancy	Court Appointment	6/26/2007	6/30/2011	Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. Of the first members appointed, two shall be appointed for a 1 year term, two shall be appointed for a 2 year term, and one shall be appointed for a 3 year term years.
Fire Code Board of Review, Travis County	John G. Ekerdt	Court Appointment	6/26/2007	6/30/2011	**Fire Marshals office will be submitting reappointment in near future.** Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. Of the first members appointed, two shall be appointed for a 1 year term, two shall be appointed for a 2 year term, and one shall be appointed for a 3 year term years.
Fire Marshal	Herschel Noel Lee	Commissioners Court	5/12/2009 reappointed 05/17/2011	5/31/2013	Two Year Term - appointed by CC - effective 5/19/2009

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Greater Austin Area Telecommunications Network Board	Walter LaGrone	Commissioners Court	10/1/2000		appointment not found in Comm Court records; he said he was appointed in Oct-2000; Two year terms expiring two years from date of appointment
Green Committee	Jon White, TNR; Charles Williams, TNR; Representative from TNR Road Maintenance and Fleet Services division; Representative from Purchasing Agent; Representative from County Auditor; Representative from Sheriff's Office; Representative from Constable Pct 5; Jessica Rio, PBO; and Roger El-Khoury, Facilities	Commissioners Court	10/28/2008		Committee Sponsored by Commissioner Eckhardt and Commissioner Gomez
Historical Commission, Travis County	H. William (Bill) Beare Jr.	County Judge	3/3/2009 reapointed 1/18/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Vonnye Rice-Gardner	County Judge	3/3/2009 reappointed 1/18/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	David White	County Judge	1/18/2011 reappointed 1/18/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Patti Byler Hansen	County Judge	3/3/2009 reappointed 1/18/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Evelyn A. Williams	Precinct 1	12/19/2006	1/31/2009	Two year appointments; established appointment date - January of odd numbered years - for two-year terms

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Historical Commission, Travis County	Faith Y. Weaver	Precinct 1	9/22/2009	1/31/2011	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Anita Howard	Precinct 1	12/19/2006	1/31/2009	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Bruno C. Schmidt	Precinct 1	12/19/2006	1/31/2009	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Adrienne Isom	Precinct 1	3/17/2009 reappointed 2/1/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Margarine G. Beaman	Precinct 1	2/17/2009 reappointed 1/25/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Carolyn L. Jones	Precinct 1	2/17/2009 reappointed 1/25/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Marjorie Alford	Precinct 2	10/27/2009 reapointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Rosemary Morrow	Precinct 2	2/24/2009 reappointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Nora Jackson	Precinct 2	2/24/2009 reappointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Laraine Lasdon	Precinct 2	2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	May Schmidt	Precinct 2	2/24/2009 reappointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Barry Hutcheson	Precinct 3	12/18/2007 reappointed 2/22/2011	12/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Sarah Harriman	Precinct 3	10/9/2007 reappointed 2/22/2011	12/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Historical Commission, Travis County	Martha Moulthrop	Precinct 3	4/14/2009 reappointed 2/22/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Nancy Hamilton	Precinct 3	4/14/2009 reappointed 2/22/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Robert Perkins	Precinct 4	3/29/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	James "Bob" Ward	Precinct 4	9/4/2007 reappointed 1/18/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Jane Manaster	Precinct 4	9/4/2007 reappointed 1/18/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Hospital and Insurance Fund, Travis County - Employees Appeal Committee	Frances McGinnis, APN and Shirley J. Brown, Rn, MBA	Court Appointment	9/27/2005	continuous	
Housing Authority of Travis County	Willie S. Anderson (County Judge)	Court Appointment	5/31/2011	5/31/2013	**Resident member**; Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
Housing Authority of Travis County	Melvin Wrenn (Precinct 1)	Court Appointment	10/13/1998	8/31/1999	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
Housing Authority of Travis County	Sarah Dale Anderson (Precinct 2)	Court Appointment	10/26/2010	8/31/2011	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Housing Authority of Travis County	Philip W. Barnes (Precinct 3)	Court Appointment	9/8/2009 reappointed 10/25/2011	9/30/2013	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
Housing Authority of Travis County	Richard Moya (Precinct 4)	Court Appointment	7/1/2003	7/31/2005	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
I-35 Segment Corridor Committee (TxDot Committee)	County Executive, TNR	Court Appointment	5/13/2008		
Local Health Authority	Dr. Philip P. Huang	Court Appointment	4/7/2008 reappointed 4/6/2010		appointed 3/4/08. Serves until Reappointed. Nominated by Dir. A/TC Health Department
Local Health Authority - Alternate	Dr. Paul R. Hinchey	Court Appointment	4/6/2010		
Local Health Authority - Alternate	Dr. Birch Duke Kimbrough	Court Appointment	4/7/2008 reappointed 4/6/2010		appointed 3/11/08. Serves until Reappointed. Nominated by Dir. A/TC Health Department
Local Health Authority - Alternate	Dr. Edward M. Racht	Court Appointment	4/7/2008		appointed 3/4/08. Serves until Reappointed. Nominated by Dir. A/TC Health Department
Medical Examiner, Travis County	David Dolinak, M.D.	Court Appointment	7/5/2006	continuous	
Parke Owners Association, Board of Directors	Environmental Specialist, TNR	Court Appointment	10/20/2009	continuous	(Jennifer Brown) County Staff appointed for land within the Balcones Canyonlands Preserve
Region 49 Texas 800 mhz Regional Review Committee	TCSO representative	Court Appointment	updated 1/12/2012	continuous	alternate (Michael Hemby)
Region 49 Texas 800 mhz Regional Review Committee	Wireless Communications Manager, Emergency Services	Court Appointment	updated 1/12/2012	continuous	Voting Member (Brad Beardon)
Regional Radio System (RSS) Governing Board (Voting Member)	County Executive, Emergency Services	Court Appointment	updated 1/12/2012	continuous	Danny Hobby
Robert Mueller Development Tax Increment Reinvestment Board	Executive Manager PBO	Court Appointment	updated 1/12/2012		
Robert Mueller Development Tax Increment Reinvestment Board	Budget Director, PBO	Court Appointment	updated 1/12/2012		alternate (Leroy Nellis)

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Seaholm Tax Increment Financing TIF Reinvestment Zone Board	Executive Manager PBO	Court Appointment	updated 1/12/2012		
Security Committee	Michael Hemby, TCSO; Robert Mills, TCSO; Roger El-Khoury, Facilities; Lloyd Evans, Facilities; Frank Esparza, ITS; Hershel Lee, Fire Marshal; Pete Baldwin, Emergency Mgmt; Tonya Arnecke Watson, Courts; Belinda Powell, PBO; Rosie Ramon-Duran, Probation; Sally Hernandez, District Attorney; and Chuck Watt, HRMD	Commissioners Court	updated 1/12/2012		received updates from Michael Hemby 1/12/12
Strategic Housing Finance Corporation Board of Directors	Willie S. Anderson	County Judge	5/31/2011	5/31/2017	6 year terms
Strategic Housing Finance Corporation Board of Directors	Craig Alter	Court Appointment	11/9/2004	11/30/2010	6 year terms
Strategic Housing Finance Corporation Board of Directors	Joe Albert Ramos	Court Appointment	11/9/2004	11/30/2010	6 year terms
Strategic Housing Finance Corporation Board of Directors	Melvin Wrenn	Precinct 1	6/1/2004	6/30/2010	6 year terms
Strategic Housing Finance Corporation Board of Directors	Sarah Dale Anderson	Precinct 2	11/16/2010	8/31/2011	6 year terms
Strategic Housing Finance Corporation Board of Directors	Ofelia Elizondo	Precinct 3	7/5/2005 reappointed 10/25/2011	7/31/2012	6 year terms; appointment specifically says to expire July 2007.
Strategic Housing Finance Corporation Board of Directors	Richard Moya	Precinct 4	6/1/2004	6/30/2010	6 year terms
Travis Central Appraisal District Board	Shellda D. Grant (Precincts 1 and 4)	Court Appointment	8/23/2011	12/31/2012	Two Year Term
Travis Central Appraisal District Board	James Adkins (Precincts 2 and 3)	Court Appointment	10/9/2007 reappointed 12/13/2011	12/31/2013	Two Year Term
Vehicle User Committee	?????	Court Appointment			

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Waller Creek Citizens Advisory Committee	Jene Mather	Court Appointment	10/16/2007	continuous	
Waller Creek Tax Increment Financing Reinvestment Zone #17	County Executive, PBO	Court Appointment	2/8/2011		County Representative
Waller Creek Tax Increment Financing Reinvestment Zone #17; Alternate	Budget Director, PBO	Court Appointment	2/8/2011		Alternate, (Leroy Nellis)
Appointments highlighted in yellow are Tier 1 Court Appointments					

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Council of Governments - CAPCOG - Clean Air Coalition	Judge Biscoe		1/10/2012		
Capital Area Council of Governments - CAPCOG - 911 Task Force	911 Communications Manager		updated 1/12/2012	continuous	Chris Wallace for TCSO
Capital Area Council of Governments - CAPCOG - 911 Task Force	Wireless Communications Manager, TC Emergency Services		updated 1/12/2012	continuous	Brad Bearden for TC Emergency Services
Capital Area Council of Governments - CAPCOG - 911 Task Force	911 Communications Manager		updated 1/12/2012	continuous	Stacy Pyle for Pflugerville Police Dept.
Capital Area Council of Governments - CAPCOG - Aging Advisory Council	Marvin Massie	County Judge	6/4/2002	continuous	According to CAPCOG, they serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Aging Advisory Council	Fred Lugo	Precincts 1 and 4	2/27/2001	continuous	According to CAPCOG, they serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Aging Advisory Council	Joyce Lauck	Precincts 2 and 3	8/7/2001	continuous	According to CAPCOG, they serve until they resign or are not recommended by the Executive Committee
Capital Area Regional Transportation Planning Organization (CARTPO)	Caroline Murphy	Court Appointment	5/22/2007	continuous	Mayor of City of Bee Caves
Capital Area Regional Transportation Planning Organization (CARTPO)	Joe Sanchez	Court Appointment	6/5/2007	continuous	Mayor of City of Manor
Capital Area Regional Transportation Planning Organization (CARTPO)	Karen Huber		1/1/2011		Commissioner, Travis County
Capital Area Regional Transportation Planning Organization (CARTPO) - ALTERNATE	Victor Gonzales	Court Appointment	6/5/2007	continuous	Council Member, City of Pflugerville

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Council of Governments - CAPCOG - Criminal Justice Advisory Committee	Vacant			continuous	They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Criminal Justice Advisory Committee	Phyllis Clair	County Judge	11/19/2002	continuous	They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Criminal Justice Advisory Committee	Abraham Minijarez		8/9/2005	continuous	Travis County Mental Health Representative; They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - General Assembly Member	Flynn Lee	Court Appointment	1/22/2002	continuous	
Capital Area Council of Governments - CAPCOG - Geographic Information Systems Planning Council	Charles Knuth		5/1/2010	continuous	not formally appointed; They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Geographic Information Systems Planning Council	David Shore, TNR	Court Appointment	8/25/2009	continuous	Court appointed 8-25-09
Capital Area Council of Governments - CAPCOG - Homeland Security Task Force	Pete Baldwin		1/1/2003	continuous	not formally appointed; They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Chris Bratton	Precincts 1 and 4	6/1/2010		
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Dennis James	Precincts 2 and 3	3/8/2005	continuous	Civilian Appointee

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Emmett Eary	Precincts 2 and 3	5/4/2004	continuous	Civilian Appointee
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Vacant			continuous	Law Enforcement appointee
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Charles Hooker		2/1/2006	continuous	Law Enforcement appointee, from Pflugerville PD; cannot find where Comm Ct appointed him; they say he was appointed in Feb-2006
Capital Area Council of Governments - CAPCOG - Solid Waste Advisory Committee	John White, TNR	Court Appointment	11/1/2007	continuous	nominated by Comm Court; appointed by CAPCOG Executive Committee
Capital Area Council of Governments - CAPCOG - Solid Waste Advisory Committee	Melinda Mallia, TNR	Court Appointment	2/1/1996	continuous	nominated by Comm Court; appointed by CAPCOG Executive Committee
Orange - Has been updated to match the Committee List from CAPCOG					

2012 Commissioners Court Assignments to Board and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Anti-Defamation League Hate Crimes Task Force			
Austin City Council, Austin Independent School District Board of Trustees, and Travis County Commissioners Court Joint Subcommittee	Judge Biscoe and Commissioner Gómez	1/25/2011	first appointed January 13, 2009
Bail Bond Board	Judge Biscoe	1/25/2011	
Balcones Canyonlands Conservation Plan Coordinating Committee	Commissioner Huber	1/25/2011	
Capital Area Council of Governments - CAPCOG - Executive Committee Board	Commissioner Eckhardt and Commissioner Huber	1/10/2012	
Capital Area Council of Governments - CAPCOG - General Assembly Member	Judge Biscoe, Commissioner Davis and Commissioner Huber	1/25/2011	
Capital Area Metropolitan Planning Organization - CAMPO	Judge Biscoe, Commissioner Eckhardt, and Commissioner Huber	1/25/2011	
Capital Area Regional Transportation Planning Organization (CARTPO)	Commissioner Gómez	1/10/2012	Each county in the 10-county CAPCOG region may choose three (3) elected officials to serve as voting members. Individual counties are encouraged to include at least one municipal representative in their voting membership. They serve until replaced, resign or no longer qualify.
Capital Area Rural Transportation System (CARTS)	Commissioner Gómez	1/25/2011	
City of Austin/Travis County Subcommittee	Commissioner Huber and Commissioner Gómez	1/25/2011	To coordinate Intergovernmental issues.
Clean Air Coalition	Judge Biscoe	1/25/2011	
Clean Air Force	Commissioner Davis	1/25/2011	Commissioner Eckhardt alternate
Community Action Network (CAN)	Judge Biscoe and Commissioner Eckhardt	1/25/2011	

2012 Commissioners Court Assignments to Board and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Community Justice Council	Commissioner Gómez	1/25/2011	Per Chapter 76 Texas Government Code; a county commissioner or a county judge from a county served by the department, chosen by the County Commissioners and county judges of the counties served by the department;
Conference of Urban Counties Policy Committee	Commissioner Eckhardt (Commissioner Gómez alternate)	1/25/2011	Commissioners Eckhardt and Gómez have been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007
Downtown Austin Alliance	Commissioner Huber (Commissioner Eckhardt alternate)	11/15/2011	As a result of redistricting, Comm. Huber is taking on this appointment. Commissioners Eckhardt and Gómez have been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007
Greater Austin-San Antonio Corridor Council, The	Commissioner Huber	1/25/2011	Comm Huber is an Executive Committee member
Juvenile Agency Coordinating Subcommittee of the Community Justice Council	Commissioner Davis	1/25/2011	
Juvenile Board	Judge Biscoe	1/25/2011	
Lone Star Rail District	Commissioner Huber	1/25/2011	Two year terms to expire February 1, 2011; formerly Austin-San Antonio Intermunicipal Commuter Rail District Board of Directors

2012 Commissioners Court Assignments to Board and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Oversight Board for the Offices of Child and Parent Representation	Judge Biscoe and Commissioner Eckhardt	1/25/2011	Formed to provide operational oversight & guidance to the PDO-CR and to resolve any conflicts of interest that may occur between the PDO-CR and the Office of Parental Representation. (PDO-PR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; (4) one representative of the Texas Department of Family and Protective Services.
Pflugerville/Travis County Subcommittee of Elected Officials	Judge Biscoe and Commissioner Eckhardt	1/25/2011	To coordinate Intergovernmental issues.
Purchasing Board	Judge Biscoe and Commissioner Huber	1/25/2011	

2012 Internal Court Subcommittees of the Commissioners Court

Internal Court Subcommittee	Appointee	Date Appt'd.	Miscellaneous Information
CORPORATIONS -Travis County Housing Finance Corporation; Travis County Health Facilities Development Corporation; Capital Health Facilities Development Corporation; Capital Industrial Development Corporation; Travis County Development Authority; Travis County Cultural Education Facilities Finance Corporation	President, Judge Biscoe; Vice President, Commissioner Eckhardt; Secretary, Commissioner Gómez; Treasurer, Commissioner Huber; Assistant Secretary, Commissioner Davis	1/25/2011	
E-Government Committee	Commissioner Eckhardt and Commissioner Gómez	1/25/2011	
EMS Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/25/2011	
Exposition & Heritage Center Subcommittee	Judge Biscoe and Commissioner Davis	1/25/2011	
Investment Advisory Committee	Commissioner Eckhardt and Commissioner Huber	1/25/2011	
ITS Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/10/2012	
Legislative Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/25/2011	originally appointed Feb 2007
Organizational Planning Team	Judge Biscoe and Commissioner Huber	1/17/2012	
Oversight Committee - Administrative Operations	Commissioner Davis and Commissioner Gómez	1/25/2011	Two by Two meeting with Staff to discuss department related issues

2012 Internal Court Subcommittees of the Commissioners Court

Internal Court Subcommittee	Appointee	Date Appt'd.	Miscellaneous Information
Oversight Committee - Health and Human Services	Judge Biscoe and Commissioner Davis	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Justice and Public Safety	Judge Biscoe and Commissioner Gómez	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Planning and Budget	Judge Biscoe and Commissioner Gómez	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Transportation and Natural Resources - Pct 1 & Pct 3	Commissioner Huber and Commissioner Davis	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Transportation and Natural Resources - Pct 2 & Pct 4	Commissioner Gómez and Commissioner Eckhardt	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Space Planning Committee	Commissioner Eckhardt and Commissioner Gómez	1/25/2011	formerly Capital Improvement Planning Committee; revised 01-10-06 to include only 2 court members
State Highway 130 Subcommittee			Committee eliminated 1/25/11

Travis County Commissioners Court Agenda Request

Meeting Date: January ~~10~~ 17, 2012
Prepared By/Phone Number: Elizabeth Montgomery, 854-3124
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on revisions to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:
John Hille, County Attorney, 854-9513

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808

TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

TAMARA ARMSTRONG

JAMES M. CONNOLLY

DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

January 5, 2012

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

Re: Committees and Boards Policy; Our File No. 61.561

Dear Judge Biscoe:

Enclosed you will find the revisions to Section 1.017 of the County Code, dealing with Appointments to Committees and Boards. I believe I have captured the direction the Commissioners Court provided on December 13, 2011.

I am providing you these changes along with several others to Chapter One that have been requested or are needed due to changes in County practice. Please contact me if you have any questions or comments on the Policy.

Sincerely,

John C. Hille, Jr.
Director, Transactions Division

JCH:erm

263573-1

Style Definition: Body (A)

Chapter 1. Commissioners Court Rules of Procedure

Table of Contents:

1.001 Intent of Rules
1.002 Meeting Place and Times
1.003 Preparation of Court Agenda
1.004 General Rules
1.005 Amending or Suspending Rules
1.0051 Amending this ~~Policies, Procedures, and Regulations Manual~~Travis County Code
1.0052 The Official Copy of the Travis County Code~~Policies, Procedures, and Regulations Manual~~
1.006 (Available for Expansion)
1.007 Road District Policy Procedures (Attached)
1.008 Partial/Periodic Reduction of Performance Security
1.009 – 1.012 (available for expansion)
1.013 Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers
1.014 Robert's Rules of Order
1.015 (available for expansion)
1.016 Department Reorganization Guidance Procedures
1.017 Commissioners Court Appointments to Committees and Boards
1.018 Program Resolution Establishing Travis County Risk Management Fund
1.019 County Vehicle Usage Policy
1.020 Policy for Naming New Travis County Facilities
1.021 Policy for Naming County Parks and Park Facilities

1.001 Intent of Rules[1]

The following Rules of Procedure are adopted by the Travis County Commissioners Court as directory rules to promote the orderly conduct of its business and to make its formal methods of operation known to citizens who have business before the Court.

1.002 Meeting Place and Times[2]

(a) The Commissioners Court will meet routinely in the Commissioner's Courtroom, 1st Floor, Travis County Administration Building, 314 W. 11th Street, Austin, Texas. Commissioners Court, Executive Sessions, Public Hearings and other special meetings may be held at the following locations: Travis County Courthouse, 1000 Guadalupe, Travis County Courthouse Annex, N.L. Gault Building, 1010 San Antonio, City Council Chambers of all municipal governments in Travis County and School Board meeting rooms of all school districts in Travis County.

(b) The Commissioners Court will meet in a Voting Session at 9:00 a.m. on Tuesdays, unless special notice is given to the contrary.

---

[1] Sections 1.001 through 1.004 amended 2/3/1998, Item 3
[2] Sections 1.001 through 1.004 amended 2/3/1998, Item 3

1.003 Preparation of Court Agenda [3] [4]

(a) Voting Session

(1) Requests for items to be placed on the Court's Voting Session Agenda must be received in the office of the County Judge, 5th floor, Travis County Administration Building, by 12:00 noon on Tuesdays, seven (7) days in advance of the Voting Session.

(2) An item to be considered by the Commissioners Court must be placed on the agenda by a member of the Court. The item must be presented to the Court member in the following manner:

(A) With an explanatory memorandum, in standard briefing format, from an County Executive ~~Manager~~ or an Elected Official, or, in the case of (1) purchases of items to be used by all departments and offices, or (2) a purchase wherein the County Executive ~~Manager~~ or Elected official requests that a routine item be handled by the Purchasing Agent, from the Purchasing Agent;

(B) If the agenda item is a purchase of a good or service, then it shall include documentation to reflect review and approval from the Purchasing Agent;

(C) If the agenda item involves a budget revision, then it shall include documentation to reflect review and comment from the Planning and Budget Office;

(D) If the agenda item involves a contract or needs a legal opinion to support the action proposed, then it shall include documentation to reflect review and comment from the County Attorney's Office;

(E) Commitment that all witnesses and individuals affected by the item, as determined by the Court member, have been notified the item will be placed on the agenda; and

(F) With a copy of any document required to implement the item that requires signature of the Judge or all members of the court.

(3) Requests to place items on the Court's agenda must be made ~~in writing~~ on a form provided by the County Judge's Office for that purpose.

(4) Written materials to be reviewed by the Commissioners Court in Voting Session must be submitted to the County Judge's Office in

---

[3] Sections 1.001 through 1.004 amended 2/3/1998, Item 3

[4] Sections 1.003 and 1.004 amended 9/4/2001, Item 32.

completed form at the time the item is requested to be placed on the Court's agenda.

(5) Each Voting Session agenda will include an item called "Citizen's Communication". Citizens do not have to turn in agenda items before the Voting Session, but should appear in person at the session.

(6) The County Judge's office will prepare and distribute the Voting Session Agenda on Thursday preceding the date of the Voting Session. The County Judge's office will also distribute the agenda and all backup material to the commissioners Court no later than Thursday prior to the date of the Voting Session. An electronic version of the agenda will also be distributed by Thursday at 5:00 p.m. At least one copy of this backup material will be available for the public to review in the office of the County Judge.

(7) The County Judge's office will ensure compliance with the provisions of the Texas Open Meetings Law in posting notices of all the Court's meetings.

(8) The County Judge may group routine items without controversy together on the Court's Voting Session Agenda as "Consent Items", which items may be approved by the Court on a single motion and vote.

(A) Prior to consideration of the "Consent Items" the County Judge, or presiding member of the Court, will honor any request from any Court Member that an item be removed from the Consent Items and separately considered by the Court.

(B) Each Voting Session agenda item may, after discussion, be designated as "Consent", if appropriate, and included in the consent motion of the appropriate Voting Session. However, any single court member may prevent an item from being included in the Voting Session consent motion.

(9) Items that are likely to be discussed in Executive Session may be grouped on the agenda with an indication under which provisions of the Texas Open Meetings Law the Executive Session will be heard.

(10) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original documents of such contracts or agreements requiring County Judge or Commissioners Court signatures must be submitted no later than 12:00 noon on the Monday before the meeting.

1.004 General Rules[5 6 7]

(a) Person who gives testimony to the Commissioners court in Voting Session must first identify themselves by name and who, if anyone, or entity, they represent.

(b) All Voting Session, Public Hearings, and meeting of the Commissioners Court will be digitally~~audio tape~~ recorded and such recordings~~tapes~~ will be available for review by the public in the ~~office of the County Clerk~~Records Management Department for at least two years from the date of the meeting.

(c) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original copies of such contracts or agreements for signatures must be submitted at the time they are placed on the Court's agenda.

(d) ~~Except for Executive Sessions, all Voting Sessions, Public Hearings, and meetings of the Commissioners Court will be tape recorded and such tapes will be available for review by the public in the office of the County Clerk for at least two years from the date of the meeting.~~

(~~e~~d) Except for consultation with its attorneys under the provisions of Government Code section 551.071, all Executive Sessions of the Commissioners Court will be tape recorded and the recording shall be sealed and delivered to the custody of the County Treasurer to be held for at least two years from the date of the meeting. Tapes of Executive Session may only be reviewed as provided by law.

1.005 Amending or Suspending Rules

(a) These rules may be amended by majority vote of the Commissioners Court meeting in Voting Session.

(b) A rule may be suspended by majority vote of the Commissioners Court.

1.0051 Amending this Travis County Code~~Policies, Procedures, and Regulations Manual~~[8]

(a) This Travis County Code~~Policies, Procedures, and Regulations Manual~~ may, from time to time, be amended by order of the Commissioners Court of Travis County. All action to amend this Travis County Code~~Policies, Procedures,~~

---

[5] Section 1.004 amended 4/8/1997, Item 6.

[6] Sections 1.001 through 1.004 amended 2/3/1998, Item 3

[7] Section 1.004 (a) amended 9/4/2001.

[8] Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9

and Regulations Manual shall conform to the requirements of this section and to all other requirements imposed by law, including all the requirements of this Travis County CodePolicies, Procedures, and Regulations Manual.

(b) Definitions. For the purposes of this section

(1) "Amendment" means any creation of a new policy, procedure, or regulation or an addition to or change of an existing policy, procedure, or regulation.

(2) "Policy" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of one or more officials or employees of Travis County.

(3) "Procedure" means those rules of operation or administration adopted by the Commissioners Court for the purpose of standardizing the accomplishment or implementation of any policy or regulation.

(4) "Regulation" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of persons generally, regardless of whether they are officials or employees of Travis County.

(c) Neither the Commissioners Court nor any of its employees shall take any action or make any attempt to enforce any policy or procedure which is not included in this Travis County CodePolicies, Procedures, and Regulations Manual.

(1) Regulations not contained in this Travis County CodePolicies, Procedures, and Regulations Manual may be enforced by the Commissioners Court and its employees, if such regulations are otherwise enforceable as a matter of law.

(2) Any employee of the Commissioners Court who becomes aware of the existence of a regulation which is not included in this Travis County CodePolicies, Procedures, and Regulations Manual shall immediately request that an agenda item be placed on the next available Commissioners Court agenda to amend this Travis County CodePolicies, Procedures, and Regulations Manual to include such unincluded regulation, in accordance with the procedures outlined in this section and in accordance with §1.003 hereof.

(d) Procedure for amending this Travis County Code Policies, Procedures, and Regulations Manual.

(1) Any Travis County official or employee desiring to amend this Travis County CodePolicies, Procedures, and Regulations Manual shall prepare the desired amendment in writing. The desired amendment

shall conform to this Travis County CodePolicies, Procedures, and Regulations Manual in form, style, and numbering system.

(2) The official or employee is encouraged to:

(A) Submit draft copies of the desired amendment to all other Travis County officials, County eExecutive managers, or department heads whose offices, areas of responsibility, or departments may or will be affected by the desired amendment and solicit their comments and advice concerning the desired amendment;

(B) Request the County Attorney to conduct a substantive legal review of the desired amendment; and

(C) Prepare an analysis of the fiscal impact the desired amendment is expected to have on the various budgets of Travis County and submit with the desired amendment a statement of any such expected fiscal impact.

(3) The official or employee shall submit the desired amendment to the Travis County Attorney in writing on paper and in Microsoft Word formaton three and one-half-inch, high-density computer disk or disks in ASCII format. If possible, the desired amendment should be submitted to the Travis County Attorney in Microsoft WordWordPerfect for Windows format.

(4) The Travis County Attorney shall review the desired amendment to insure that it conforms to this Travis County CodePolicies, Procedures, and Regulations Manual in form, style, and numbering system.

(A) If the Travis County Attorney finds that the desired amendment fails in any way to conform to the form, style, or numbering system of this Travis County CodePolicies, Procedures, and Regulations Manual, the Travis County Attorney shall return it to the official or employee together with written advice concerning the way or ways in which it fails to conform or, at the discretion of the Travis County Attorney and with the consent of the official or employee, the Travis County Attorney may change the desired amendment to conform to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual.

(5) If the desired amendment conforms to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual, the Travis County Attorney shall forward the paper and Microsoft Wordcomputer disk copies of the desired amendment to the Travis County Judge or, at the request of the official

or employee, to another member of the Commissioners Court, together with a written opinion that the desired amendment conforms to the form, style, and numbering system of this Travis County Code~~Policies, Procedures, and Regulations Manual~~ and a request that it be placed on the agenda of the Commissioners Court on a date selected by the official or employee desiring the amendment. Neither the opinion regarding conformity to form, style, and numbering system nor the agenda request itself shall be construed to indicate that the Travis County Attorney has reviewed the substance of the desired amendment or that the Travis County Attorney supports the adoption of the desired amendment.

(6) Upon receipt of a desired amendment in writing on paper and Microsoft Word~~computer disk~~, together with the opinion of the Travis County Attorney regarding conformity to form, style, and numbering system and an agenda request, the Travis County Judge shall treat it as an agenda request pursuant to 1.003 hereof. The Travis County Judge shall not place a desired amendment on the agenda of the Commissioners Court unless he is in receipt of an opinion of the Travis County Attorney that the desired amendment conforms to the form, style, and numbering system of this Travis County Code~~Policies, Procedures, and Regulations Manual~~ and an agenda request therefore.

(7) Upon adoption of an amendment by the Commissioners Court, the Travis County Judge shall forward the amendment in writing on paper and Microsoft Word~~computer disk~~ to the Travis County Clerk, by immediately handing the paper and Microsoft Word~~disk~~ to the Clerk or her representative in the meeting room of the Commissioners Court.

(8) Upon receipt of an amendment from the Travis County Judge, the Travis County Clerk shall cause the amendment to be added to the official copy of this Travis County Code~~Policies, Procedures, and Regulations Manual~~.

1.0052 The Official Copy of the Travis County Code~~Policies, Procedures, and Regulations Manual~~[9]

(a) The Travis County Clerk shall be the custodian of the official copy of the Travis County Code~~Policies, Procedures, and Regulations Manual~~.

(b) The Travis County Clerk shall cause to be published copies of the Travis County Code~~Policies, Procedures, and Regulations Manual~~.

[9] Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9

(c) The Travis County Clerk shall make copies of the Travis County CodePolicies, Procedures, and Regulations Manual available to the public and to all Travis County officials and department heads.

(1) The Travis County Clerk shall charge members of the public an amount equal to the actual cost of publishing the copies of the Travis County CodePolicies, Procedures, and Regulations Manual which they receive.

(2) The Travis County Clerk shall withhold delivery of a copy of the Travis County CodePolicies, Procedures, and Regulations Manual to a member of the public until she has received the authorized charge therefore.

(3) In the event of any dispute about the actual cost of publishing, such actual cost of publishing shall be determined by the Travis County Auditor.

(d) Each time the Travis County Clerk distributes a copy of the Travis County CodePolicies, Procedures, and Regulations Manual, she shall determine whether the person to whom she is distributing the copy desires to receive any future amendments, as defined in section 1.0051(b)(1) hereof. Each person who desires to receive copies of future amendments shall be a "registered holder of the CodeManual" and shall receive a "registered copy of the CodeManual." The Travis County Clerk shall number each registered copy of the CodeManual. She shall keep an accurate record of the name and address of each registered holder of the CodeManual. Any registered holder of the CodeManual may change the name or address of the registered holder of their CodeManual or CodeManuals by written notification to the Travis County Clerk designating specifically the name and address of the new registered holder of each registered copy of the CodeManual by number of the copy.

(1) The Travis County Clerk shall charge an annual subscription fee to registered holders of the CodeManual who are not Travis County officials, County Eexecutive managers, or department heads, hereinafter referred to as "private registered holders."

(2) The annual subscription fee shall be in the amount estimated to be the actual cost of publishing and distributing the amendments.

(3) The Travis County Clerk shall refuse to deliver a registered copy of the CodeManual to a private registered holder, unless she receives the annual subscription fee for the first year in advance. At the beginning of subsequent years, she shall provide all private registered holders with a statement of the annual subscription fee for the coming year and shall not deliver amendments to any private registered holder for that year, unless she receives the annual subscription fee for that

year in advance. Any registered copies which have not received copies of the amendments for a period of one (1) year shall be deleted from the list of registered copies.

(4) In the event of dispute about the estimated cost of publishing and distributing the amendments, the estimated cost of publishing and distributing shall be determined by the Travis County Auditor.

1.006 (Available for Expansion)[10]

1.007 ~~Road District Policy Procedures (Attached)~~(Available for Expansion)[11]

1.008 Partial/Periodic Reduction of Performance Security

(a) The Travis County Judge is hereby authorized to execute statements of partial and/or periodic reductions of the amounts of letters of credit posted for the completion of subdivision street and drainage improvements when provided with the following:

(1) a Lender's certified statement of amounts paid for completed work;

(2) a Professional Engineer's certification of quantities of work completed;

(3) a contractor's receipt of payment for work completed;

(4) an inspection report from TNR~~P.I.T.D.~~ indicating the completion of that portion of the work represented by the Contractor's invoice;

(5) the approval of the Commissioner in whose precinct the subdivision is located; and

(6) the approval of the County Executive for TNR~~P.I.T.D. Director~~.

(b) The reduction shall be for no more than ninety percent (90%) of the estimated quantities of the work completed to County specifications and shall not exceed ninety percent (90%) of the construction security.

1.009 – 1.012 (available for expansion)[12]

1.013 Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers

The Tax Collector's Office will review all contract vendor/providers to determine whether the vendor/provider owes delinquent property taxes. (added 04/29/87)

---

[10] Section 1.006 was rescinded 9/7/1988, Item #8.

[11] See Chapter 83

[12] Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

1.014 Robert's Rules of Order

The Commissioners Court adopts Robert's Rules of Order as the official rules unless otherwise dictated by State law.

1.015 (available for expansion)[13]

1.016 Department Reorganization Guidance Procedures

(a) Problem Identification. In this phase, we would be presented with an explanation of problems which affect the performance and/or cost of the agency. Alternatives for solving those problems would be explored, and if reorganization was a possible solution, we would be given a specific explanation of why the administrative reorganization is the desired alternative.

(b) Assuming Phase A indicated that reorganization was appropriated, an organization chart would be developed which would result in the most functional and cost-effective approach. In this phase no consideration will be given to the existing personnel and their current job positions. The idea is to develop the best, most streamlined organization we can, without deliberately creating or eliminating positions based on the personalities currently employed by the agency. The budget and performance impact of the reorganization would be considered in adopting a reorganization plan. When the plan is adopted, formal job descriptions would be written (or amended) for the entire agency.

(c) Analyze Effect on Current Employees. Once an organization plan is adopted, the administrator of the department will report to the Commissioners Court what effect he/she believes the reorganization will have on current personnel. In other words, which employees are to be transferred to new positions, which employees may have a job description change, and which employees may not have jobs remaining after the reorganization is implemented. The Commissioners Court will encourage (but not require) that preference be given to current employees for new jobs to prevent lay-offs. Current employees should be given some extra credit applying for these jobs and should be given training if feasible to qualify for the jobs.

(d) Prepare Transition Plan. In addition to our Reduction-in-Force (RIF) Policy, a transition plan would be prepared showing when the reorganization would actually take effect (perhaps in stages), what changes (office moves, equipment, etc.) need to be made prior to implementation, training and orientation sessions, budget changes, and so forth. Notice would be given to

---

[13] Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

every employee explaining the effect of the reorganization on them and the date such change would occur.

1.017 Commissioners Court Appointments to Committees and Boards[14]

(a) Procedure for Appointing Court Members to Entities~~Soliciting Interested Applicants~~

(1) When any member of the Commissioners Court becomes aware of a committee vacancy, he/she shall notify the County Judge's office. The County Judge's office shall be the central repository for all committee information, including vacancies. In December of each year, the County Judge's office will provide a copy of the comprehensive list of appointments made by the Commissioners Court showing the name of the board or commission, the name~~, address, and phone number~~ of each appointee, ~~the name(s) of the nominating member(s) of the Commissioners Court,~~ and the date of expiration of each appointment.

(2) The County Judge will schedule an Item in January each year for the Commissioners Court to consider each appointment.

(b) Procedure for Appointing Member of the Public to Entities

(1) Uniform Appointment Process

(A) The Uniform Appointment Process (UAP) will be used for the following Boards and Committees:

1. Capital Metro Board of Directors
2. Central Texas Regional Mobility Authority Board of Directors
3. Integral Care Board of Directors
4. Central Health Board of Managers
5. Travis Central Appraisal District Board of Directors
6. Travis County Housing Authority

Formatted: Indent: Left: 0", First line: 0", Space Before: 0 pt

Formatted: Body (a)

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Indent at: 1.5"

Formatted: Body (1)

[14] Section 1.017 was amended 2/27/1996, Item 6

(B) Reappointments. Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall schedule a Commissioners Court Agenda Item for a Call for Applications as described below in (C), or in the case of an existing organization member, instruct the Coordinator for Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

Formatted: Indent: Left: 1.5", No bullets or numbering

(C) Call for Application.

(i) In all other cases other than the process set out in subsection (B) the Commissioners Court shall order a Call for Applications.

(ii) Should the Commissioners Court order a Call, Records Management will advertise on the County website the position offered, the position criteria required by statute, regulation or contract, the Standard Application, a description of this UAP, and any preferred qualification or skill sets desired by the Court. The position will be advertised for a period of one (1) month unless the Commissioners Court directs a different time period. Records Management may bi-annually, request the Commissioners Court to update the Standard Application and criteria for each position.

Formatted: Numbered + Level: 1 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Left + Aligned at: 2" + Indent at: 2.5"

(iii) Records Management will forward all applications received to IGR for processing.

(iv) IGR will coordinate with any County Executive(s) the Commissioners Court directs for an appointment.

(v) IGR and the County Executive(s) will verify the applicants meet the criteria and the deadlines; then short list the Applicants to a number of candidates for interview by the Commissioners Court; and forward the names to the County Judge.

(vi) The County Judge will schedule a Commissioners Court Agenda Item to determine a date(s) for interviews for the candidates which the Commissioners Court chooses to interview.

(vii) After interviews, the Commissioners Court may appoint an interviewee to the organization, or make another Call for Applications.

(viii) The Commissioners Courts motion to appoint or reappoint the member will include the beginning and ending dates of the term to which they are appointed.

Formatted: Body (1)

(2) All Other Appointments

Formatted: Body (1), Tab stops: 1.5", Left + 1.75", Left + 2.06", Left

~~(2)~~ (A) The County Judge's office, with the assistance of the Commissioner's offices, will ~~accept the responsibility of compiling~~ maintain a mailing list of all community, neighborhood, civic organizations, etc. whose memberships may be interested in serving on Travis County committees. This list will be used to notify interested persons of the Travis county committees, their purpose and current or upcoming vacancies, and to provide them with a contact for additional information. In addition to the mailing list, utilization of the county's media department, as well as featured media stories, would be made to further advertise committee information and vacancies.

~~(3)~~ (B) Application for appointment will be collected by any member of the Commissioners Court, with the original being provided to the County Judge's office for central record keeping purposes.

~~(4)~~ (C) Items regarding committee appointments will be routinely placed on the Commissioners Court agenda for action. Appropriate applications will be provided as back-up material prior to court action. The deadline for placing items on the Commissioners Court agenda will apply to the committee appointments as well.

~~(5) Posting of vacancies at various public locations may also be done.~~

~~(b)~~ (D) Procedure for Commissioners Court Appointments

Formatted: Indent: Left: 0.75", Hanging: 0.9", Space Before: 0 pt, Tab stops: 1.63", Left

~~(1)~~ (i) When the Court has five (or multiples of 5) appointments to make, each member of the Court will nominate one, or for multiples, an equal number.

~~(2)~~ (ii) When the Court has four (or eight) each Commissioner will nominate one (or equal number).

~~(3)~~ (iii) When the Court has three (six or nine) appointments to make, the County Judge will nominate one (two or three) the Commissioners from Precincts 1 and 4 will jointly nominate one

(two or three), and the Commissioners from Precincts 2 and 3 will jointly nominate one (two or three).

~~(4)~~ (iv) When the Court has two appointments to make, the Commissioners from Precincts 1 and 4 will jointly nominate one, and the commissioners from Precincts 2 and 3 will jointly nominate one.

~~(5)~~ (v) When the Court has one appointment to make, any member of the Court may nominate someone. To assist in this appointment, the County Judge's office will send a notice one month in advance of the expiration of such an appointee's term to the County Commissioners, indicating the name, position, and date the term expires. No sooner than two weeks after such notice is sent, but preferably prior to the expiration of the term, the County Judge will sponsor a generically worded item on the Commissioners Court agenda indicating the name of the board or commission on which there is a vacancy. During the Commissioners Court meeting on this agenda item, any member of the Commissioners Court can nominate someone for the appointment, which will then be voted upon by the Commissioners Court.

~~(6)~~ (vi) Regardless of who makes a nomination, all Court members will use their appointments to insure fair and appropriate representation of the community on boards and commissions.

1.018 ~~**Program Resolution Establishing Travis County Risk Management Fund**~~ **(Available for Expansion)**

1.019 County Vehicle Usage Policy[15]

(a) Administrative Responsibility

(1) The responsibility and authority to control use of County vehicles is assigned by the Commissioners Court to the Elected or Appointed Official or County Executive ~~Manager~~ to whom the vehicle has been appropriated. For example, the County Executive ~~Manager~~ for Health and Human Services is authorized to control the use of vehicles assigned to Health and Human Service, Veterans Service and Agrilife Extension departments, ~~and specifically to the Rural Community Action Program,~~ and the County Executive ~~Manager~~ for Transportation and Natural Resources is authorized to control the use of vehicles assigned to the central Vehicle Maintenance Program.

[15] Section 1.019 was replaced 11/25/08, Item 14.

(2) Subject to Chapter 40 of this Travis County Code~~Policies, Procedures, and Regulations Manual~~ relating to the use of county-owned passenger vehicles while off-duty, elected or appointed officials or County ~~e~~Executive ~~manager~~s decide which, if any, of their employees are authorized to take County vehicles home, based on the following criteria:

(A) Significant improvement in the efficiency and effectiveness of our service to the public through:

(i) After hours service

(ii) Less cost to taxpayers

(iii) Ability to respond in emergencies or to public safety issues.

(iv) Availability of specific equipment attached to County vehicles.

(3) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation or loss of justification.

(4) The elected or appointed officials or County ~~e~~Executive ~~manager~~s will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.

(5) County employees authorized to take home County vehicles will be identified to Commissioner's Court yearly, by each department, as part of the budget process.

(6) County employees who are authorized to take home vehicles shall not use such vehicles for personal use.

(b) Use by Other County Departments

(1) With the approval of the elected or appointed official or County ~~e~~Executive ~~manager~~ to whom a vehicle has been appropriated by the Commissioners Court, vehicles may be loaned to other County offices or departments for public purposes.

(2) When vehicles are loaned for a use outside the department to which they were appropriated by the Commissioners Court, the responsible department or office shall make a log showing the County office or department using the vehicle, the purpose and destination of the trip, the beginning and ending date and time of use, the beginning and ending odometer reading, and the name of the County employee(s) who will operate the vehicle.

(3) Use of vans by 4-H C.A.P.I.T.A.L. Project

(A) The Director of the Travis County AgriLife~~cultural~~ Extension Service shall be authorized by the Commissioners court to designate any person within the 4-H C.A.P.I.T.A.L. Project to drive vans owned by Travis County whether or not the person so designated is paid directly from Travis County funds.

(B) Any person so designated by the Director of the Travis ~~c~~County AgriLife~~cultural~~ Extension Service shall be deemed an "employee" of Travis county for the sole purpose of bringing such person within the scope of coverage under the Travis County Risk Management Organization and Administration Policy.

(C) Authorization shall continue in full force and effect until amended or revoked by the Travis County Commissioners Court.

(c) Prohibited Use

(1) County vehicles may not travel outside the State of Texas at any time.

(2) County vehicles may not be operated by anyone other than a current Travis County employee who holds a valid Texas driver's license as appropriate for the occasion.

(3) County vehicles may not be used if the State inspection has expired, or if in the judgment of County Executive ~~Manager~~ for Administrative Operations or responsible elected or appointed official or County ~~e~~Executive ~~manager~~, the vehicle is unsafe for use.

(4) Except as may be authorized by Chapter 40 of this Travis County Code~~Policies, Procedures, and Regulations Manual~~, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioner's Court. To enable emergency response after hours, an elected or appointed official or County ~~e~~Executive ~~manager~~ may authorize other County employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period.

(d) This □1.019 is subject to and shall be construed in accordance with Chapter 40 of this Code.

(e) Citations. A citation includes all written orders from law enforcement for vehicle violations including traffic violations, violations recorded by cameras at red lights and non-traffic or non-moving vehicle violations like parking violations for misdemeanor offences.

(1) An employee operating a county vehicle is responsible for obeying all laws related to operating and parking the vehicle.

(2) If a citation is issued as a result of the employee's failure to operate or park the County vehicle legally, the employee is responsible for notifying their immediate supervisor and providing their immediate supervisor with a copy of the citation within twenty-four hours.

(3) The immediate supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the entity issuing the citation to inform that entity that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for any penalties resulting from the citation.

(4) The employee is responsible for paying for all the penalties resulting from the citation received, including fines, fees, penalties, court costs and any other related penalties.

(5) Failure to report citations and/or failure to pay citations will lead to disciplinary action up to and including termination.

(6) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive ~~Manager~~.

(f) Use of Toll Road

(1) Only authorized County emergency vehicles may use toll roads. Elected and Appointed Officials shall annually submit a list of emergency vehicles authorized to use toll roads to the County Fleet Manager. The County Fleet Manager submits this list to the appropriate Toll Authorities.

(2) County Employees using non-emergency County Vehicles on official County Business are expected to use alternative non-toll routes. If an employee uses a toll road for either official County business or other approved use, the employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.

(3) If an employee uses a personal vehicle on County business, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.

(4) If an employee incurs charges resulting from the unauthorized use of toll roads that result in a liability to Travis County, including tolls,

invoice fees, fines, court cost and any other related penalties; the employee is responsible for paying for them. The employee is responsible for informing their immediate Supervisor of any possible charge or penalty and providing their immediate supervisor with a copy of any citation within twenty-four hours.

(5) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and sent it to the appropriate toll authority to inform it that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for the tolls and any penalties related to non-payment of tolls.

(6) Failure to pay tolls or report and pay citations resulting from non-payment of tolls may lead to disciplinary action up to and including termination.

(7) Unauthorized use of toll roads may lead to disciplinary action up to and including termination.

(8) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive ~~Manager~~.

1.020 Policy for Naming New Travis County Facilities[16]

(a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.

(b) Procedure

(1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.

(2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.

(3) If the recommendation is to name the facility after an individual, the following criteria must be met:

---

[16] Section 1.020 added 2/13/1996, item 4

(A) The individual must have made a significant contribution to Travis County.

(B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.

(4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.

(5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.

(6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.

(7) Once a final decision has been made, the Commissioners Court:

(A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.

(B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.

(c) Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

1.021 Policy for Naming County Parks and Park Facilities[17]

(a) Purpose: To establish a formal policy and process for county parks, facilities, fields, and trails, and for placing plaques, markers, and memorials within county parks.

(b) Objectives:

[17] Section 1.021 (written as 1.21 in the order) was added 4/25/2000, Item 10.A.

(1) Provide name identification for individual county parks.

(2) Provide name identification wherever appropriate for facilities and fields within the parks, and hike and bike trails.

(3) Provide citizen input into the process of naming parks and facilities.

(4) Insure that the Travis County Commissioners Court controls the naming of its public infrastructure and facilities.

(c) Criteria for Qualifying Names. Names should provide some of individual identity related to:

(1) The geographic location of the park, facility, or trail.

(2) An outstanding features of the park, facility, or

(3) Commonly recognized historical event, or individual verified by the Travis County Historical Commission.

(4) A deceased individual who made a significant to Travis County or its park system.

(d) Other Naming Alternatives

(1) Parks and facilities that are donated to the County can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the Travis County Commissioners

(2) Facilities within parks, ball fields, picnic shelters, pavilions. etc. can be named separately the parks they are in, subject to the criteria out in Section c) of this policy.

(e) Procedure

(1) The Court will issue a call for recommendations, providing notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.

(2) Any private citizen and/or group or County department or employee may make a recommendation to the Travis County Commissioners Court regarding the naming of a County park or facility within a park or trail by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.

(3) The Travis County Transportation and Natural Resource Department will verify that all names submitted do not conflict with existing names facilities and that the proposed names conform to this policy.

(4) After a minimum weeks public notice. the Commissioners Court will conduct a public hearing on qualified names to receive public comments on the names.

(5) The Commissioners Court will make the final selection of the name.

(f) Renaming County Parks and facilities. The renaming of parks and facilities is strongly discouraged so as not to diminish the original justification for the name. Park names by deed restrictions cannot be considered for renaming. In the event that renaming is justified the recommended name must conform to this policy.

(g) Other Considerations:

(1) If a recommended name is a deceased individual, other than a historical figure, the private citizen making the recommendation must provide a written biographical sketch of the individual and an approving the recommendation from surviving family members.

(2) Neither the naming process or the name itself shall discriminate on the basis of race, religion, sex. age, or national origin.

(h) Final Decision. A decision by the Commissioners Court to name or not to name a park. facility, or trail will be final, and the sole discretion in this remains with the Commissioners Court.

(i) Plaques, markers, memorials. Plaques, markers, and memorials may be placed in the parks to recognize a significant donation or contribution to park improvements. The plaque, marker. and memorial will be not larger than ___" X ___" bronze plate imbedded in concrete at or below ground level. The recognition of multiple donors may be made on a larger sized plaque place in a common area at the discretion of the Transportation and Natural Resources Department.

Item C3

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Session of January 3, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Travis County Commissioners Court Tuesday, January 3, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on January 3, 2012, 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

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate a .029 acre section of Lynnbrook Drive as dedicated by separate instrument recorded at Volume 3651, Page 860, in Precinct Three. (Commissioner Huber) (Action Item #12)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
Anna Bowlin, Engineering Services Director, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County Resident
Ronnie Gjemre, Travis County Resident
Cindy Purinton, Benefit Administrator, Human Resources Management Department (HRMD)
Rowena Ochoa-Wells, On-Site Representative, United Healthcare
Morris Priest, Travis County Resident
Dr. John K. Kim, Travis County Resident

Special Item

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, Fire Marshal

   MOTION: Follow Staff recommendations and take no action.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Samuel T. Biscoe, Judge
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

   Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Resolutions and Proclamations

3. Approve Proclamation congratulating the Lake Travis High School Cavaliers on winning a record-setting two-time state championship in volleyball and fifth straight state football championship, and a state championship boys golf team, a runner-up girls golf team, the state finalist Mighty Cavalier Marching Band, and multiple academic achievements. (Commissioner Huber)

   Members of the Court heard from:
   Dr. Brad Lancaster, Superintendent, Lake Travis Independent School District
   Kim Brents, Principal, Lake Travis High School

   MOTION: Approve the Proclamation in Item 3.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Karen L. Huber, Commissioner
   SECONDER: Margaret J. Gómez, 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**

   Clerk's Note: The Court noted that action on Discussion Item D1 would be postponed until January 10, 2012.

   Clerk's Note: Please note that for this Item, references to D1 refer to numbered items in separate budget documents, not these minutes. See supporting documentation.

5. Approve amendment to the Fiscal Year 2012 Agreement with the Office of the Governor, Criminal Justice Division, to include generated program income from the first quarter in the budget for the Drug Diversion Court Program managed by Pretrial Services.

   RESULT: **ADDED TO CONSENT**

Administrative Operations Items

6. 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 $942,710.54 for the period of December 16 to December 22, 2011.

   RESULT: **ADDED TO CONSENT**

7. Consider and take appropriate action on proposed routine personnel amendments.

   RESULT: **ADDED TO CONSENT**

Purchasing Office Items

8. Approve Modification No. 1 to Contract No. 10AE0146LP, RVI Planning Inc., for Onion Creek Greenway Phase 1 Design.

   RESULT: **ADDED TO CONSENT**

9. Approve Modification No. 8 to Contract IL070209VR with Envision Central Texas for regional planning activities.

   RESULT: **ADDED TO CONSENT**

10. Consider and take appropriate action on contract award to Ernst & Young, LLP for consultant services on feasibility analysis for new civil and family courthouse.

    Judge Biscoe announced that Item 10 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Approve Item 10.
    RESULT: **APPROVED [3 TO 2]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Ron Davis, Commissioner
    AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt
    NAYS: Karen L. Huber, Margaret J. Gómez

11. Consider and take appropriate action on contract with Hawkins, Delafield & Wood LLP for legal services on feasibility analysis for new civil and family courthouse. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

    MOTION: Approve Item 11.
    RESULT: **APPROVED [3 TO 2]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Ron Davis, Commissioner
    AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt
    NAYS: Karen L. Huber, Margaret J. Gómez

Transportation, Natural Resources and Facilities Dept. Items

12. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a .029 acre section of Lynnbrook Drive as dedicated by separate instrument recorded at Volume 3651, Page 860, in Precinct Three. (Commissioner Huber)

    RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action on amended License Agreement with Westminster Glen HOA for placement and operation of a second radar speed sign within right-of-way of Westminster Glen Avenue, a Travis County maintained roadway in Precinct Two. (Commissioner Eckhardt)

    RESULT: ADDED TO CONSENT

14. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Ltd., for sidewalk fiscal for Commons at Rowe Lane IIIA, In Precinct One. (Commissioner Davis)

    RESULT: ADDED TO CONSENT

Other Items

15. Consider and ratify the following actions by the Risk Management Department:

    a. Authorization to assist departments that experienced water damage from the incident of December 23, 2011 to replace or relocate and replace necessary furniture, fixtures and equipment to continue departmental operations and business continuity;

    b. Authorization to use the Risk Fund as the funding source to cover the expense associated with the above business continuity in an amount not to exceed $100,000, including the County's $50,000 property insurance deductible; and

    c. Authorization to request interim settlement funds from the County's property insurance carrier to cover the cost of repairs and other expenses associated with this event.

    RESULT: ADDED TO CONSENT

    Clerk's Note: The Court noted that the County Judge had authorized this action at the time of the incident under his emergency powers. The County Judge also noted that the cost to the County was a $50,000.00 deductible.

16. Approve bonds for Tina Morton, court-appointed Travis County Tax Assessor Collector.

    RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on Resolution amending list of authorized representatives to Texpool for the Travis County Tax Assessor Collector's Office.

    RESULT: ADDED TO CONSENT

18. Consider and take appropriate action regarding board and committee assignments and appointments for and by Commissioners Court members.

    RESULT: DISCUSSED **Reset for: 1/10/2012**

19. Approve order setting terms for meeting for Calendar Year 2012 for the Travis County Probate Court.

    RESULT: ADDED TO CONSENT

    Clerk's Note: The Court noted that terms for meeting for Calendar Year 2012, for the Travis County Probate Court will be January 1, 2012, through June 30, 2012 and July 1, 2012, through December 31, 2012.

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

20. Receive briefing and take appropriate action on draft agreement with Star of Texas Fair and Rodeo. [1]

    Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    RESULT: **DISCUSSED** **Reset for: 1/10/2012**

21. Receive legal briefing and take appropriate action regarding a proposal to purchase certain open space land near Gilleland Creek in Precinct One and discuss draft agreement with TXI. [1]

    Judge Biscoe announced that Item 21 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: Ask Joe Giesleman, consultant and Tom Nuckols, Assistant County Attorney, to meet with Qualico, Inc. regarding issues set forth in their memo, and to talk with other interested residents in the area before the public hearing that is set for January 31, 2012.
    RESULT: **APPROVED [4 TO 0]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Sarah Eckhardt, Commissioner
    AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
    ABSTAIN: Ron Davis

22. Receive briefing from County Attorney regarding status of contract with Vinson and Elkins and take appropriate action.[1]

    Judge Biscoe announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Assign the current contract to Bracewell and Giuliani.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Karen L. Huber, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

23. Receive briefing 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. [1]

    Judge Biscoe announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
John Hille, Assistant County Attorney

MOTION: Indicate to the Travis County Sheriff and the County Attorney's Office that the Commissioners Court approves the person designated by the Sheriff to represent Travis County at the trial of this matter.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

24. Consider and take appropriate action regarding offer to sell Travis County real property owned by Housing Authority of Travis County located at 502 E. Highland Mall Blvd. [1 and 2]

Judge Biscoe announced that Item 24 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: Ask Staff to take two weeks to review and research the issues set forth in the offer from the Housing Authority and to look at real property issues as well as programmatic issues, defined as housing and affordable housing related.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 4, 5, 6, 7, 8, 9, 12, 13, 14, 15.a–c, 16, 17, 19, and A1.
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 setting a public hearing on Tuesday, January 31, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate a ten foot wide public utility easement located along the rear lot line of Lot 54, Block B of Barton Creek, Section H, Phase 2 in Precinct Three.

Added Items

A1. Approve order setting terms for meeting for Calendar Year 2012 for the Travis County Courts at Law.

RESULT: **ADDED TO CONSENT**

Clerk's Note: The Court noted that terms for meeting for Calendar Year 2012 for the Travis County Courts at Law will be January 1, 2012, through June 30, 2012, and July 1, 2012, through December 31, 2012.

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Travis County Commissioners Court Agenda Request

Meeting Date: 1/17/12
Prepared By/Phone Number: Anna Bowlin Phone #: 854-7561
Division Director/Manager: Steven Manilla

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: County Judge Sam Biscoe

AGENDA LANGUAGE: Approve the setting of a public hearing on January 24, 2012 to receive public comments on proposed amendments to Chapter 82, Travis County Code, establishing water availability rules for subdivisions.

BACKGROUND/SUMMARY OF REQUEST:

In October 2010, the Commissioners Court suspended approval of subdivisions using Trinity Aquifer groundwater and created a Stakeholder Committee to work on water availability issues. Staff met with the Committee seven times, six of which were before proposing an initial rule proposal at the September 20, 2011, Commissioners Court meeting.

During October 2011, the Commissioners Court held a work session with the Stakeholder Committee and extended the suspension until January 31, 2012. Staff presented a list of possible revisions to the initial rule proposal at the November 15, 2011, Commissioners Court meeting.

Staff then presented a narrowed-down list of possible revisions (see attached "Proposal For Discussion") to the full Stakeholder Committee on November 30, 2011, and later held several meetings with individual stakeholders.

STAFF RECOMMENDATIONS:

Attached is revised rule proposal based on the Stakeholder Committee meeting of November 30, 2011. Staff believes consensus was reached on most of the "Proposal for Discussion" at that meeting, so the "Proposal for Discussion" summarizes most of what is in the revised rule proposal.

Where consensus wasn't reached at the meeting, the revised rule proposal tries to balance between differing views. Also, several issues will require ongoing data collection or development of proposals that the Commissioners Court might consider

in the future. The data collection issues, possible future issues, and issues lacking consensus are discussed below. Finally, the new rule language on master development plans was developed in discussions with individual stakeholders, so it is not reflected in the "Proposal for Discussion."

Staff recommends that the Commissioners Court set a public hearing on January 24, 2012 to receive public comments on proposed amendments to Chapter 82, Travis County Code, establishing water availability rules for subdivisions.

ISSUES AND OPPORTUNITIES:

Data Collection, Monitoring, and Possible Future Rule Amendments.

There is consensus that Travis County should collect data on groundwater wells; fund equipment, training, and monitoring/sampling/analysis of groundwater; and possibly enter into interlocal agreements for that work with groundwater districts or other appropriate entities.The Commissioners Court has funded, and TNR is hiring, a hydrogeologist so that the County will have in-house groundwater expertise.

There was general support for developing the knowledge base needed to adopt a "water budget" approach to managing water availability, or other approaches where the current supply of groundwater is ascertained and steps are taken to ensure groundwater levels are not excessively drawn down. More work is needed before a rule amendment could be proposed to the Commissioners Court. However, the best way to address this need is to create an adequately-funded groundwater district with the ability and motivation to effectively manage the Trinity Aquifer.

Use of Groundwater For Amenity Ponds and Irrigation of Common Areas.

Some believe groundwater is so scarce that it should be used only for domestic and other basic needs, not for aesthetics or other luxuries. Others believe that if there is proof of an adequate supply, groundwater should be available for any use.

Staff balanced between these views by requiring that groundwater from a subdivision with centralized wastewater may be used on common areas only until enough treated wastewater effluent is available for those purposes. Also, in all subdivisions, the size of water features supplied by groundwater is limited and use of groundwater for common areas would be accounted for in the groundwater availability certification and curtailed in droughts.

Limitations on Development Intensity Over the Edwards and Trinity Aquifers to Protect Surface and Ground Water.

Some believe that limiting the intensity of all development over key aquifers is necessary to allow those aquifers to be recharged by unpolluted rainwater. Others believe that limiting development intensity is appropriate for projects supplied by groundwater, but intensity of developments not using groundwater shouldn't be limited. They believe the latter help recharge aquifers because surface water used for irrigation there will seep into the ground. They also believe the limits staff has proposed for developments using groundwater are slightly too strict.

Development intensity for subdivisions not using groundwater was one of two issues staff did not initially perceive as an issue for this rulemaking. The other issue was fire protection. Originally, the focus of the rulemaking was solely on groundwater demand, so neither fire protection nor intensity of developments not using groundwater were topics of discussion with the Stakeholder Committee until September, 2011, when those issues came to light in the course of staff's surveying what issues other Hill Country counties had addressed in their water availability rules.

Most Hill Country counties address their water supply as a whole. Three counties (Gillespie, Kendall, and Medina) address fire protection. Six counties (Bandera, Comal, Gillespie, Kendall, Kerr, and Medina) in some way limit the intensity of all subdivisions, including those not supplied by groundwater. Also, Travis County regulations in Title 30 currently limit development intensity in the part of western Travis County in the City of Austin's ETJ, even for subdivisions not on groundwater.

Development intensity is relevant to Travis County's water supply because the land, surface water, and groundwater of a watershed are all interconnected. First, whether groundwater or surface water, all of Travis County's water supply originates as and is replenished by rainfall. Second, groundwater performs an integral function in a watershed because it discharges to the surface as springs and provides the base flow for streams and creeks. Third, the rain that does not seep into the soil and become groundwater runs off the land into the lakes and streams that make up the surface water component of Travis County's water supply. In part of western Travis County, some of that water flows across the Edwards Aquifer Recharge Zone and recharges that aquifer. Finally, both aquifer recharge and infiltration rates and rainfall runoff rates are very site specifric and are affected by soil, geology, topography, and human uses of the land, both in terms of water quantity and water quality. Land development can not only inhibit recharge, but also pollute both the rainfall that seeps into the ground (i.e., the groundwater component of Travis County's water supply) and the rainfall that runs off into lakes and streams (i.e., the surface water component of Travis County's water supply).

In terms of development intensity, staff believes useful guidance is found in the 2005 "Regional Water Quality Protection Plan for the Barton Springs Segment of the

Edwards Aquifer and Its Contributing Zone" that was funded by Travis County and several other local governments. The Contributing Zone of the Edwards Aquifer is the outcrop of the Trinity Aquifer in western Travis County that recieves recharge. The plan provided a range of possible impervious cover limits, i.e. 5% for residential and 7.5% for commercial to 30% for residential and 45% for commercial, if development rights are transferred.

In recognition of the fact that substantial areas of western Travis County have been set aside for preservation, staff recommends that the rules include a development intensity limit of 30% for residential and 45% for commercial, even with no density transfer requirement.

FISCAL IMPACT AND SOURCE OF FUNDING:
None

ATTACHMENTS/EXHIBITS:
Proposed rules amdenments.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Natural Resources Environmental Quality Division Director	TNR	854-7212
Thomas Weber	Environmental Quality Program Manager	TNR	854-4629
Tom Nuckols	Assistant County Attorney	County Attorney's Office	854-9262

CC:

: :
0101 - Administrative - 11-03

January 9, 2011 DRAFT

EXHIBIT A

Part I. Section 82.201 is amended to read as follows:

Section 82.201 General Subdivision Procedures

(a) *No change.*

(b) Applications.

(1) through (8) *No change.*

(9) A master development plan must be submitted for an applicant to meet "fair notice" requirements under Section 82.102(a). Otherwise, an applicant may voluntarily submit a master development plan as a non-binding planning tool, but it is not required and will not be approved by the Executive Manager or the Commissioners Court, except as provided in Section 82.216(d), Water Availability-Protection of Surface and Ground Water Quantity and Quality. If submitted either voluntarily or to meet "fair notice" requirements, it shall consist of a reasonably detailed map or schematic drawing containing the following:

(A) the boundaries of the original tract(s) and phases of development, if any;

(B) the names of adjacent platted subdivision or the names of the record owners of adjoining unplatted property;

(C) the location, width, and names of all existing or platted streets or public right of-way and all existing easements within and adjacent to the development;

(D) the layout and width of proposed arterials, thoroughfares and collector streets and the general configuration of proposed streets and alleys;

(E) the general arrangement and designations of land uses, and any site for special use (e.g., for parks, open space, detention, or other public facilities);

(F) the approximate location of the 25-year flood plain and the 100-year flood plain, the location and width of existing drainage channels, creeks and water courses within the development; ~~and~~

(G) the proposed location of proposed drainage courses and any necessary offsite extensions; and

(H) estimates of the amount of water to be used and wastewater to be generated in all phases of development, identification of the source(s) of the water, a description of the new or existing water and wastewater facilities that will serve the development, a statement by a qualified engineer or geoscientist that the water source and the water and wastewater facilities will be of adequate capacity to serve the development, the owner and operator of the water and wastewater facilities and the location of the development with respect to any applicable certificates of convenience and necessity, and the schedule for creating any entity that will own or operate the facilities.

Part II. Sections 82.203 and 82.204 are amended to read as follows:

Section 82.203 Preliminary Plan

(a) *No change.*

(b) Plan Standards Outside ETJ.

(1) through (20) *No change.*

~~(21) If the subdivision is in a Western Watershed, the owner and the owner's engineer must certify in writing that water from the Trinity Aquifer will not be a source of water supply for the subdivision.~~

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

Section 82.204 Final Plat

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

(d) Certifications and Acknowledgments.

(1) through (5) *No change.*

(6) Plat Notes.

(A) through (C) *No change.*

(D)~~(1)~~ No lot in this subdivision shall be occupied until connected to a centralized water distribution system or an approved onsite water well.

~~(2) The following note must also be added if the subdivision is subject to Section 82.213: No land in this subdivision may use or be connected to a centralized water system or water well that draws water from the Trinity Aquifer, unless authorized by the groundwater conservation district that covers this subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~

Part III. Chapter 82 is amended to revise Section 82.213 and add new Sections 82.212 and 82.214 through 82.216, as follows:

Section 82.212. Water And Wastewater Availability-Exceptions.

(a) A subdivision of five or more residential lots averaging two or more acres is exempt from Sections 82.213 through 82.216 and Section 82.203(b)(20(A) through (E) if:

(1) the owner has an agreement with a corporation, district, or other entity to supply the subdivision with surface water; or

(2) the drilling of more than one well on each lot is prohibited unless approved by the County;

(3) the applicant provides the information required by 82.214(b)(1), Water Availability-Special Requirements For Groundwater.

(4) a rainwater harvesting system providing storage of at least 2500 gallons of potable or nonpotable water is installed on each lot when a structure is erected there;

(5) further subdivision of lots is prohibited five years following the filing of the plat; and

(6) the use of groundwater from a well in the subdivision to supply land outside the subdivision is prohibited, except in the event of fire or other emergency the County determines to be temporary.

(b) A subdivision is exempt from Section 82.214, Water Availability-Special Requirements For Groundwater, if it will be supplied by a corporation, district, or other entity that existed on the effective date of this section and whose source of supply does not include a groundwater well drilled after the effective

date of this section in an aquifer that underlies Travis County.

(c) Sections 82.213 through 82.216 do not apply to a subdivision for which a complete preliminary plat or final plat application is filed before the effective date of this section unless land in the subdivision is further divided to increase the number of lots, parcels, or other units of development included in that application.

Section 82.213. Water And Wastewater Availability-Service Plan.

An applicant for approval of a subdivision shall submit a water and wastewater service plan approved by a qualified engineer demonstrating that adequate water and wastewater service will be available to all parts and phases of the subdivision, including the minimum information listed in this section. If wastewater will be treated by onsite sewage facilities, the wastewater elements of the plan may be satisfied by submitting planning materials required by Chapter 48, Rules of Travis County for Onsite Sewage Facilities.

(1) An estimate of the amount of water demand and the amount of wastewater that will be treated and managed throughout all phases of development, supported by engineering calculations based on the anticipated timetable for full build- out.

(2) A description of the new or existing water and wastewater facilities required to serve the development, including the location of and a schedule for completing all new facilities and the plan for financing construction, operation, and maintenance of the facilities.

(3) The owner and operator of all water and wastewater facilities throughout all phases of development and the location of the subdivision with respect to any applicable certificates of convenience and necessity.

(4) If water or wastewater service is to be provided by a district, corporation, or other entity that has not been created as of the filing of the application, a detailed description of the timetable for creation of the entity and the proposed organization and boundaries of the district.

(5) Identification of the source(s) of water to be used in the subdivision. If the applicant does not own or otherwise control the source of supply, the County may require the applicant to obtain documentation certifying the availability of adequate supply from the entity owning or controlling the supply source.

(6) Any supply or service agreements that will be needed before water or wastewater service can be provided.

(7) If the demonstration of adequacy of service involves demand or use restrictions or limitations, restrictive covenants, utility provider rules, or other legally enforceable means of ensuring that the restrictions or limitations will be enforced so that use or demand does not exceed supply.

(8) If water or wastewater service will not be provided by a public system regulated by TCEQ, an operations and maintenance plan for the system.

(9) Documentation of compliance with requirements of all federal, state, and local laws regarding water or wastewater availability. Approval is conditioned on continued compliance with these requirements.

(10) For any subdivision with a centralized water system having 15 or more connections, a demonstration of compliance with Section 82.215, Water Availability-Fire Protection.

(11) For any residential subdivision with 15 or more units, a drought contingency plan including the following elements. The plan shall be consistent with LCRA drought planning standards for subdivisions in Western Watersheds and City of Austin drought planning standards in Eastern Watersheds.

(A) Ongoing public outreach and information for those subject to the plan.

(B) Ongoing coordination with regional water planning groups

(C) Defined drought or emergency response stages for implementation of measures in response to reduction in water supply in event of:

(i) a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; and

(iv) system outage due to failure or damage of pumps or other water system components.

(D) Information to be monitored by the water supplier and specific criteria for initiating and terminating drought response stages, including the rationale for those criteria.

(E) Specific, quantified targets for water use reductions during periods of water shortage.

(F) Specific water supply or demand management measures to be implemented during each stage of the plan, including:

(i) curtailment of nonessential water uses; and

(ii) use of alternative water sources and delivery mechanisms, such as interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.;

(G) Procedures for initiating and terminating each response stage, including public notification.

(H) Procedures for granting variances to the plan.

(I) Means and procedures for enforcement of mandatory water use restrictions, including measures such as specifications of penalties for violations, such as water provider rules, restrictive covenants, fines, water rate surcharges, and discontinuation of service.

~~(a) In a Western Watershed, a subdivision may be approved only if all land in the subdivision is prohibited from using or connecting to a centralized water system or water well that draws water from the Trinity Aquifer, unless authorized by the groundwater conservation district that covers the subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~

~~(b) The Commissioners Court may make exceptions to the requirements of this section:~~

~~(1) for developments that meet the requirements for a conservation development under Section 82.220, *et seq.* ; or~~

~~(2) if an applicant provides information adequately demonstrating that applying this section to the applicant:~~

~~(A) is prohibited by Chapter 245, Local Government Code; or~~

~~(B) will impose an undue and unique hardship on the applicant.~~

~~(c) This section does not apply to a subdivision for which a complete preliminary plat or final plat application is filed before the effective date of this section unless the subdivision is later divided to increase the number of lots, parcels, or other units of development included in that application.~~

~~(d) This section expires January 31, 2012.~~

Section 82.214. Water Availability-Special Requirements For Groundwater.

(a) Water service to a subdivision may not be supplied by groundwater from an aquifer underlying Travis County, except the Trinity or Edwards aquifers. Subdivisions using groundwater from the Trinity or Edwards aquifers shall comply with this section.

(b) The applicant shall provide a certification of groundwater availability meeting the requirements of Section 82.203(b)(20)(A) through (E). In addition, the engineer or geoscientist preparing the certification shall supplement it with a report containing:

(i) the results of a walking survey around the inside perimeter of the subdivision and along adjacent public roads to identify all groundwater wells within 1000 feet of the subdivision boundary;

(ii) a list of the record owners of land within 1000 feet of the subdivision boundary and proof that the applicant delivered to each a County-approved questionnaire regarding groundwater wells;

(iii) all information on groundwater wells within the subdivision and within 1000 feet of its boundary contained in TCEQ, TWDB, and TDLR records;

(iv) GPS coordinates or equivalent data locating all identified wells;

(v) unless water will be supplied by a public system regulated by TCEQ, a certification that the quality of the water produced from the test well meets the standards in TCEQ rules at 30 TAC Sections 290.104, 290.106, 290.108, and 290.109 either without any treatment of the water or with treatment by an identified and commercially available water treatment system; and

(vi) any necessary or appropriate lot layout, well location, or use restrictions.

(c) Preliminary plans and plats shall specify the layout of lots and the GPS coordinates or equivalent data for all wells supplying the subdivision in conformance with the groundwater availability certification.

(d) A well in the subdivision may not be located within 150 feet of the subdivision boundary without the consent of the adjoining landowner.

(e) Unless the Commissioners Court approves an update to the original groundwater availability certification proving that long term water supply to the subdivision is not adversely affected:

(1) after completion of the minimum number of wells needed to serve the subdivision, no additional well may be drilled in the subdivision;

(2) lots in the subdivision may not be further subdivided; and

(3) a well used to supply the subdivision may not be used to supply sources other than the subdivision, except in the event of fire or other emergency the County determines to be temporary.

(f) Owners of residential subdivisions with 15 or more units and owners of commercial subdivisions that will use over 100,000 gallons per month shall install County-approved water-level monitoring equipment on one of the wells and dedicate the equipment and an access easement to the County allowing the County to monitor, operate, maintain, and replace the equipment. In lieu of meeting these requirements, the owner of a centralized water system may enter into an agreement with the County in which the owner monitors, operates, maintains, and replaces the equipment on the County's behalf.

(g) This subsection applies to use of groundwater for common area features, such as water features and irrigation of landscaping, sports fields, etc.

(1) If a subdivision has centralized wastewater service, groundwater may be used for common area features only temporarily until a sufficient quantity of treated effluent is available. In the plan required by Section 82.213, Water And Wastewater Availability-Service Plan, the applicant shall include a plan for the phased replacement of that groundwater with treated effluent.

(2) In the plan required by Section 82.213, Water And Wastewater Availability-Service Plan, the applicant shall account for use of groundwater for common area features.

(3) Use of groundwater for common area features shall be curtailed in the first stage of drought as defined in Section 82.213(10)(D), Water And Wastewater Availability-Service Plan.

(4) The volume of common area water features in a subdivision supplied by groundwater may not exceed two acre feet for an individual feature and six acre feet cumulatively.

Section 82.215. Water Availability-Fire Protection.

(a) Owners of residential subdivisions with 15 or more units supplied by a centralized water system and owners of commercial subdivisions shall provide the subdivision with a water supply, water storage facilities, water lines, and hydrants on fire fighting apparatus access roads meeting the requirements of this section.

(b) For residential subdivisions:

(1) minimum fire flow and flow duration shall be 1000 gallons per minute for one hour at 20 pounds per square inch residual pressure;

(2) the maximum distance from any point on a street or road frontage to a hydrant shall be 250 feet ; and

(3) the average spacing between hydrants shall not exceed 500 feet.

(c) Hydrant spacing and minimum fire flow and flow duration for commercial subdivisions shall be calculated as required by Appendix B, International Fire Code.

(d) Water storage facilities must include permanent means for refilling the total storage volume within seventy two hours.

(e) Subdivisions shall include fire fighting apparatus access roads meeting the requirements of the International Fire Code, as amended by Chapter 71, Travis County Code.

(f) In lieu of the requirements of this section, the Commissioners Court may approve other methods of fire protection if the applicant demonstrates it is necessary to avoid an undue hardship and the Travis County Fire Marshal determines it provides an equal or better level of fire protection.

Section 82.216. Water Availability-Protection of Surface and Ground Water Quantity and Quality.

(a) Except for subdivisions governed by Subsection (b), development intensity in subdivisions over the part of the Trinity Aquifer in a Western Watershed or over the Edwards Aquifer Recharge or Contributing Zone shall comply with this subsection.

(1) Impervious cover in a commercial subdivision shall not exceed 45%, except impervious shall not be limited if the subdivision:

(A) has its primary driveway access on a state road, or

(B) complies with Section 82.211(i)(4), Alternate Standards.

(2) Impervious cover in residential subdivisions shall not exceed 30%, except impervious shall not be limited if:

(A) the total number of lots in the subdivision does not exceed the number of acres in the subdivision; or

(B) the subdivision includes a conservation area meeting the conservation development requirements of Section 82.226, Conservation Area.

(b) Development intensity in a residential subdivision supplied by groundwater from the Trinity or Edwards aquifers shall comply with this subsection in lieu of Subsection (a).

(1) In subdivisions supplied by individual wells on lots, all lots shall at least five acres in size.

(2) In subdivisions supplied by a centralized groundwater system:

(A) all lots shall be at least three acres in size; and

(B) the total number of lots shall not exceed the number of acres in the subdivision divided by four.

(c) Impervious cover under this section shall be calculated in the manner it is calculated under Section 82.211, Lake Travis Watershed Water Quality Protection.

(d) The owner of land may file a master development plan under Section 82.201(b)(9), General Subdivision Procedures, that sets out phases of development for which different preliminary plan or final plat applications will be filed and that calculates development intensity based on total acreage in the master development plan. At the owner's request, the Commissioners Court shall determine whether development intensity in the master development plan complies with this section. If approved by the Commissioners court, development intensity in individual phases of the master development plan may exceed the limits of this section if cumulative development intensity in all phases of the master development plan is restricted to comply with this section.

Item 2

Travis County Commissioners Court Agenda Request
Northwest Travis County Road District No. 3

Meeting Date: January 17, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Session of January 3, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, January 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 January 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 payment of claims and authorize County Treasurer to invest Road District Funds.

MOTION: Make the investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Item 2

Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1

Meeting Date: January 17, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Session of January 3, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, January 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 January 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 payment of claims and authorize County Treasurer to invest Road District Funds.

MOTION: Make the investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation

Meeting Date: January 17, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve the purchase of a 24-month subscription to Novogradac and Company's *Journal of Tax Credits* totaling $350.00.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Novogradac Journal of Tax Credits

The Novogradac Journal of Tax Credits provides its readers with the very latest news, analysis and commentary on the affordable housing, new markets, renewable energy, and historic rehabilitation tax credit industries, and HUD programs. This comprehensive 80-page full-color monthly publication covers the low-income housing tax credit, LIHTC compliance, valuation, tax-exempt housing bond, new markets tax credit, renewable energy tax credit, historic tax credits and HUD programs. Readers enjoy access to columns written by industry experts, Q&As on technical tax credit issues, photos of tax credit developments and dealmakers, Facts & Figures, and monthly collections of shorter news items on people, projects, and industry and states' issues, all informed by Novogradac and Company's more than 20 years of experience on the front lines of the tax credit industry.

The complete archive of Novogradac periodicals can be searched online here. Individual articles are available for purchase from the archive for $15.

490101-901JTC

12 Month Subscription: $199.00 Order

24 months
$350

© 1996-2012 Novogradac & Company LLP | Professional Services | Industries | Site Map | Legal Info | Privacy Policy | Terms of Use | Address Change | Feedback Form | Advertising | Sponsorships

Item 2

Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation

Meeting Date: January 17, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve using the Tenant-Based Rental Assistance Administrative funds account to purchase a lateral file and two matching office chairs totaling $837.97 plus tax, for the new Tenant-Based Rental Assistance position in Health and Human Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Andrea Shields

From: Jane Prince-Maclean
Sent: Friday, December 30, 2011 9:08 AM
To: Andrea Shields
Subject: TBRA admin request

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Follow-up

Hi Andrea,
I am pleased to announce that Ana has finally been moved by HHS&VS HR into the TBRA position. This means we are going to relocate her to our Palm Square offices to be more centrally located. As part of this move, I wanted to ask if we can use TBRA admin funds from contract 1001101 to order a three drawer lateral locking file cabinet, as Ana has been using Community Center property at Del Valle and they need to keep it there.

Could we get this in black :
http://www.officedepot.com/a/products/402231/HON-Brigade-700-Series-Lateral-File/

Also if there is available admin dollars, it would be great to have two matching chairs for her clinets in her office. Our client chairs we always get vinyl and armless to accommodate different client needs. Either of these Office Depot listed chairs would work as they are tested to support up to 250 lbs.
Item 804951
Item 681266

Thanks in advance,
Jane Prince MacLean LCSW
Case Management Coordinator, Family Support Services
Travis County Department of Health & Human Services and Veterans Service
100 North IH 35, suite 2003
Austin, Texas 78701

Office 854-4143
Fax 854-4118
Cell 921-8350

This message may contain confidential information protected by law and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify jane.prince-maclean@co.travis.tx.us if you have received this message by mistake and delete this record from your system.

Office DEPOT
Taking Care of Business

HON® Brigade® 700-Series Lateral File, 3 Drawers, 40 7/8"H x 36"W x 19 1/4", Light Gray

Item # 402231
Features full-width integral pulls and full-extension drawers
Drawers have whisper-quiet, steel ball-bearing suspensions.
Mechanical interlock prevents more than 1 drawer from opening at a time.
Side-to-side hang rails and core removable lock are standard.
Learn More

Delivery Only Your Low Price
$659.99
/ each

Not Yet Rated

Protect your investment for just pennies a dayFrom day one, If your covered product fails - we repair or replace it
2-Year Furniture Repair Plan — Finish, Fabric & Structural Coverage
Best Value
Decline Protection $159.99

DESCRIPTION

Features full-width integral pulls and full-extension drawers

- **Drawers have whisper-quiet, steel ball-bearing suspensions.**
- **Mechanical interlock prevents more than 1 drawer from opening at a time.**
- **Side-to-side hang rails and core removable lock are standard.**
- **Includes 4 adjustable leveling glides.**
- **Front-to-back hang rails and lateral file dividers are sold separately.**
- **Meets and/or exceeds applicable ANSI/BIFMA standards.**
- **Backed by The HON Full Lifetime warranty.**
- **Counterweight feature prevents tipping.**
- **SCS Indoor Advantage Certified for healthier indoor air quality.** Manufactured with reduced harsh chemicals and with processes that are 'low VOC' (low in volatile organic compounds).
- **Level 2 certified as sustainable based on multiple environmental and/or social attributes.**
- **Greener choice — contains 50% total recycled content.**

PRODUCT DETAILS

Item #	402231
Manufacturer #	HON783LQ
number of drawers	3
drawer opening	full extension
locking drawers	yes
color	Light Gray
levelers	yes
assembly required	no
warranty length	full lifetime
postconsumer recycled content	0 %
total recycled content	50 %
brand name	HON
manufacturer	HON
dimensions	40 7/8"H x 36"W x 19 1/4"D

What Did Customers Who Viewed HON® Brigade® 700-Series Lateral File, 3 Drawers, 40 7/8"H x 36"W x 19 1/4", Light Gray Ultimately Purchase?

HOW TO WRITE A REVIEW

Your Price$119.99
/ Each
Your Price$159.99
/ Each
Your Price$59.99
/ Pack

Your Price$449.99
/ Each

Copyright © 2011 by Office Depot, Inc. All rights reserved. Prices shown are in U.S. Dollars. Please login for country specific pricing. Prices are subject to change based on your order and delivery location(s) and the applicable retail store location. All orders are subject to the Terms of Use. Prices and offers on www.officedepot.com may not apply to purchases made on business.officedepot.com. See Terms of Use for details.
The Tony Stewart©, Stewart-Haas Racing™ and #14™ are trademarks of Stewart-Haas Racing and are used under license.

Office DEPOT
Taking Care of Business

basyx by HON Armless Leg Base Guest Chair, 21 1/4" x 21" x 32 3/4", Burgundy/Black Frame

Item # 681266

A perfect addition to your conference room, lobby or anywhere extra seating is needed!

Design offers a contemporary look with a black, round-tube frame and padded seat and back.
Stacks up to 4 high.
Seat measures 19"W x 17 1/2"D x 19"H and the back size is 18 1/2"W and 14 3/4"H from the seat.
Learn More

Delivery Only Your Low Price
$88.99
/ each

Not Yet Rated

Like Sign Up to see what your friends like.

Protect your investment for just pennies a dayFrom day one, If your covered product fails - we repair or replace it
2-Year Furniture Replacement Plan — Finish, Fabric & Structural
Best Value Coverage
Decline Protection $14.99

DESCRIPTION

Armless Guest Chair is a perfect addition to your conference room, lobby or anywhere extra seating is needed. Seat width measures 19". Stacks four high. Guest Chair offers a contemporary look with a black frame and padded seat and back. **A perfect addition to your conference room, lobby or anywhere extra seating is needed!**

- **Design offers a contemporary look with a black, round-tube frame and padded seat and back.**
- **Stacks up to 4 high.**
- **Seat measures 19"W x 17 1/2"D x 19"H and the back size is 18 1/2"W and 14 3/4"H from the seat.**
- **Chair weighs 12.5 lb.**

PRODUCT DETAILS

Item #	681266
Manufacturer #	BSXVL606VA62
seat color	Burgundy
seat size	19"H x 19"W x 17 1/2"D
frame color	Black
frame construction	steel
seat material	padded
back cushion height	14 3/4 inches
arms	no
casters	no
lumbar support	no
assembly required	yes
weight capacity	250 lb
warranty length	limited lifetime
brand name	basyx by HON
manufacturer	The HON Company
dimensions	19"H x 19"W x 17 1/2"D
postconsumer recycled content	0 %
total recycled content	0 %

Customers Who Purchased This Item Also Purchased

Your Price$118.99
/ Each
Your Price$109.99
/ Each

HOW TO WRITE A REVIEW

Your Price$183.99
/ Each
Your Price$69.99
/ Each

Copyright © 2011 by Office Depot, Inc. All rights reserved. Prices shown are in U.S. Dollars. Please login for country specific pricing. Prices are subject to change based on your order and delivery location(s) and the applicable retail store location. All orders are subject to the Terms of Use. Prices and offers on www.officedepot.com may not apply to purchases made on business.officedepot.com. See Terms of Use for details.
The Tony Stewart©, Stewart-Haas Racing™ and #14™ are trademarks of Stewart-Haas Racing and are used under license.

Office DEPOT.
Taking Care of Business

Roll over to Zoom

Office Star Deluxe Armless Sled-Base Chair, 32 1/2"H x 23"W x 24"D, Onyx

Item # 804951
Deluxe guest chair is ideal for any lobby, office or conference room
Design includes sloped arms, thick padded seat and back, and a plastic shell back.
Distinctive steel sled base ensures stability and durability.
Seat measures 19" x 18" x 3 1/2" and the back measures 18 1/2" x 14 1/2" x 2 1/2".
Learn More

✓ Delivery Only Your Low Price
$162.00
/ each

Protect your investment for just pennies a dayFrom day one, If your covered product fails - we repair or replace it
2-Year Furniture Replacement Plan — Finish, Fabric & Structural
Best Value Coverage
Decline Protection $39.99

Not Yet Rated
Like Sign Up to see what your friends like.

DESCRIPTION

Deluxe guest chair is ideal for any lobby, office or conference room
- **Design includes sloped arms, thick padded seat and back, and a plastic shell back.**
- **Distinctive steel sled base ensures stability and durability.**
- **Seat measures 19" x 18" x 3 1/2" and the back measures 18 1/2" x 14 1/2" x 2 1/2".**
- **Chair weighs 27 lb.**

PRODUCT DETAILS

Item #	804951

Manufacturer #	OSPV442075
seat color	Onyx
seat size	3 1/2"H x 19"W x 19 1/2"D
frame color	Black
frame construction	plastic; steel
seat material	padded
back cushion height	14 1/2 inches
arms	no
casters	no
lumbar support	no
assembly required	yes
weight capacity	250 lb
warranty length	5-year limited
style name	Deluxe
brand name	Office Star
manufacturer	Office Star Products
dimensions	32 1/2"H x 23"W x 24"D
postconsumer recycled content	0 %
total recycled content	0 %

Your Recent History

Your Price$88.99
/ Each
Your Price$659.99
/ Each

HOW TO WRITE A REVIEW

Copyright © 2011 by Office Depot, Inc. All rights reserved. Prices shown are in U.S. Dollars. Please login for country specific pricing. Prices are subject to change based on your order and delivery location(s) and the applicable retail store location. All orders are subject to the Terms of Use. Prices and offers on www.officedepot.com may not apply to purchases made on business.officedepot.com. See Terms of Use for details.
The Tony Stewart©, Stewart-Haas Racing™ and #14™ are trademarks of Stewart-Haas Racing and are used under license.