



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Kathryn Davis/854-4869

**Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans
Service**

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Approve Resolution Recognizing the Month of March 2012 as "Professional Social Work Month" in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

As March is traditionally as "Professional Social Work Month", this occasion provides the opportunity to recognize and thank Social Workers in Travis County. Social Workers are employed throughout the County in positions with the Courts, Health and Human Services, Juvenile Justice, Adult Probation and various other departments. Travis County is also home to the University of Texas at Austin's School of Social Work which is consistently ranked as one of the top Social Work programs in the country.

STAFF RECOMMENDATIONS:

Staff recommends the approval of the proposed resolution.

ISSUES AND OPPORTUNITIES:

Residents whose lives have been positively impacted by Travis County social workers will have the opportunity to communicate to the Court about their experiences and thank the Court for its commitment to the community.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

None.

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 Commissioners Court



Resolution

WHEREAS, the primary mission of Social Work is to enhance the well-being and meet the basic needs of all people, especially our most vulnerable, through programs and services provided as essential elements of the social safety net;

WHEREAS, Social Workers make critical impacts in adolescent and youth development, aging and family caregiving, child protection and family services, health care, mental and behavioral health, military and veterans assistance, nonprofit management and community development, and the reduction of poverty;

WHEREAS, Social Workers seek to improve social functioning and social conditions for people in emotional, psychological, economic, and/or physical need through care coordination, case management, and therapeutic treatment for biopsychosocial issues;

WHEREAS, more than 640,000 trained Social Work professionals in the United States in more than 50 fields of practice ranging from private and public agencies, hospices and hospitals, schools and clinics, businesses and corporations, government organizations, military units, think tanks and foundations, work tirelessly as specialists, consultants, counselors, educators, community leaders, policymakers and researchers;

WHEREAS, the influence of the Social Work profession has been instrumental in achieving civil rights and human rights advances in the United States and across the globe for more than a century; and

WHEREAS, Social Workers strengthen our Nation by helping people navigate major life challenges, finding hope and options for achieving their maximum potential and allowing for full participation in society.

NOW, THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT THAT ALL RESIDENTS OF TRAVIS COUNTY ARE URGED TO JOIN THE NATIONAL ASSOCIATION OF SOCIAL WORKERS IN CELEBRATION AND SUPPORT OF THE SOCIAL WORK PROFESSION BY OBSERVING MARCH 2012 AS

"PROFESSIONAL SOCIAL WORK MONTH"

IN TRAVIS COUNTY FOR THE COMMITMENT AND DEDICATION THAT OUR PROFESSIONAL SOCIAL WORKERS PROVIDE OUR COMMUNITY.

SIGNED AND ENTERED THIS 13TH DAY OF MARCH, 2012.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN L. HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on request to consider and approve Resolution approving a tax-exempt bond financing to be undertaken by Travis County Housing Finance Corporation to finance the acquisition and rehabilitation of Argosy at Crestview Apartments, 1003 Justin Lane, Austin, Texas.

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, Budget Manager/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.

**RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY,
TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE
UNDERTAKEN BY TRAVIS COUNTY HOUSING FINANCE CORPORATION**

WHEREAS, Travis County Housing Finance Corporation (the "Issuer") is proposing to issue its multifamily housing revenue bonds in an aggregate principal amount not to exceed \$17,500,000 to finance the acquisition and rehabilitation of a 288-unit housing community known as Argosy at Crestview Apartments located at 1003 Justin Lane, Austin, Texas, 78757 (the "Property") located within Travis County, Texas (the "County") by ML CASA V, L.P.; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds requires approval, following a public hearing, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Property is located; and

WHEREAS, on February 27, 2012, a notice of a public hearing with respect to the proposed issuance of the Bonds was published in a newspaper of general circulation in Travis County, Texas, in which the Property is located; and

WHEREAS, the Issuer conducted the public hearing, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds and the nature and location of the Property to be financed or refinanced; and

WHEREAS, a summary of the comments presented at the hearing has been provided to the Commissioners Court of Travis County by the Issuer; and

WHEREAS, the Commissioners Court of Travis County now desires to approve the financing and the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Travis County, as follows:

Section 1. The Commissioners Court of Travis County hereby approves the financing described above and the issuance of the Bonds in an amount not to exceed \$17,500,000. It is the purpose and intent of the Commissioners Court of Travis County that this resolution constitute approval of the financing and the issuance of the Bonds for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Property is located, in accordance with said Section 147(f) of the Code.

Section 2. The County Judge and the County Clerk and the County Commissioners are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 3. Nothing in this resolution shall be construed to create any obligation of the County with respect to the repayment of the Bonds. The Bonds shall never constitute an indebtedness or pledge of the County within the meaning of any constitutional or statutory provision, and the owners of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the County.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED on March 13, 2012.

COMMISSIONERS COURT OF
TRAVIS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leslie Browder, 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 \$763,227.16, for the period of February 24 to March 01, 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 \$763,227.16.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$763,227.16

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: March 13, 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: February 24, 2012 to March 01, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$763,227.16

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 \$763,227.16.

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
FEBRUARY 24, 2012 TO MARCH 01, 2012

- 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: March 13, 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: February 24, 2012
 TO: March 01, 2012

REIMBURSEMENT REQUESTED: \$ 763,227.16

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,910,531.89
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 06, 2012	\$ (1,144,590.00)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 763,227.16
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
TRANSFER OF FUNDS REQUESTED:	\$ 763,227.16

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


All claims over \$25,000 (2 this week totaling \$152,289.82) 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 (\$99,926.63) 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 \$225,000 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 (\$743.86).

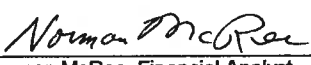
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 3/5/12
 Diane Blankenship, Director, HRMD Date

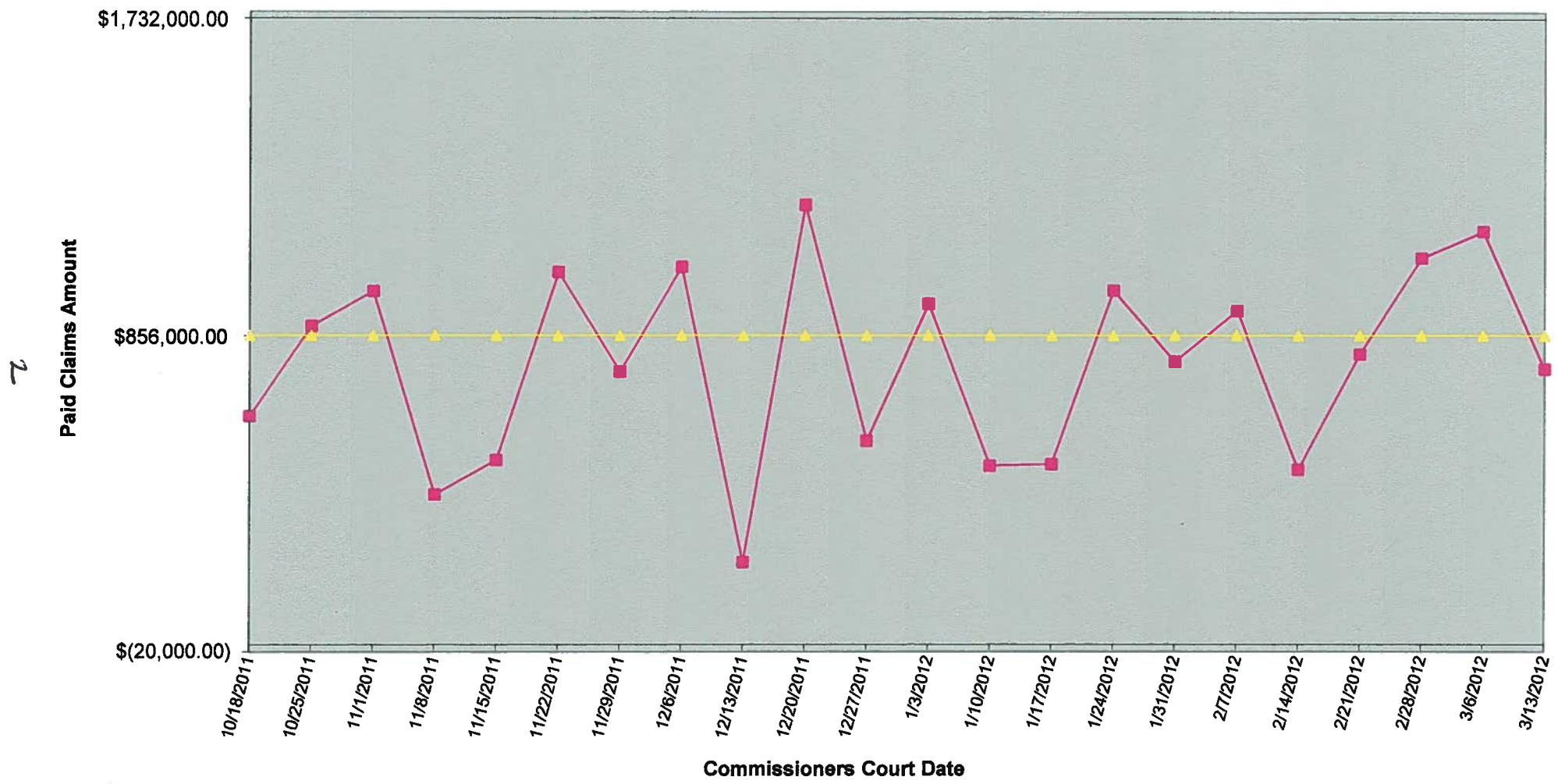
unavailable to sign
 Dan Mansour, Risk Manager Date

 3/5/12
 Cindy Purinton, Benefit Contract Administrator Date

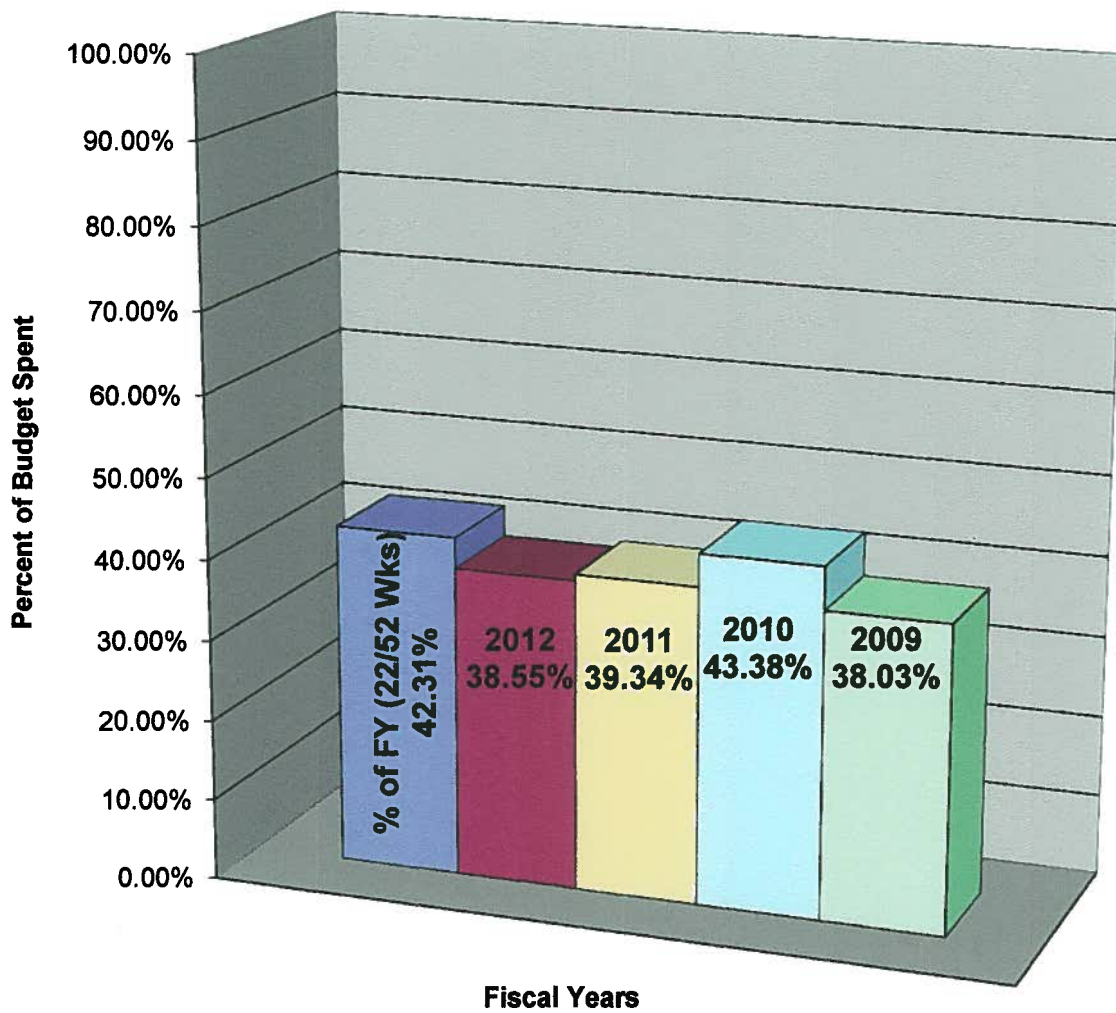
 3/5/12
 Norman McRee, Financial Analyst Date

** 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.

Travis County Employee Benefit Plan FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23



Comparison of Claims to FY Budgets Week 22



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Norman McRee

From: SIFSAX@UHC.COM
Sent: Thursday, March 01, 2012 11:46 PM
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: 2012-03-02 REQUEST AMOUNT: \$1,910,531.89

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038 ABA NUMBER: 021000021
 FUNDING ADVISE FREQUENCY: DAILY
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-03-01	\$797,630.33
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,870,410.67</u>
+ CURRENT DAY NET CHARGE:	\$40,121.22
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$1,910,531.89</u>

ACTIVITY FOR WORK DAY: 2012-02-24

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$44,057.63	\$00.00	\$44,057.63
TOTAL:	\$44,057.63	\$00.00	\$44,057.63

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_03_01

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT	
701254	632	\$0.01	QG	10779137	AH		8	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AH		1	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AH		7	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AH		1	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AH		6	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AH		6	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	1592682	AH		1	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AE		9	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AE		8	2/27/2012	100	2/29/2012	3/1/2012
701254	632	\$0.01	QG	10779137	AE		9	2/27/2012	100	2/29/2012	3/1/2012
701254	632	-\$2.70	RI	76131710	AH		7	2/20/2012	50	3/1/2012	3/1/2012
701254	632	-\$3.99	RK	78277230	AH		7	2/20/2012	50	3/1/2012	3/1/2012
701254	632	-\$18.33	UY	21996250	A		3	2/25/2012	50	3/2/2012	3/1/2012
701254	632	-\$30.00	PH	33462066	AE		6	11/9/2011	50	2/29/2012	3/1/2012
701254	632	-\$42.00	QG	40622807	AH		6	12/12/2011	50	2/29/2012	3/1/2012
701254	632	-\$64.24	QG	90820125	AE		2	10/28/2011	50	2/28/2012	3/1/2012
701254	632	-\$127.40	QG	70607985	AH		7	2/25/2012	50	3/2/2012	3/1/2012
701254	632	-\$224.82	QG	10450651	AF		18	2/22/2012	50	2/28/2012	3/1/2012
701254	632	-\$229.58	PH	80683531	AH		1	3/3/2011	50	2/27/2012	3/1/2012

763,227.16

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 03/01/2012

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

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Travis County - Hospital and Self Insurance Fund (526)
Journal Entry for the Reimbursement to United Health Care

 For the payment week ending: 3/1/2012

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	81,601.59
	RR	
	526-1145-522.45-29	4,813.50
Total CEPO		\$86,415.09
<i>EPO</i>		
	EE	
	526-1145-522.45-20	216,445.92
	RR	
	526-1145-522.45-21	15,749.27
Total EPO		\$232,195.19
<i>PPO</i>		
	EE	
	526-1145-522.45-25	427,621.70
	RR	
	526-1145-522.45-26	16,995.18
Total PPO		\$444,616.88
Grand Total		\$763,227.16



Travis County Commissioners Court Agenda Request

Meeting Date: 3/13/2012

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

A handwritten signature in blue ink, likely belonging to Judge Samuel T. Biscoe, located to the right of the "Elected/Appointed Official/Dept. Head" line.

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 – 6.

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

Leslie Browder, 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.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

March 13, 2012

ITEM # :

DATE: March 2, 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: Leslie Browder, 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 – 6.

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

LB/DB/TLO

Attachments

- cc: Planning and Budget Department
- County Auditor
- County Auditor-Payroll (Certified copy)
- County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	32	Attorney I	21 / Minimum / \$51,934.48	21 / Minimum / \$51,934.48
County Atty	183	Attorney I	21 / Minimum / \$51,934.48	21 / Minimum / \$51,934.48
Juvenile Probation	249	Building Maint Coord	13 / \$35,318.40	13 / \$35,318.40
Juvenile Probation	271	Juvenile Probation Ofcr II	15 / Level 1 / \$35,651.20	15 / Level 1 / \$35,651.20
Juvenile Probation	325	Juvenile Probation Ofcr Asst	12 / Level 1 / \$29,099.20	12 / Level 1 / \$29,099.20
Juvenile Probation	622	Juvenile Probation Ofcr III	16 / Level 4 / \$41,475.20	16 / Level 4 / \$41,475.20
Medical Examiner	11	Forensic Autopsy Tech	13 / \$36,585.13	13 / \$36,585.13
PBO	1	County Exec PBO	34 / \$144,637.75	34 / \$144,637.75
Sheriff	1630	Security Coord	12 / Midpoint / \$34,621.60	12 / Midpoint / \$34,621.60
Sheriff	1877	Registered Charge Nurse	21 / Midpoint / \$64,918.26	21 / Midpoint / \$64,918.26
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	***Temporary Status Type Code
County Atty	20023	Office Asst	8 / \$10.36	8 / \$10.36	02
HHS	20064	Case Worker*	15 / \$17.64	15 / \$17.64	02
HHS	20066	Home Repair Supv*	16 / \$22.25	16 / \$22.25	02
* Regular to Temporary			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
HHS	Slot 20075 / Case Worker / Grd 15 / \$17.14	HHS	Slot 50031 / Office Spec / Grd 10 / \$14.53	Voluntary job change. Status changed from Temporary Worker (02) to Project Worker (05).

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1081	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 32 / Attorney III / Grd 24 / \$63,638.43	District Atty	Slot 214 / Attorney III* / Grd 24 / \$63,638.43	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
County Atty	Slot 183 / Attorney IV / Grd 26 / \$72,861.57	District Atty	Slot 18 / Attorney IV* / Grd 26 / \$72,861.57	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
JP Pct 3	Slot 2 / Office Mgr Sr / Grd 21 / \$64,918.12	JP Pct 3	Slot 2 / Office Mgr Sr / Grd 21 / \$71,410.14	Salary adjustment. Pay is between midpoint and max of pay grade.
JP Pct 3	Slot 4 / Court Clerk II / Grd 15 / \$41,069.39	JP Pct 3	Slot 4 / Court Clerk II / Grd 15 / \$41,890.78	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 6 / Court Clerk II Sr / Grd 16 / \$44,445.81	JP Pct 3	Slot 6 / Court Clerk II Sr / Grd 16 / \$45,334.73	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 7 / Court Clerk II / Grd 15 / \$36,578.31	JP Pct 3	Slot 7 / Court Clerk II / Grd 15 / \$39,193.00	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 11 / Court Clerk II Sr / Grd 16 / \$41,836.48	JP Pct 3	Slot 11 / Court Clerk II Sr / Grd 16 / \$42,673.21	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 12 / Court Clerk I / Grd 13 / \$35,111.75	JP Pct 3	Slot 12 / Court Clerk I / Grd 13 / \$35,813.99	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 19 / Court Clerk I / Grd 13 / \$32,880.79	JP Pct 3	Slot 19 / Court Clerk I / Grd 13 / \$33,538.41	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 4	Slot 16 / Juvenile Case Mgr / Grd 14 / \$36,691.20	JP Pct 4	Slot 16 / Juvenile Case Mgr / Grd 14 / \$38,168.00	Salary adjustment. Pay is between min and midpoint of pay grade.
Sheriff	Slot 389 / Building Maint Worker Sr / Grd 11 / \$32,360.78	Sheriff	Slot 609 / Locksmith / Grd 14 / \$37,211.20	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 429 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	Sheriff	Slot 1898 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 859 / Corrections Ofcr / Grd 81 / \$39,706.37	Sheriff	Slot 570 / Corrections Ofcr* / Grd 81 / \$39,706.37	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 888 / Corrections Ofcr Sr / Grd 83 / \$45,382.90	Sheriff	Slot 571 / Corrections Ofcr Sr* / Grd 83 / \$45,382.90	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1175 / Corrections Ofcr / Grd 81 / \$39,706.37	Sheriff	Slot 567 / Corrections Ofcr* / Grd 81 / \$39,706.37	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1520 / Cadet* / Grd 80 / \$34,594.77	Sheriff	Slot 573 / Cadet* / Grd 80 / \$34,594.77	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Tax Collector	Slot 13 / Tax Supv / Grd 18 / \$43,699.79	Tax Collector	Slot 13 / Tax Supv / Grd 18 / \$46,758.78	Salary adjustment. Pay is between min and midpoint of pay grade.
Tax Collector	Slot 36 / Tax Supv / Grd 18 / \$43,663.36	Tax Collector	Slot 36 / Tax Supv / Grd 18 / \$46,196.80	Salary adjustment. Pay is between min and midpoint of pay grade.
* 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
JP Pct 3	3	Court Clerk II Sr / 16748	NE	16	Court Svcs Mgmt Admin Coord / 18396	E	18
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: March 13, 2012

Prepared By/Phone Number: John Pena, CTPM; Marvin Brice, CPPB,
Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO
Purchasing Agent

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language:

APPROVE MODIFICATION NO. 1 TO CONTRACT 10AE0198JE, AECOM TECHNICAL SERVICES, INC. FOR DESIGN SERVICES FOR ARTERIAL "A".

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

On August 3, 2010, the court approved a Professional Services Agreement (PSA) with the engineering firm AECOM Technical Services, Inc. for Work Product 1 (WP1) of this project. WP1 included preparing schematics of alignment alternates to determine the most cost effective alignment between US290 and Parmer Lane. The design was coordinated with the City of Austin, TxDOT, CTRMA, neighborhood associations and the other stakeholders along its route. The court approved a fee of \$463,759.64 for this phase of the project. WP1 was finalized December 2011.

Upon completion of WP1, TNR staff, with the Purchasing Office assistance, entered into negotiations for the scope and fee with AECOM Technical Services, Inc. for phase two, Work Product 2 (WP2) the project, which will include preliminary design plans (up to 30% complete) for the portion of the roadway that is located within Travis County's jurisdiction.

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.

TNR recommends approval of Modification No. 1 for WP2 in the amount of \$286,232.77.

➤ **Contract Expenditures:** Within the last 12 months \$363,085.48 has been spent against this contract, thus far.

➤ **Contract-Related Information:**

Award Amount: \$463,759.64, WP1

Contract Type: Professional Services

Contract Period: 10 Months from the NTP date.

➤ **Contract Modification Information:** N/A

Modification Amount: \$286,232.77

Modification Type: Professional Services

Modification Period: 5 Months from the NTP date.

➤ **Solicitation-Related Information:** N/A

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 550914

Funding Account(s): 512-4931-808-8164 COR001

Comments:

MODIFICATION OF CONTRACT NUMBER: **10AE0198JE**

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DESIGN SERVICES FOR ARTERIAL "A"

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET SUITE 800 AUSTIN, TEXAS 78701	PURCHASING AGENT ASST: John E. Pena, CTPM TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 21, 2012
ISSUED TO: AECOM Attn: Lorena Echeverria De Misi, P.E. 400 West 15 th Street, Suite 500 Austin, Texas 78701	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: August 3, 2010

ORIGINAL CONTRACT TERM DATES: January 4, 2011 – Through Completion CURRENT CONTRACT TERM DATES: January 4, 2011 – Through Completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$463,759.64

Current Modified Amount: \$749,992.41

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

- A. Reference Exhibit 1, Section 1-Compensation for Basic Services, Section 1.1. The Fixed Fee Total is changed from \$421,125.64, to \$687,326.01, an increase of \$266,200.37.
- B. Reference Exhibit 1, Section 1-Compensation for Basic Services, Section 1.1, Sub-paragraph 1.1.1 (ii) Work Product 2. The fee is changed from the \$ TBD (\$0.00) amount, to \$266,200.37, an increase of \$266,200.37.
- C. Reference Exhibit 1, Section 4-Reimbursable Expenses, Paragraph 4.1, Non-Labor Reimbursable Expenses. The amount is changed from \$28,226.00 to \$34,768.40, an increase of \$6,542.40.
- D. Reference Exhibit 1, Section 4-Reimbursable Expenses, Paragraph 4.1, Sub-Consultant Management Fees. The amount is changed from \$14,408.00 to \$27,898.00, an increase of \$13,490.00.

The Reimbursable Expense Total for Non-Labor Reimbursable Expenses and the Sub-Consultant Management Fees is the Not-to-Exceed (NTE) amount of \$62,666.40, an increase of \$20,032.40.

E. Reference Exhibit 1, Section 5-Total Agreement Sum, is changed from a NTE amount of \$463,759.64 (*Work Product 1, \$421,125.64; Non-Labor Reimbursable Expense, \$28,226.00 & Sub-consultant Management Fees, \$14,408.00*) to a NTE amount of \$749,992.41 (*Work Product 1, \$421,125.64; Non-Labor Reimbursable Expense, \$28,226.00; Sub-consultant Management Fees, \$14,408.00 and Work Product 2, \$266,200.37; Non-Labor Reimbursable Expense, \$6,542.40 & Sub-Consultant Management Fees, \$13,490.00*), an increase of \$286,232.77.

F. The attached Scope of Work is made a part of the contract and is added to Appendix A, Scope of Services as Work Product 2, Phase II: 30% PS&E.

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

Note to Vendor:

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

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

LEGAL BUSINESS NAME: <u>AECOM TECHNICAL SERVICES, INC.</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>MICHAEL J. HEGARTY</u> PRINT NAME TITLE: <u>VICE PRESIDENT</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE:
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------

TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
---------------------------------------------------------------------------------------------------------------	-------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:
----------------------------------------------------------------------------	-------

Travis County Precinct 1
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**SCOPE OF WORK
 SERVICES TO BE PROVIDED BY THE ENGINEER
 ARTERIAL "A" PROJECT**

**WORK PRODUCT 2
 PHASE II: 30% PS&E**

Arterial "A" is a MAD4 arterial approximately 3.5-miles in length with 11,300 feet located within Travis County jurisdiction and the remaining inside the City of Austin jurisdiction. The design speed is 45 mph and the typical cross section of the roadway includes:

- **two 12-ft lanes in each direction**
- **23-ft wide grassy median (back-of-curb to back-of-curb)**
- **5-ft bike lane abutting the concrete gutter along each outside lane**
- **2-ft concrete curb and gutter along outside edge of bike lane**
- **6-ft sidewalk on both sides of the road**

The work to be performed under this contract will consist of providing engineering services for the preparation of 30% Plans, Specifications, and Estimates (PS&E) for the portion located within Travis County will be developed. One draft environmental document will also be prepared. The work will be performed by AECOM, Inc. (AECOM), Cox|McLain (CM), Crespo Consulting Services (CSP), Surveying & Mapping, Inc. (SAM), and Unintech (UNI).

All engineering documents will include 30% plans and estimates in accordance with the format stipulated by Travis County.

The project will be developed using generally recognized engineering methodology and standards of care.

Engineering services will be required for an acceptable project as approved by Transportation and Natural Resources (TNR). The project will be developed in English units.

TABLE 1: PROJECT INVENTORY

ROADWAY		RETAINING WALL	
Project Length in Travis County = 11,300 feet		Number of Retaining Walls = 26 Total Retaining Wall Length = 11,600 feet	
BRIDGE		DRAINAGE	
Number of Bridge Crossings = 3 Number of Single Bridges = 2 Number of Twin Bridges = 2 Total Bridge Length = 2,360 feet		Number of Bridge Class Culverts = 2 Number of Non-Bridge Class Culverts = 8 Number of Water-Quality Ponds = 10 Number of Detention Ponds = 10	

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WORK PRODUCT 2 PHASE II: 30% PS&E

SECTION 2.1: SERVICES TO BE PROVIDED BY AECOM, INC. (AECOM)

At the completion of Phase I, the preferred alignment will be approved by the County and Phase II will begin. Phase II will develop the detailed design for 30% complete design documents. Plans will be developed in 11"x17" format (half-scale).

ROADWAY DESIGN

1. Develop typical section sheets for both existing and proposed Arterial "A", Rundberg Lane, Braker Lane, Cameron Road, and US 290E.
2. Calculate final superelevation rates and update shape file for preferred alignment.
3. Design independent vertical profiles for northbound and southbound Arterial "A" lanes. This will provide flexibility in reducing retaining wall needs, slope easements, and earthwork quantities for the project.
4. Design existing and proposed cross street profiles for US 290 E westbound frontage road, Rundberg Lane, Springdale Road, Barr Lane, Cameron Road, and Taebaek Drive.
5. Define proposed driveway criteria and locations along Arterial "A" alignment and update roadway base map file. Driveway profiles will be created at 60% development and not under this contract.
6. Develop roadway plan and profile sheets (1" = 100'H / 1" = 10'V) for Arterial "A". Coordinates, superelevation data, stations, elevations of key alignment features and bench marks will be noted. Roadway P&P sheets will be developed only for the portion of the project that is located within Travis County, approximately 11,300 feet.
7. Develop profile sheets for cross streets including US 290E westbound frontage road, Rundberg Lane, Springdale Road, Barr Lane, Cameron Road, and Taebaek Drive (1" = 100'H / 1" = 10'V).
8. Prepare preliminary intersection layouts for the intersections of US 290 E, Springdale Road, Rundberg Lane, and Cameron Road (1" = 50').
9. Develop design cross sections for preferred alignment at maximum 100-ft increments and prepare cross section sheets (1" = 20').
10. Determine quantities of cut and fill for each cross section.
11. Calculate quantities for roadway items for the project.
12. Conduct site visit to verify field items as needed to satisfy the requirements of the County.

UTILITIES

1. Obtain record drawings and review existing utility record drawings provided by utility agencies for development of existing utility base file.
2. Determine utility conflicts and coordinate with utility agencies for relocation. Incorporate existing utilities into the preliminary plans.
3. Develop preliminary existing utility layouts (1" = 100'). The ENGINEER will furnish 30% plans to each serving utility company for coordination. The actual design and relocation of existing utilities will be done by others.

DRAINAGE

1. Calculate internal drainage areas for storm sewer system and develop drainage area maps for inclusion in the plans.

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2. Perform preliminary storm sewer analysis and design using *Geopak Drainage* software.
3. Generate hydraulic computation sheets to provide all calculations to the County in the form of a printed output file as well as showing the necessary information in the final plan set for the project.
4. Develop preliminary storm sewer plan and profile sheets (1" = 100').
5. Conduct site visit to verify field items as needed to satisfy the requirements of the County.

TRAFFIC CONTROL PLAN

1. Prepare TCP narrative sheet outlining the general sequence of construction plan. Narrative sheet will be submitted to the County for review and incorporation into the plans.

RETAINING WALLS

1. Identify preliminary retaining wall locations, lengths, heights, and square areas for the independent vertical profiles of Arterial "A". Retaining wall locations will be summarized in tabular form for the 30% submittal. Preliminary retaining wall layouts will be developed at the 60% level of design completion.

MISCELLANEOUS ROADWAY

1. Miscellaneous Drafting
 - a. Project Title Sheet - prepare a title sheet formatted to County guidelines to be used for the construction plans. Index of sheets will be included on the title sheet.
 - b. Project Layout - develop site layout for the project.
 - c. Horizontal Alignment Data Sheet - prepare horizontal alignment data sheets.
 - d. Preliminary Summary Sheets - prepare summary sheets to tabulate roadway, drainage, and structural items on the project.
2. Project Estimate - prepare a construction estimate of the engineer's opinion of probable costs. The estimate will be prepared for the project at the 30% submittal.
3. Submittals and Design Review Meetings - a 30% final deliverable will be required. Two (2) copies will be submitted for County review. Comments and revisions requested from County review will be addressed and/or incorporated into the final deliverable under this contract.
 - a. 30% Submittal & Review - submittal will include preliminary cross sections, P&P sheets, existing and proposed typical sections, preliminary title and index sheets, preliminary drainage area map and drainage calculations, preliminary bridge layouts, preliminary retaining wall locations, TCP narrative, preliminary utility exhibits, summary sheet outline, identify potential utility conflicts, and preliminary cost estimate.
 - b. Attend 30% review meeting.
 - c. Electronic Graphics Submittal - provide to the County, an electronic deliverable (CD-ROM) of all design documents for the project.

PROJECT MANAGEMENT

1. Provide overall project management services including project coordination, subconsultant management, and preparation of invoices. Ensure timely delivery of the PS&E submittals, GEOPAK files, electronic files, and hard copies of all pertinent information, all in American Standard System of Measure format.
2. Monitor and update design project schedule as needed throughout development of the project.
3. Design Notebook - Compile a notebook containing the project design calculations and associated data.
4. Project Meetings

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- a. Attend project related meetings with the County, as directed. The Engineer will be required to attend up to two (2) Project Development Meetings to discuss the progress of the project and design issues. Meetings are estimated at 2 hr/meeting.
 - b. Record and distribute meeting minutes. The Engineer will compile and provide the minutes of all meetings to the County within ten (10) working days of such meetings.
5. Quality Management
- a. Quality Control/ Quality Assurance Reviews – Perform QA/QC and assure that all work performed, including subconsultant work, goes through a QA/QC process before County receives deliverables.
 - b. Prepare Comment Log Files for documenting, coordinating, and addressing review comments received by the County personnel throughout the development of the PS&E.

SECTION 2.2: SERVICES TO BE PROVIDED BY COX|McLAIN (CML)

ENVIRONMENTAL STUDIES

1. Assist in project management and communications.
2. Prepare final Travis County Environmental Assessment (EA) - Prepare County EA summarizing environmental studies and constraints and documenting potential environmental impacts, including permitting requirements, for the 30% PS&E. Deliverables: Final Travis County EA (2 hard copies and 1 electronic copy)
3. Provide additional agency coordination (no permits).
4. Project archeologists will conduct background research at the Texas Archeological Research Laboratory (TARL) and summarize findings and recommendations in the Final EA. An archeological survey (pedestrian survey including standard shovel tests) will be performed for the project, and summarized in a report suitable for submittal to the THC. Prepare one (1) archeological survey report (2 hard copies and 1 electronic copy).

SECTION 2.3: SERVICES TO BE PROVIDED BY CRESPO CONSULTING SERVICES, INC. (CRESPO)

DRAINAGE

1. Hydrologic Studies
 - a. Prepare a drainage area map for inclusion in the plans.
 - b. Coordinate with the local FEMA administrator.
2. Hydraulic Computations - Perform necessary hydraulic computations for the design of this project. Hydraulic design calculations will be performed for the following: bridges, culverts, and water quality / detention ponds. This work will include the use of hydraulic computer programs such as WinStorm, HEC-RAS, HEC II or other hydraulic modeling programs approved by the County. FEMA analysis does not include a CLOMR or LOMR and, if either is required, will be performed under an additional scope and budget. All modeling and design will be conducted in conformance with FEMA and County Floodplain Administrator's requirements, and will provide the basis final design modeling and CLOMR/LOMR development (if necessary).
3. Hydraulic Report - Provide all hydraulic calculations to the County in the form of a drainage report as well as showing the necessary information in the 30% plan set for the project. The report will be signed and sealed by a Texas registered Professional Engineer. Perform scour calculations for bridge structures and include in the drainage report at the 30% submittal to the County.

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4. **Hydraulic Data Sheet** - Prepare a Hydraulic Data Sheet for inclusion in the plans for two (2) bridge crossings. A Hydraulic Data Sheet for two (2) bridge class culverts will also be prepared to only include the inputs/outputs of the computer software analyses. Hydraulic data for eight (8) non-bridge class culverts will be displayed alongside the corresponding culvert in the Culvert Profile Sheet.
5. **Drainage Easements** – Verify the locations and size of any necessary drainage easements previously identified under Work Product 1.
6. **Culvert Layout** - Culvert design will be performed in accordance with TxDOT's *Hydraulic Design Manual* and will be based upon the drainage area information and the runoff computations. Culvert Layout Sheets will be shown at a scale of 1" = 40' and prepared for two (2) bridge class culverts. Culvert Profile Sheets will be shown at a scale of 1" = 20' and prepared for eight (8) non bridge class culverts. Plan view will show the location of culvert, roadway alignment, utilities, and channel improvements, as required. Profile view information will include size, slope, proposed and existing ground lines above the culvert, and hydraulic data.
7. **Summary of quantities** – Update quantities for drainage items quantified under Work Product 1 for the 30% submittal. Summary sheets will be provided by AECOM and drainage items tabulated on sheets.
8. **Conduct site visit and field work** to support 30% design for the proposed new roadway alignment and related drainage appurtenances.

SECTION 2.4 SERVICES TO BE PROVIDED BY SURVEYING & MAPPING, INC. (SAM)

SURVEY AND ROW

1. **Project Survey Control**
 Project horizontal and vertical control (5/8" iron rods with SAM Control plastic caps) will be set along the selected route for Arterial A at minimum 1,000 foot intervals (13 control points estimated). Survey control for this project will be placed on the following horizontal and vertical datums: NAD83/93/NAVD88 values (Texas State Plane Grid Coordinates, Central Zone) (US 290 2008 CTRMA/HNTB Control). An ASCII file providing X, Y, Z coordinates for the control points set for this project will be provided along with a survey control drawing on 11x17 white mylar and copies of field notes with 3 ties from the control points to permanent features.
2. **Design Survey**
 - a. **2.3-mile Corridor** - Survey the topographic relief sufficient to produce 1 foot contour mapping intervals and locate existing visible planimetric features along the proposed 2.3-mile corridor of Arterial A from the north right-of-way (ROW) of US 290 to the Austin City Limit Line to include, but not limited to, fences, buildings and visible surface utility features. The survey limits will extend 10 feet in each direction from the proposed ROW line (67 feet from proposed centerline) of Arterial A for a total width of 134 feet. The design survey limits will extend on to the Austin Community Landfill site located on the East side of Arterial A up to the limits of the active area.
 - b. **Minor Cross Streets** - Perform full topographic survey, sufficient to produce 1 foot contour mapping intervals, from ROW to ROW, of the four existing roads that cross or tie-in to the proposed Arterial A alignment (Springdale Road, Barr Lane, Blue Goose Road, Taebak Drive). The limits for the topographic survey of said roads will extend a maximum 200 feet in each direction from the intersection of the existing road centerline with the proposed ROW line (67 feet from proposed centerline) of Arterial A.

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- c. **Rundberg Lane** - Perform full topographic survey, sufficient to produce 1 foot contour mapping intervals for the proposed Rundberg Lane extension from Springdale Road to Arterial A (approximately 300 feet). The survey limits for this area will extend 10 feet in each direction from the proposed ROW line (67 feet from proposed centerline) of Rundberg Lane for a total width of 134 feet.
 - d. **Drainage Channels** – Major drainage channels that cross proposed Arterial A alignment will be cross sectioned at 50 feet upstream and downstream (bridge-class culverts only, 2 locations). One (1) cross-section will be needed at the upstream end and one (1) at the downstream end. For bridge locations over Walnut Creek Tributary #3, cross sections will be shot at 200 ft upstream and downstream. Two (2) cross-sections will be needed for the proposed bridges at the upstream end and two (2) at the downstream end at approximate stations 47+00, 60+00, and 71+00. Grade shots will be taken at the center of creek, bottom of creek bank, top of creek bank and at natural grade approximately 50 feet beyond the discernible top of creek bank. These cross sections are not intended to be part of the overall DTM.
 - e. **Design Survey deliverables** will include a base map showing the above information using MicroStation (V8) and furnished in 2D and 3D format on a compact disk. Deliverables shall include 2D & 3D MicroStation (V8) drawing files of all features located in the field along with one-foot interval contours and a GEOPAK TIN file. Other deliverables shall include a PDF of field book copies, an ASCII point file of coordinates.
3. **Right of Entry**
- a. Travis County will acquire the required right of entries in a timely manner for properties that must be accessed for the on-the-ground surveying that will be performed.
4. **Additional Services Not Included In Scope**
- a. Preparation of descriptions for drainage easements, construction easements or access denial lines will be additional services.
 - b. SUE services.
 - c. Staking or locating geotechnical soil borings.
 - d. Staking of alignment and ROW lines.
 - e. ROW survey
 - f. ROW documents
 - g. Additional design survey due to changes in the alignment.

SECTION 2.4 SERVICES TO BE PROVIDED BY UNINTECH (UNI)

BRIDGE DESIGN

1. Conduct site visit.
2. Evaluate and coordinate with roadway design.
3. Evaluate and coordinate with hydraulic analysis with substructure location and shape.
4. Provide proposed bridge typical sections.
5. Develop three (3) bridge layouts in accordance with the most recent edition of the TxDOT's Bridge Project Development Manual, and Bridge Detailing Manual.
 - a. Provide the following information on each bridge layout plan view, as applicable:
 - i. Horizontal curve information
 - ii. Horizontal, vertical, and template information for all roadways or railroads crossed

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- iii. Bearing of centerline or reference line
- iv. Skew angle(s)
- v. Slope for header banks and approach fills
- vi. Control stations and deck elevations at beginning and ending of bridge and at all intersections
- vii. Approach pavement and crown width
- viii. Width of bridge roadway, curbs, face of rails, shoulders, and sidewalks
- ix. Bridge end treatments including cement stabilized backfill details
- x. Limits and type of riprap
- xi. Proposed features beneath structure
- xii. Location of profile grade line
- xiii. North arrow and scale bar
- xiv. Typical bridge roadway section including preliminary proposed beam types and spacing
- xv. Cross-slope and superelevation data
- xvi. Locations and calculated values of minimum vertical clearances. Dimension minimum vertical clearance to controlling features
- xvii. Location of soil core holes, including station and offset
- xviii. Bent stations and bearings
- xix. Traffic flow directional arrows
- xx. Railing type(s)
- xxi. Joint type and seal size, if used
- xxii. Beam line numbers consistent with span details
- xxiii. Critical horizontal clearances, including distances to railroad tracks, nearby structures, and utilities
- xxiv. Bearings of utilities
- b. Provide the following information on each bridge layout elevation view, as applicable:
 - i. Foundation type
 - ii. Finished grade elevations at beginning and end of bridge
 - iii. Overall length of structure
 - iv. Lengths and types of spans and units
 - v. Railing type(s)
 - vi. Locations of minimum vertical clearances. Dimension minimum vertical clearance to controlling features
 - vii. Existing and proposed ground lines
 - viii. Grid elevations and stations
 - ix. Bent numbers
 - x. Bridge stationing compatible with grid stations
 - xi. Standard title
 - xii. Profile grade data
 - xiii. Type of riprap
 - xiv. Soil bore holes information with penetrometer test data shown at the correct stations, elevations, and scale
 - xv. Dowel locations at all bents
 - xvi. Column "H" heights
 - xvii. Number, size, and length of foundations
 - xviii. Design and 100-yr peak discharges

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- xix. **Design and 100-yr high water**
 - xx. **Natural and through-bridge velocities for design and 100-yr floods**
 - xxi. **Calculated backwater for design and 100-yr floods**
 - xxii. **Direction of flow at waterway crossings**
 - xxiii. **Existing and Proposed Contours at waterway crossings**
6. **Prepare preliminary cost estimate for bridges.**
 7. **Perform internal QA/QC on all deliverables before submitting to AECOM.**

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SECTION 3: PROJECT SUBMITTALS

Work Product 2 submittal will include a cover letter from the Engineer stating who from the design team performed a Quality Assurance / Quality Control check. Two final checks will be submitted and three weeks allowed for the County to review and provide written comments and/or approval.

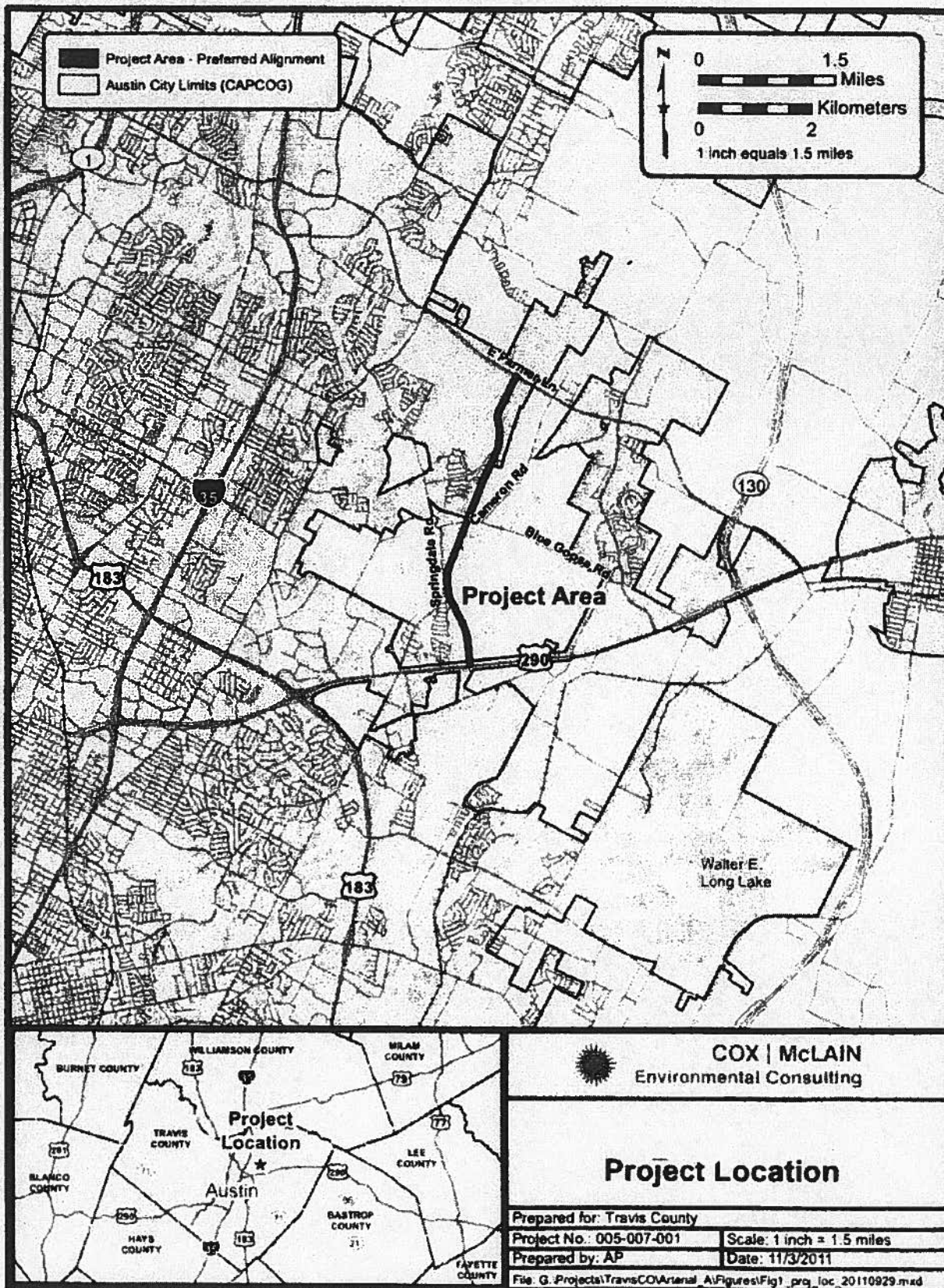
30% Design Submittal:

1. Preliminary title and index of sheets
2. Plan and profile sheets
3. Existing and proposed typical sections
4. Preliminary intersection layouts
5. Preliminary cross sections
6. Preliminary drainage area map, discharge relationships, and drainage calculations
7. Storm drainage master plan
8. Preliminary culvert layouts
9. Preliminary bridge layouts
10. Preliminary retaining wall locations
11. Sequence of work outline for traffic control
12. Identify potential conflicts with existing utilities and prepare preliminary utility exhibits
13. Update estimate and prepare preliminary summary sheets
14. Certification letter for QA/QC check
15. Submit plans (paper plots), estimate, and all supporting paperwork for TNR review
16. Final County EA

Timeline: 5 Months

Travis County Precinct 1
Arterial "A"
30% PS&E
Limits: From US 290E To City Limit Line

Modification No. 1
Contract No. 10AE198JE
Page 11 of 11



PI PRINT222360.txt

PURCHASE REQUISITION NBR: 0000550914

STATUS: AUDITOR APPROVAL

REASON: 53933 ROADS-CIP MOD PO#465997 CONT 10AEO198JE

SUGGESTED VENDOR: 74308 AECOM TECHNICAL SERVICES INC

DATE: 1/20/12

DELIVER BY DATE: 1/20/12

REQUISITION BY: BRUNILDA CRUZ 854-7679
SHIP TO LOCATION: AS INDICATED BELOW

LINE #	DESCRIPTION	AMOUNT	CURRENCY	QTY	UNIT PRICE
1	WORK PRODUCT 2 DESIGN SERVICES TO ADD WORK PRODUCT 2 DESIGN SERVICES TO THE PSA CONTRACT. THE WORK FOR WP1 FOR \$463,759.64 HAS BEEN COMPLETED FOR THE ARTERIAL A DESIGN SERVICES. THIS WILL INCREASE THE CONTRACT FROM \$463,759.64 TO \$749,992.41. COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROAD-NEW CONSTRUCT	130069.78	DOL	1.0000	130069.78
2	NON-LABOR REIMBURSABLES EXPENSES COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROAD-NEW CONSTRUCT	576.00	DOL	1.0000	576.00
3	SUB-CONSULTANT MANAGEMENT FEES COX MCLAIN \$16,067.59 CRESPO \$43,969.00 SAM INC \$63,720.40 UNINTECH \$31,830.00 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: MAJOR ROAD-NEW CONSTRUCT	155586.99	DOL	1.0000	155586.99
REQUISITION TOTAL:		286232.77			

ACCOUNT INFORMATION

LINE #	ACCOUNT	DESCRIPTION	PROJECT	%	AMOUNT
1	51349318088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS	COR001	100.00	130069.78
2	51349318088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS	COR001	100.00	576.00
3	51349318088164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS	COR001	100.00	155586.99
					286232.77

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20120120 RT
2/7/12 WAITING ON CONTRACT MOD. KS



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Nancy Barchus, 512-854-9764

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 11T00264NB, REDWOOD TOXICOLOGY LABORATORY INC., FOR DRUG TEST KITS.

- **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.

Contract No. 11T00264NB was originally awarded by the court on August 2, 2011. The bid was awarded by line item and awards were made to three vendors, Redwood Toxicology Laboratory, US Diagnostics and Express Diagnostics International, Inc.

Modification No. 1 will add a 6 panel integrated test cup with adulterant strip and a 10 panel integrated test cup with adulterant strip.

Quotes were solicited for the additional test cups from the awarded contractors. Redwood Toxicology Laboratory, Inc. provided the lowest bid.

- **Contract Expenditures:** Within the last 6 months \$1,140.00 has been spent against this contract.

- **Contract Modification Information:**

Modification Amount: N/A

Modification Type: Add Like Items

Modification Period: March 13, 2012 through August 5, 2012

Comments:

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.

➤ **Funding Information:**

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

Funding Account(s): 001-4530-593-3053, 627-4514-593-3053,
059-2430-546-3053

Comments:

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.

MODIFICATION OF CONTRACT NUMBER: 11T00264NB, Drug Test Kits

PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 700 LAVAC, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Nancy Barchus TEL. NO: (512) 854-9700 FAX NO: (512) 854-4211	DATE PREPARED: January 17, 2012
ISSUED TO: Redwood Toxicology Laboratory Inc. Attn: Sonja McIntosh Sales Operations Manager 3650 Westwind Boulevard Santa Rosa, CA 95403	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: August 2, 2011

ORIGINAL CONTRACT TERM DATES: August 6, 2011 through August 5, 2012 CURRENT CONTRACT TERM DATES: August 6, 2011 through August 5, 2012

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: Estimated Requirements Current Modified Amount: Estimated Requirements

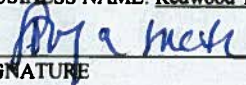
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The purpose of this modification is to add the following, estimated quantity, like item products to the list of items available on contract.

Item	Part No.	Unit of Measure	Unit Cost
6 Panel Integrated Drug Test Cup Including Adulterant Test Strips Item Number: 011020029 011021910		ea	\$2.08
I-Cup 10-Panel Testing Cups COC/THC/OP/AMP/M-AMP /BZO/BAR/OXY/MTD/PPX W/Adulterant Item Number: 011022074		ea	\$5.60

Note to Vendor:

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

LEGAL BUSINESS NAME: <u>Redwood Toxicology Laboratory, Inc.</u> BY: <u></u> SIGNATURE BY: <u>Sonja McIntosh</u> PRINT NAME TITLE: <u>Sales Operations Manager</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: January 30, 2012
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

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

DATE: February 21, 2012

RE: Modification Redwood Toxicology Laboratory contract 11T00264NB for Alcohol and Drug Testing

The Travis County Juvenile Probation is requesting a contract modification to add the 6 panel integrated drug test cup (including adulterant test strips) to the existing Redwood contract.

The following details the Commodity/Sub-Commodity codes and funding information.

Commodity/Sub-Commodity Codes	193 / 048
Account Number	001-4530-593-3053
Account Number	627-4514-593-3053, project M12627

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

cc: Barbara Swift
Emmitt Hayes
Sylvia Mendoza

EPM: sm

RECEIVED

FEB 22 2012

**TRAVIS COUNTY
PURCHASING OFFICE**



TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



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

DATE: January 31, 2012

TO: Cyd Grimes
Purchasing Agent

FROM: Debra Hale
Debra Hale
Director of Court Management

RE: Redwood Toxicology Laboratory Inc. Contract (Contract Number 11T00264NB)

The Travis County Criminal Court Department would like to modify its contract with Redwood Toxicology Laboratory Inc. to add:

<u>Item</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>
I-Cup 10-Panel Testing Cups COC/THC/OP/AMP/M-AMP /BZO/BAR/OXY/MTD/PPX W/Adulterant	ea	\$5.60

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

PI655101

TRAVIS COUNTY
Account Balance Inquiry

2/24/12
14:33:35

Fiscal Year	:	2012
Account number	:	1-4530-593.30-53
Fund	:	001 GENERAL FUND
Department	:	45 JUVENILE PROBATION
Division	:	30 PROBATION SERVICES
Basic activity	:	59 JUSTICE SYSTM (JUV SRVCS)
Sub activity	:	3 JUVENILE PROBATION
Element	:	30 OPER SUPP, REPR PRTS,& EQ
Object	:	53 LABORATORY EQUIP & SUPP
Budget	:	34,400
Encumbered amount	:	.00
Pre-encumbered amount	:	.00
Expenditures	:	7,087.50
Total expenditures	:	7,087.50
Balance	:	27,312.50

Press Enter to continue.

F3=Exit F12=Cancel

PI655101

TRAVIS COUNTY
Account Balance Inquiry

2/24/12
14:33:56

Fiscal Year :	2012
Account number :	627-4514-593.30-53
Fund :	627 TC Juv Treatment Drg Crts
Department :	45 JUVENILE PROBATION
Division :	14 ASSESSMENT & RESOURCES
Basic activity :	59 JUSTICE SYSTM (JUV SRVCS)
Sub activity :	3 JUVENILE PROBATION
Element :	30 OPER SUPP, REPR PRTS,& EQ
Object :	53 LABORATORY EQUIP & SUPP

Budget :	24,900
Encumbered amount :	.00
Pre-encumbered amount :	.00
Expenditures :	900.00
Total expenditures :	900.00
Balance :	24,000.00

Press Enter to continue.

F3=Exit F12=Cancel

PI655101

TRAVIS COUNTY
Account Balance Inquiry

2/24/12
14:34:32

Fiscal Year :	2012
Account number :	59-2430-546.30-53
Fund :	059 DRUG COURT PROGRAM
Department :	24 CRIMINAL COURTS
Division :	30 DRUG COURT PROGRAM
Basic activity :	54 JUSTICE SYSTEM
Sub activity :	6 CRIMINAL JUSTICE
Element :	30 OPER SUPP, REPR PRTS,& EQ
Object :	53 LABORATORY EQUIP & SUPP
Budget :	3,279
Encumbered amount :	.00
Pre-encumbered amount :	.00
Expenditures :	3,220.00
Total expenditures :	3,220.00
Balance :	59.00

Press Enter to continue.

F3=Exit F12=Cancel



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Ron Dube, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

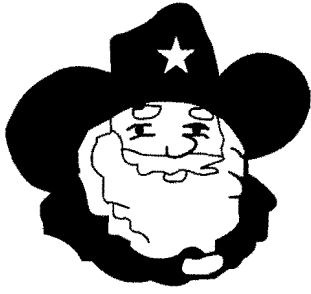
DECLARE TWO PALLET JACKS AS SURPLUS PROPERTY AND DONATE TO THE BROWN SANTA PROGRAM, A NON-PROFIT CIVIC ORGANIZATION, PURSUANT TO SECTION 263.152(A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE.

Purchasing Recommendation and Comments: Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.

Brown Santa is a non-profit organization that continues to grow after twenty eight years of service. The two pallet jacks will help as their needs continue to grow.

These assets are currently assigned to the kitchen at TCCC, as they have been replaced; they are located at the Purchasing Warehouse.

In accordance with the Local Government Code 263.152 (a)(4), the County is permitted to dispose of surplus property without competitive bidding or an auction if the recipient is a civic or charitable organization located in the county.



TRAVIS COUNTY SHERIFF'S OFFICE
BROWN SANTA PROGRAM

February 27, 2012

Travis County Commissioners' Court

RE: Fixed Assets transfer

To Whom It May Concern:

The TCCC Kitchen area has two pallet jacks that are being replaced, and removed from service. The Fixed Assets numbers for these two items are #106802 and #137919.

We respectfully ask that those two pallet jacks be donated to the Travis County Brown Santa program. This community service event has continued to grow over it's 28 years of service. The program can always use extra equipment, such as these pallet jacks, to ease some of the heavy lifting.

Thank you.

A handwritten signature in cursive script that reads "Diana Lockhart".

Diana Lockhart

Secretary, Brown Santa Board of Directors

512/247-2682, (512/24-SANTA)



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 7 to Contract No. 99AE601-JJ, MWM DesignGroup for Ferguson Road Design Project.

- **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 intent of this project is to improve the vehicular capacity of Ferguson Lane and to divert truck traffic away from the Walnut Place residential neighborhood streets that are located east of Sprinkle Lane. In doing so, a project goal is the provision of an alternate route for trucks and other commercial vehicles generated by the industrial and other commercial land uses in the area heading to or leaving US Hwy 290 E.
- This Change Order number seven (7) is for Additional Services as a result of the Texas Historical Commission (THC) having provided Travis County a comment during their review of 100% design documents. This modification will increase the contract amount by \$6,020.75, from \$691,567.75 to \$697,588.50, and the aggregate change order amount results in a 467.31% increase of the original contract amount.
- Modification 6 increased the contract amount by \$236,254.00 for the completion of the design of the Tuscany Way Extension, along with the final construction documents.
- Modification 5 increased the contract amount by \$209,338.00 for the preliminary design of the Tuscany Way Extension from 100' South of Highway 290 East to Springdale Road. This modification covered the

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.

cost of the surveying, geotechnical investigations, environmental investigations, engineering design and review of submittals made to various permitting agencies having regulatory authority over the project.

- Modification 4 increased the contract amount by \$17,939.00 for additional engineering design services. Such design services were for the R.O.W. and easement data collection and document preparation
- Modification 3 increased the contract amount by \$16,940.00 for additional engineering design services. Such design services were for the inclusion of a plan for the relocation of a waterline relocation, and the replacement of trees. This plan inclusion were review comments made to the County by the utility companies and the City during their respective plan reviews.
- Modification 2 increased the contract amount by \$89,072.50 for additional engineering design services. Such design services were for the revision of the Tuscany Way connector (New road from Sprinkle Road to Tuscany Way) to comply with City requirements, a new adjustment, 114' R.O.W., environmental, and W.Q.P.
- Modification 1 increased the contract amount by \$5,080.00 for additional engineering design services. The original scope of work was for the design of the roadway in accordance with County standards and requirements with minimal input from City staff and without getting City approval. The requirement to get City approval and comply with the in depth review and criteria, after contract execution, resulted in these additional engineering design services.
- **Contract Expenditures:** Within the last 0 months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$122,965.00
 - Contract Type: A/E
 - Contract Period: Through completion

➤ **Contract Modification Information:**

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.

Modification Amount: \$6,020.75
Modification Type: A/E
Modification Period: Through completion

➤ **Solicitation-Related Information: N/A**

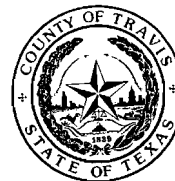
Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 550810
- Funding Account(s): 475-4993-750-6099
- Comments:



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

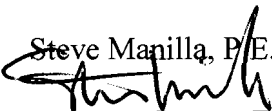
Steven Manilla, P.E., County Executive

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

January 23, 2012

MEMORANDUM

TO: Cyd V. Grimes, Purchasing Agent

FROM:  Steve Manilla, P.E., County Executive, TNR/FMD

SUBJECT: Ferguson Lane – Tuscany Way Extension Roadway Improvement Project
PSA Contract Modification with MWM Design Group, Inc.
Contract No. 99AE601-JJ

Request:

The following information is provided for your use in processing a Professional Services Agreement modification request in the amount of \$6,020.75. Please contact me at 854-9429 if you have any questions or need additional information.

Summary and Staff Recommendations:

The Tuscany Way South extension project is in the 100% design completion stage and TNR is currently in the process of acquiring the required Right-of-Way, environmental clearances, and applicable jurisdictional permits. The MWM Design Group, the A/E firm, with whom the County currently has a contract for the Tuscany Way Extension project, submitted the attached additional scope of services and fees, for a total not-to-exceed the amount of \$6,020.75 for the archeological investigation, report preparation, and submittal to the Texas Historical Commission (THC). The additional services are required to address a review comment from the THC, regarding the need for additional archeological investigations within the projects Right-of-way and immediate corridor.

The roadway extension is proposed as a four-lane divided industrial roadway, with curb, gutter, and sidewalk, similar to the existing section north of US 290E. With this extension, Tuscany Way will be continuous from Ferguson Lane at Sprinkle Road to Springdale Road south of US 290 E (Exhibit "C"). This connection will provide a viable route for trucks wanting to go north of US 290 E, without having to go through the Walnut Place neighborhood on Springdale Road and vice versa.

TNR has reviewed the fee proposal and found it to be within acceptable range when compared to projects of similar size and scope of services, and recommends the approval of this PSA Contract Modification in the requested amount of \$6,020.75.

Issues and Opportunities:

This additional service request is a result of a review comment from the Texas Historical Commission. Additional field investigation is required to satisfy that there are no archeological features that may be affected by construction activities related to the project, as proposed in its current form.

Budgetary and Fiscal Impact:

The financial tracking information for this fund request is provided below:

- 1. Requisition #----- 550810
- 2. Account #-----475-4993-750-6099 X1L020
- 3. Commodity/Sub-commodity #-----968/048

Required Authorizations:

PBO----- Jessica Rio

Exhibits:

- 1. Exhibit "A"-----Project Location Map
- 2. Exhibit "B"-----Scope of services
- 3. Exhibit "C"-----Fee proposal

CC: Marvin Brice -----Purchasing
 Jason Walker -----Purchasing
CMC Cynthia McDonald -----TNR Financial Services
 Brunilda Cruz -----TNR Financial Services
 Steve Sun, P.E -----TNR CIP
 Chiddi N'Jie, P.E. -----TNR CIP

Central File: 97B01-15 -1CA\Ferguson Lane\ Tuscany Way South\Design

MODIFICATION OF CONTRACT NUMBER: 99AE601-JJ, Ferguson**PAGE 1 OF 3 PAGES****Road Design Project**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 16, 2012
ISSUED TO: MWM DesignGroup 7700 Chevy Chase Dr. Austin, TX 78752	MODIFICATION NO.: 7	EXECUTED DATE OF ORIGINAL CONTRACT: March 9, 1999
ORIGINAL CONTRACT TERM DATES: <u>3/9/99</u> – <u>through project completion</u>		CURRENT CONTRACT TERM DATES: <u>10/1/11</u> – <u>through project completion</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$122,965.00Current Modified Amount \$697,588.50.

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.

A. The Contract Scope of Services is modified to include the performance of the additional services as outlined in Attachment 1, attached hereto and made a part hereof.

B. The Contract not-to-be-exceeded fee is increased by \$6,020.75 to \$703,609.25.

Note to Vendor:

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

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

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

ATTACHMENT 1

Scope of Work for an Intensive Archeological Survey

This scope of work is designed to meet the intensive survey and cultural resources identification requirements of the Texas Historical Commission (THC), and the U.S. Army Corps of Engineers. Since TxDOT is not currently involved in the project, compliance with TxDOT requirements is not a component of this scope of work.

The intensive archeological survey for this project will involve a background archeological literature and records search, a THC permit application, a field survey, and a written report of findings for THC review.

The records search will include an examination of the Texas Archeological Sites Atlas (Atlas) online database for any previous surveys and recorded historic and pre-historic archeological sites located in or near the project right-of-way. The Atlas review will also include the following types of information: National Register of Historic Places (NRHP) properties, State Archeological Landmarks (SALs), Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys.

Because the project involves land owned by a political subdivision of the State of Texas (Travis County), it will be necessary to apply for and obtain an archeological permit from the Texas Historical Commission for a field survey. The results of the background search will be compiled into a permit application package that will require information and signatures from Travis County prior to being submitted to the THC.

Once a permit for the survey is issued, a field survey will be executed in accordance with THC requirements that will include a pedestrian inspection of the existing and proposed new right-of-ways. In addition the survey may also include the excavation of a number of shovel tests and backhoe trenches to test for buried archeological sites.

Any discovered or previously documented sites, both prehistoric and historic, will be documented on appropriate state forms and plotted on USGS 7.5-minute topographic maps. Additional shovel tests and/or backhoe excavations will be conducted to define site boundaries within the project area. A non-collection survey will be conducted; therefore, archeological collections will be kept to the minimum required to evaluate site significance as needed. This policy will reduce or eliminate curation costs once the fieldwork is concluded.

A draft report of the survey will be compiled for review by the County and ultimately the THC. The report will conform to THC, Council of Texas Archeologists, and Antiquities Code of Texas reporting standards. It will document the general nature of the project area, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the survey, recommendations regarding the potential significance of any archeological or cultural sites in regards to future development and State Archeological Landmark status.

We will incorporate the County comments and submit a final draft to the THC for regulatory review. After receiving review comments from the THC, we will finalize the report and submit 20 copies of the final report to the THC. All recovered artifacts and documentation must be curated at an approved repository. If artifacts are recovered and curation is needed, the materials will be curated at the Center for Archeological Studies at Texas State University. Curation will

require preparing artifacts (washing, labeling, cataloging, etc.) and paying a fee for storage space. Because this proposal is for a non-collection survey, curation fees are not included in this scope. It is unlikely artifacts will be recovered; in the event artifacts are recovered a separate fee proposal will be provided.

Schedule

It is anticipated that draft report for agency review will be completed within 30 days from notice to proceed. A final report will be produced within 10 days of receipt of agency comments on the draft.

Account Balance Inquiry

Project Req'd

Account number . . . : 475-4993-750.60-99
Fund : 475 CONTRACTUAL CAPITAL PROJ
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 93 INTERGOV AGREEMNTS-ROADS
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 0 INFRA-ENV SCVS (TRNS&RDS)
Element : 60 OTHER PURCHASED SERVICES
Object : 99 CONTRACTED SERVICES

Original budget : 0
Revised budget : 3,500,166 02/21/2012
Actual expenditures - current . . . : 200.00
Actual expenditures - ytd : 64,193.49-
Unposted expenditures : .00
Encumbered amount : 232,330.99
Unposted encumbrances : 7,200.00
Pre-encumbrance amount : 199,531.86
Total expenditures & encumbrances: 375,069.36 10.7%
Unencumbered balance : 3,125,096.64 89.3

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

PURCHASE REQUISITION NBR: 0000550810

REQUISITION BY: BRUNILDA CRUZ 854-7679

STATUS: READY FOR BUYER PROCESS
 REASON: 60664 MOD PO#395648 CONTRACT 99AE601JJ

DATE: 1/19/12

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 37616 MWM DESIGN GROUP

DELIVER BY DATE: 1/19/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ADDITIONAL SERVICES FOR THE TEXAS HISTORICAL COMMISSION TO PERFORM AN ARCHEOLOGICAL INVESTIGATION. FOR THE TUSCANY WAY SOUTH EXTENSION ***** THIS AMOUNT WILL INCREASE THE CONTRACT FROM \$697,588.50 TO \$703,609.25. COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: CIP NON-CAPITAL REIMBUSMT	6020.75	DOL	1.0000	6020.75	
REQUISITION TOTAL:					6020.75	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	47549937506099	X1L020 TUSCANY WAY SOUTH	100.00	6020.75
	OTHER PURCHASED SERVICES CONTRACTED SERVICES			6020.75

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20120119 RT



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Lori Clyde/854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 24 to Contract No. MA960322, Easy Access, Inc., for Tax Office Computer System.

- **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.

This modification consists of several items. 1) ITS recommends purchasing additional EZ-VIP licenses and maintenance to meet the licensing requirements for the upcoming election. The cost of the licenses is \$15,750 and the annual support is \$2,925.00.

2) The County Clerk's Office recommends modifying the EZ-VIP software to allow early voting and election day poll workers to enter the number of voters who have voted and the number of voters in line at the polling place. These numbers will be validated and uploaded to the County Clerk's website at regular intervals throughout Election Day. This enhancement will allow the public to track turnout at each location, and in a vote center environment allow people to check the length of a line at a polling location and make a decision of where they may want to vote. The cost of this portion of the modification is \$7,200.00.

3) The Tax Office recommends two changes. The first is to create a Data Request utility within EZ-VOTE to process customer data requests. The utility will be set up as a 'one-stop page' allowing the Business Analyst to select an array of data options as requested by voter customers. Currently, there are more than five query programs that provide the requested data. The Data Request utility will save time and reduce possible errors. The cost for this will not exceed \$9,600.00.

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.

The second is to create a Street Look Up utility to allow internet users to enter a current location (street address) and obtain the nearest polling location, elected representative information, voting districts, and general helpful voting information. The utility will have the same 'look and feel' as the current Voter Search web page at www.traviscountytax.org. The cost for this will not exceed \$1,200.00.

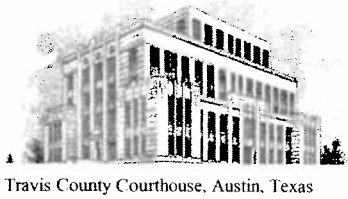
The total cost for this modification \$36,675.00 of which \$2,925 is for software maintenance and will increase the ongoing annual maintenance fee to \$117,203.03.

- **Contract Expenditures:** Within the last 12 months \$127,077.23 has been encumbered and \$5,812.28 has been spent against this contract.

- **Contract Modification Information:**
 - Modification Amount: \$36,675.00
 - Modification Type: Additional Licenses and Software enhancements
 - Modification Period: Beginning March 13, 2012

- **Funding Information:**
 - Purchase Requisition in H.T.E.: 551499, 551151 and 553318
 - Funding Account(s): 001-9005-821-3002, 001-9005-821-5002, 056-2021-532-6099, 018-0870-518-6099
 - Comments:

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 INFORMATION & TELECOMMUNICATION SYSTEMS
Joe Harlow Jr., Chief Information Officer
314 W. 11th Street, P. O. Box 1748, Austin, TX 78767 (512) 854-9666 Fax (512) 854-4401

DATE: January 26, 2012
TO: Cyd V. Grimes, C.P.M-Travis County Purchasing Agent
FROM: Joe Harlow, Chief Information Officer *Joe Harlow*
SUBJ: Easy Access Inc – EZ-VIP - Contract # MA960322 – Increased Licenses

ITS Recommendation:

Approve modification to Easy Access Inc. to increase the number of licensed users and associated maintenance for the EZ-VIP Software.

Summary and Staff Analysis:

This request was approved during the FY12 Adopted Budget for the County Clerk (Electronic Voting Qualifying Stations) and centrally budgeted in ITS. This purchase will allow for the additional licenses requested by the County Clerk to continue the implementation of the electronic voter qualifying stations at Election Day polling locations which began in FY08.

ITS is proposing to purchase an additional 45 licenses of Easy Access EZ-VIP Software to meet the license requirements. This increase of licenses will insure continuous availability during the upcoming elections.

Budgetary and Fiscal Impact:

The funding for this procurement is provided under the line items listed below:

001-9005-821-3002	\$ 15,750	(45 @ \$350 ea) EZ-VIP User License Seats
001-9005-821-5002	\$ 2,925	(45 @ \$65 ea) Annual Support per User License
	\$ 18,675	

Required Authorizations:

Legal: John Hille, County Attorney
Purchasing: Cyd Grimes, Lori Clyde, Purchasing Department
Budget: Katie Peterson, PBO

cc: Randy Lott, ITS *R*
Sheryl Holder, ITS
Bob Trautman, County Clerk



Dana DeBeauvoir
Travis County Clerk

PO Box 149325, Austin TX 78714-9325
Phone: (512) 854-9188 Fax: (512) 854-3942
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,
Accounting, and Administration Divisions**
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,
and Records Management Divisions**
1000 Guadalupe, Austin, Texas 78701-2328

MEMORANDUM

TO: Cyd Grimes, CPM
County Purchasing Agent

FROM: Dana Debeauvoir
County Clerk

DATE: January 20, 2012

SUBJECT: **Purchase of EZAccess Enhancements for Early Voting and Election Day Laptops**

Please reference the attached quote. We recommend that the vendor EZAccess be approved to provide enhancements to the software utilized on the voter check-in laptops used for early voting and election day.

These enhancements will allow early voting and election day poll workers to enter, on an hourly basis, two values into a pop-up window on their EZVIP check-in laptops: 1.) the number of voters who have voted, and 2.) the number of voters in line at the polling place. These numbers will then be validated and uploaded to our website at regular intervals throughout election day. These enhancements will allow the public to track turnout at each location and, in a vote center environment, will allow people to check the length of a line at a polling location and make a decision of where they may want to vote.

The funding account is 056-2021-532-6099. The County Clerk Division Manager that will be involved with this vendor is Gail Fisher.

If you have any questions or need additional information please contact Denise Bell at 854-3997.

Thank you for your assistance.



TRAVIS COUNTY TAX ASSESSOR-COLLECTOR
VOTER REGISTRATION DIVISION

5501 Airport Blvd. PO Box 1748 Austin, TX 78767-1748
Tel: (512) 854-9473 Fax: (512) 854-4840
www.traviscountytax.org

February 22, 2012

MEMO TO: Lori Clyde, Purchasing

FROM: Dee Lopez, Tax Office - *dl*

RE: Change Order Requests 2693 and 2694 – Requisition Number 553318

As requested, please find an explanation for the two change order requests for Easy Access Inc.

The first is to create a Data Request utility within EZ-Vote to process customer data requests. The utility will be set up as a 'one-stop page' allowing the Business Analyst to select an array of data options as requested by voter customers. Currently, there are more than five query programs that provide the requested data. The Data Request utility will save time and reduce possible errors. The Quote provided by EZ Access Inc. will not exceed \$9600.

The second is to create a Street Look Up utility to allow internet users to enter a current location (street address) and obtain the nearest polling location, elected representative information, voting districts, and general helpful voting information. The utility will have the same 'look and feel' as the current Voter Search web page at www.traviscountytax.org. The Quote provided by Easy Access Inc. will not exceed \$1200.

Please contact me at 4-9302 or dee.lopez@co.travis.tx.us if you need further information to process these change orders.

PURCHASE REQUISITION NBR: 0000551499

REQUISITION BY: JOANN HICKS/854-4771
 SHIP TO LOCATION: TRAVIS COUNTY - ITS

STATUS: READY FOR BUYER PROCESS
 REASON: SW12/COUNTY CLERK ELECTIONS (020)/CALL ID#658689
 SUGGESTED VENDOR: 30099 EASY ACCESS INC

DATE: 1/27/12
 DELIVER BY DATE: 2/27/12

1	LICENSE ADDITIONAL EZ-VIP USER LICENSE SEATS COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: DATABASE	45.00	EA	350.0000	15750.00
2	SUPPORT ANNUAL SOFTWARE SUPPORT PER USER LICENSE COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT	45.00	EA	65.0000	2925.00

REQUISITION TOTAL: 18675.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00190058213002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	100.00	15750.00
2	00190058215002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-DP	100.00	2925.00
				18675.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

SW12/COUNTY CLERK ELECTIONS (020)/CALL ID#658689

GM200I13

TRAVIS COUNTY

3/02/12

Fiscal Year 2012

Account Balance Inquiry

17:24:20

Account number . . . : 1-9005-821.30-02
Fund : 001 GENERAL FUND
Department : 90 CENTRALIZED COMPUTER SVCS
Division : 05 ELECTION ADMIN
Activity basic : 82 CAPITAL AQUISITION FUNDS
Sub activity : 1 GENERAL GOVERNMENT
Element : 30 OPERATG SUPPLIES, RP&E, NC
Object : 02 SOFTWARE

Original budget : 24,075

Actual expenditures - current . . . : .00
Actual expenditures - ytd : .00
Unposted expenditures : 6,615.72
Encumbered amount : 6,615.72
Unposted encumbrances : 6,615.72-
Pre-encumbrance amount : 15,750.00
Total expenditures & encumbrances: 22,365.72 92.9%
Unencumbered balance : 1,709.28 7.1

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

GM200I13

TRAVIS COUNTY

3/02/12
17:24:23

Fiscal Year 2012

Account Balance Inquiry

Account number	:	1-9005-821.50-02
Fund	:	001 GENERAL FUND
Department	:	90 CENTRALIZED COMPUTER SVCS
Division	:	05 ELECTION ADMIN
Activity basic	:	82 CAPITAL AQUISITION FUNDS
Sub activity	:	1 GENERAL GOVERNMENT
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	02 MAINTENANCE AGREEMENTS-DP

Original budget : 3,375

Actual expenditures - current	:		.00
Actual expenditures - ytd	:		.00
Unposted expenditures	:		.00
Encumbered amount	:		.00
Unposted encumbrances	:		.00
Pre-encumbrance amount	:	2,925.00	
Total expenditures & encumbrances:	:	2,925.00	86.7%
Unencumbered balance	:	450.00	13.3

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

PURCHASE REQUISITION NBR: 0000551151

REQUISITION BY: DENISE/43997

STATUS: READY FOR BUYER PROCESS
REASON: ELECTIONS

DATE: 1/24/12

SHIP TO LOCATION: COUNTY CLERK AIRPORT ADM

SUGGESTED VENDOR: 30099 EASY ACCESS INC

DELIVER BY DATE: 2/01/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EZVIP ENHANCEMENT TO DISPLAY POP UP WINDOWS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION SERVICES	24.00	HR	150.0000	3600.00	
2	EZVIP DATAPROPAGATOR REPLICATION COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION SERVICES	8.00	HR	150.0000	1200.00	
3	EZVOTE ENHANCEMENT TO DISPLAY INFO FOR APPROVAL COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION SERVICES	16.00	HR	150.0000	2400.00	
REQUISITION TOTAL:					7200.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05620215326099	OTHER PURCHASED SERVICES PSPEC	100.00	3600.00
		10% ALLOCATION FUNDS		
2	05620215326099	OTHER PURCHASED SERVICES PSPEC	100.00	1200.00
		10% ALLOCATION FUNDS		
3	05620215326099	OTHER PURCHASED SERVICES PSPEC	100.00	2400.00
		10% ALLOCATION FUNDS		
				7200.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

QUOTE # 2690

GM200I13

TRAVIS COUNTY

3/02/12

Fiscal Year 2012

Account Balance Inquiry

17:24:42

Account number . . . : 56-2021-532.60-99
Fund : 056 ELECTIONS CONTRACT FUND
Department : 20 COUNTY CLERK
Division : 21 ELECTIONS 10% ADMIN FEE
Activity basic : 53 GENERAL GOVERNMENT
Sub activity : 2 COUNTY CLERK
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 0
Revised budget : 14,200 01/25/2012
Actual expenditures - current . . . : .00
Actual expenditures - ytd : 11,687.72-
Unposted expenditures : .00
Encumbered amount : 18,687.72
Unposted encumbrances : .00
Pre-encumbrance amount : 7,200.00
Total expenditures & encumbrances: 14,200.00 100.0%
Unencumbered balance : .00 0.0

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

PURCHASE REQUISITION NBR: 0000553318

REQUISITION BY: K PFERTNER 49704

STATUS: READY FOR BUYER PROCESS
REASON: ROUTINE

DATE: 2/21/12

SHIP TO LOCATION: TAX ASSESSOR/COLLECTOR

SUGGESTED VENDOR: 30099 EASY ACCESS INC

DELIVER BY DATE: 2/21/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	QUOTE 2694 STREET LOOK UP UTILITY COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	8.00	HR	150.0000	1200.00	
2	QUOTE 2693 CREATION OF NEW UTILITY FOR EZ VOTE COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	64.00	HR	150.0000	9600.00	
REQUISITION TOTAL:					10800.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01808705186099	OTHER PURCHASED SERVICES	100.00	1200.00
2	01808705186099	OTHER PURCHASED SERVICES	100.00	9600.00
				10800.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

3/02/12
17:24:59

Fiscal Year 2012

Account Balance Inquiry

Account number . . . : 18-0870-518.60-99
Fund : 018 VOTER REGISTRATION FUND
Department : 08 TAX COLLECTOR
Division : 70 VOTER REGISTRATION
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 8 TAX COLLECTOR
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 2,000
Revised budget : 26,200 02/23/2012
Actual expenditures - current . . . : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : 13,400.00
Unposted encumbrances : .00
Pre-encumbrance amount : 10,800.00
Total expenditures & encumbrances: 24,200.00 92.4%
Unencumbered balance : 2,000.00 7.6

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

MODIFICATION OF CONTRACT NUMBER: MA960322 – Tax Office Computer System PAGE 1 OF 15 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: March 1, 2012
ISSUED TO: Easy Access, Inc. 4200–A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)	MODIFICATION NO.: 24	EXECUTED DATE OF ORIGINAL CONTRACT: December 13, 1994
ORIGINAL CONTRACT TERM DATES: <u>February 28, 2003–February 29, 2004</u> CURRENT CONTRACT TERM DATES: <u>March 1, 2012– February 28, 2013</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 917,829.24**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified as follows:

- 1) Add additional EZ-VIP licenses and support:
 - 45 Each EZ-VIP User License Seats at \$350/each = \$15,750.00
 - 45 Each Annual Support per User License at \$65.00/each = \$2,925.00
 - Total Cost of Licenses and Support \$18,675.00
- 2) Enhance EZ-VIP software to allow early voting and Election Day poll workers to enter on an hourly basis the number of voters who have voted and the number of voters in line at the polling place per the attached Change Order Request Quote # 2690. 48 hours at \$150/hour = \$7,200.
- 3) Create a new utility for EZ-VOTE to allow for various data requests per the attached Change Order Request/Quote # 2693. 64 hours at \$150.00/hour = \$9,600.00.
- 4) Create a street look up utility per the attached Change Order Request/Quote# 2694. 8 hours at \$150.00/hour = \$1,200.00.

The total cost of this modification is \$36,675.00.

Note to Vendor:

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

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

EZAccess

4200-A N Bicentennial Dr
McAllen, Texas 78504
Phone: (956) 682-3466 :- Fax: (956) 682-0906

Quote Number:

2691

Quotation Date:

01/13/2012

Client:

Travis County Voter Registration
5501 Airport Blvd
Austin TX 78751-1410
Attn: Mr Bill Hensler

Ship To:

Same

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ UNIT PRICE	EXTENDED \$ AMOUNT
EZ-VIP Licenses & Support					
1.	45	License	Additional EZ-VIP User License Seats	350.00	\$15,750.00
2.	45	Support	Annual Software Support per User License	65.00	2,925.00

Delivery dates will be confirmed upon acceptance of this quotation.

Sub Total \$18,675.00

Sales Tax Not Applicable

Installation Not Applicable

Freight Not Applicable

Insurance Not Applicable

Gross Amount \$18,675.00

Special Instructions:

Easy Access Inc:

Authorized Signature: William C Hamer

Typed Name: Mr William C Hamer/ss

Title: CEO

Date: 01/13/2012

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: _____

Typed Name: _____

Title: _____

Date: _____

CHANGE ORDER REQUEST

DATE: February 1, 2012

CONTRACT: Contract between Travis County and Easy Access Inc for Tax Office Computer System #MA960322LC

MODIFICATION NO. _____

Pursuant to Section 22 ("Changes") of the Agreement, Easy Access Inc is directed to make the changes described herein to provide the following described work not included in the original scope of work described in the Agreement:

Scope of Work:

Services:

Quote #2690 -

- 1. Enhance EZ-VIP to display a Pop-Up Window at 1 hour intervals starting at 7:30AM
 - a) Prompt for number of persons in line pending Voter Qualification and store on Laptop
 - b) Prompt for Cumulative Votes from JBC at location with suggested Value coming from EZ-VIP Laptop DB and store on Laptop
 - c) Do not interrupt a Voter Qualification already in process, but wait for completion before prompting window
- 2. Enhance EZ-VIP AS400 Datapropagator Replication to retrieve the 2 elements from Item 1
- 3. Enhance EZ-VOTE with new module to display information from Item 1 and prompt for Acceptance/Approval and/or Override from County Clerk Public Website posting

Project Impact:

48 Hours @ \$150/Hour = \$7,200

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:
EASY ACCESS INC

Approved by:
TRAVIS COUNTY

William C Hamer

Approved by electronic signature
William C Hamer

Typed
CEO

Title
02/01/2012

Date

Authorized Signature

Typed

Title

Date

EZAccess

4200-A N Bicentennial Dr
McAllen, Texas 78504
Phone: (956) 682-3466 :- Fax: (956) 682-0906

Quote Number:

2690

Quotation Date:

01/13/2012

Client:

Travis County Voter Registration
5501 Airport Blvd
Austin TX 78751-1410
Attn: Ms Gail Fisher

Ship To:

Same

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ PRICE/HOUR	EXTENDED \$ AMOUNT
EZ-VIP & EZ-VOTE Enhancements					
1.	24	Prof Svr Hrs	Enhance EZ-VIP to display a Pop-Up Window at 1 hour intervals starting at 7:30AM a) Prompt for number of persons in line pending Voter Qualification and store on Laptop b) Prompt for Cumulative Votes from JBC at location with suggested Value coming from EZ-VIP Laptop DB and store on Laptop c) Do not interrupt a Voter Qualification already in process, but wait for completion before prompting window	150.00	\$3,600.00
2.	8	Prof Svr Hrs	Enhance EZ-VIP AS400 Datapropagator Replication to retrieve the 2 elements from Item 1	150.00	1,200.00
3.	16	Prof Svr Hrs	Enhance EZ-VOTE with new module to display information from Item 1 and prompt for Acceptance/ Approval and/or Override from County Clerk Public Website posting	150.00	2,400.00

Delivery dates will be confirmed upon acceptance of this quotation.

Sub Total	\$7,200.00
Sales Tax	Not Applicable
Installation	Not Applicable
Freight	Not Applicable
Insurance	Not Applicable
Gross Amount	\$7,200.00

Special Instructions:

Easy Access Inc:

Authorized Signature: William C Hamer

Typed Name: Mr William C Hamer/ss

Title: CEO

Date: 01/13/2012

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: _____

Typed Name: _____

Title: _____

Date: _____

CHANGE ORDER REQUEST

DATE: February 1, 2012

CONTRACT: Contract between Travis County and Easy Access Inc for Tax Office Computer System #MA960322LC

MODIFICATION NO. _____

Pursuant to Section 22 ("Changes") of the Agreement, Easy Access Inc is directed to make the changes described herein to provide the following described work not included in the original scope of work described in the Agreement:

Scope of Work:

Services:

Quote #2693 -

Creation of a new utility for EZ-VOTE to allow for various data requests

Project Impact:

64 Hours @ \$150/Hour = \$9,600

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:
EASY ACCESS INC

Approved by:
TRAVIS COUNTY

William C Hamer

Approved by electronic signature
William C Hamer

Typed
CEO

Title
02/01/2012

Date

Authorized Signature

Typed

Title

Date

EZAccess

4200-A N Bicentennial Dr
McAllen, Texas 78504
Phone: (956) 682-3466 :- Fax: (956) 682-0906

Quote Number:

2693

Quotation Date:

01/20/2012

Client:

Travis County
Voter Registration
5501 Airport Blvd
Austin TX 78751-1410
Attn: Ms Dolores Lopez

Ship To:

Travis County Voter Registration
5501 Airport Blvd
Austin TX 78751-1410

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ PRICE/HOUR	EXTENDED \$ AMOUNT
EZ-VOTE Enhancement					
1.	64	Hours	Data Request Utility per Attached Specifications	150.00	\$9,600.00

Delivery dates will be confirmed upon acceptance of this quotation.

Sub Total \$9,600.00

Sales Tax Not Applicable

Installation Not Applicable

Freight Not Applicable

Insurance Not Applicable

Gross Amount \$9,600.00

Special Instructions:

Easy Access Inc:

Authorized Signature: William C Hamer

Typed Name: Mr William C Hamer/ss

Title: CEO

Date: 01/20/2012

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: _____

Typed Name: _____

Title: _____

Date: _____

VTEDTA	eData Request		DD/DD/DD
	Precinct(+) BBBB	Select if Voted in BBBB	Select Party BBBB
		Flag if Voted in BBBB	Flag Party BBBB
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
BBBB	00000000000000000000	BBBB	00000000000000000000
		Zip Code(s) 99999	
		Street	BBBBBBBBBBBBBBBBBBBBBBBBBBBBBB BBBB BB
		City	BBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBB
		Block Range	999999 999999
	Sort by (V)RC#/(N)ame/(S)treet	B	
	(A)ctive/(S)uspense/(B)oth	B	
	(T)ext/(C)SV file	B	
	Submit Date	99/99/9999	Submit Time 99:99
	File Name	BBBBBBBBBB	

User can select up to 80 choices for:

Precinct

Select if Voted in/Party. These will work in tandem. Pop-up window will display both fields, which will allow the user to select multiple election codes, and if applicable, the party code for the election entered, or, *ALL

Flag if Voted in/Party. These will work in tandem. Pop-up window will display both fields, which will allow the user to select multiple election codes, and if applicable, the party code for the election entered, or, *ALL

Each District

Zip code

Validation:

Precinct(+) – valid precinct code(s) or *ALL (VTCODE/PCT)

Select if Voted in/Party – valid election code(s) or *ALL (VTCODE/ELE). If specific election(s) is entered, a valid party code (VTCODE/PTC), or *ALL, will be required if a primary election.

Flag if Voted in/Party - valid election code(s) or *ALL (VTCODE/ELE). If specific election(s) is entered, a valid party code (VTCODE/PTC), or *ALL, will be required if a primary election.

Districts – valid code as defined in VTJURD or blank for all (VTCODE/***)

Zip Code(s) - none

Street/Type/Dir/City

Street/Type/Dir and City – street must exist for that City in VTSTIN

Street/Type/Dir only - must exist in at least one City in VTSTIN

City only - this City must exist in VTSTIN

No Street and No City – none

Block Range – can be blank

- If Street and City entered, validate block range is valid if values entered

Sort by – valid entry V, N or S, if blank, default V

Active/Suspense/Both – valid entry A, S or B, if blank, default B

Text/CSV file – valid entry T or C, if blank, default T

Submit Date – valid date, can be blank

Submit Time – valid time, can be blank

File Name – required entry. No default value. If file doesn't exist, user is prompted whether to create the file or not.

Record Selection:

From VTMAST – basic record selection criteria

C prefix

VRC# is not 16028, 16029, 352872

VUID has a value

Last Name has a value

First Name has a value

Suppress Indicator is not Y

From VTMAST – record selection using VTEDTA “screen selection criteria”

Zip code matches **at least** one “Zip code”(s), if not *ALL (zeros)

Precinct matches **at least** one “Precinct(s)”, if not *ALL

District(s) matches **at least** one “District”(s), if not all district(s) are blank

Street/Type/Dir matches the “Street/Type/Dir”, if any

City matches the “City”, if any

Block falls within the “Block Range”, if any

From VTHIST – record selection using VTEDTA “screen selection criteria”

VTHIST record exists for **at least** one “Select if Voted in”(s), if not *ALL and the party code must match “Select Party”, if not *ALL

Data Verification of selected records:

Multiple VRC#s in list of selected records, if exist, will report to Exception/Statistic Report and remove from list of selected records

Multiple VUID#s in list of selected records, if exist, will report to Exception/Statistic Report and remove from list of selected records

Exception/Statistic Report output

Will list duplicate VRC#s, if any

Will list duplicate VUID#s, if any

Will include the total voter records processed. This will be the count of all C voters in VTMAST at the time of the run.

Will include the total active voters processed. This will be the count of voters that passed the **VTMAST – basic record selection criteria** above.

Will include the total voters selected. This will be the count of voters that passed the **VTMAST – record selection using VTEDTA “screen selection criteria”** and **VTHIST – record selection using VTEDTA “screen selection criteria”** above.

Will include the total number of records in the output file. This will be the actual number of records in the output file. This number should always be two more than the total voters selected. One for the header record. One for the total record.

Output of selected records:

One file per customer. User will decide file name for each customer.

Multiple members per file.

- Data member
Format will be DYYYYMMDDx, where D stands for Data, YYYYYMMDD represents the date it was created and x is an alphabetic character from a to z, which allows for 26 members per day.
- Selection criteria member
format will be SYYYYMMDDx, where S stands for Selection Parameters, YYYYYMMDD represents the date it was created and x is an alphabetic character from a to z, which allows for 26 members per day.

There will always be a D and S member.

Selection member output (SYYYYMMDDx):

Records will list the value of each field from VTEDTA that had a value entered by the user. For example,

Precinct 01: *ALL
Flag Ele 01: P08
Flag Ele 02: G08
Flag Ele 03: P10
Flag Ele 04: G10
Flag Pty 01: REPB
Flag Pty 03: *ALL
Commissioner 01: P01
Commissioner 02: P02
School 01: S01
Street Name: MARTIN LUTHER KING
Street Type: BLVD
Street Dir: N
City Name: AUSTIN
Block Range: 000500 - 099999
Sort: V
Active/Suspense: B
Text/CSV: T
Total voters selected: 999,999

- If the user entered a value in “Select if Voted in”(s), these values will be used to build the list of election codes. Example, the user entered P08, G08, P10, G10. The list of elections will look like

01) P08	03) P10
02) G08	04) G10

- If the user entered a value in “Flag if Voted in”(s), these values will be used to build the list of election codes. Example, the user entered P06, G06, P08, G08, P10, G10. The list of elections will look like

01) P06	03) P08	05) P10
02) G06	04) G08	06) G10

Once the list of elections has been built, the Party Codes and Polling locations will be filled using the values from VTHIST that correspond to the election code(s) in the list.

- The DYYYYMMDDx field names will be

ELEC01
PTYC01
POLC01
ELEC02
PTYC02
POLC02

..
..
..

ELEC79
PTYC79
POLC79
ELEC80
PTYC80
POLC80

- The header record labels for the election codes will be concatenated with a static value

P08VOTED
P08PLACE
P08PARTY
G08VOTED
G08PLACE
G08PARTY
P09VOTED
P09PLACE
P09PARTY
G09VOTED
G09PLACE
G09PARTY

Data member output (DYYYYMMDDx):

The first record in the output file will be the header record

The last record in the output file will be the total record

The records in between will contain the Voter Information and the Voter Election History

- The Voter Information will be pulled from VTMAST and will include

VUIDNO	UNITYP	MCHGDT	DIST10
VRCNUM	UNITNO	DOB	DIST11
PRCNT	RESCITY	STATCODE	DIST12
EDRDATE	RESTATE	2(1:1)	DIST13
GENDER	RESZIP	DIST01	DIST14
LNAME	REFDAT	DIST02	DIST15
TITLE	MLADD1	DIST03	DIST16
FNAME	MLADD2	DIST04	DIST17
MNAME	MLCITY	DIST05	DIST18
BLKNUM	MLSTATE	DIST06	SUPRES
DIRECT	MLZIP	DIST07	
STREET	MLCOUNT	DIST08	
STYPE	RY	DIST09	

- The Voter Election History – Election, Party, Polling Location values

A list of elections will be built

- If the user entered *ALL in “Select if Voted in”(s) and “Flag if Voted in”(s), the list that is built will pull all VTCODE/ELE records in order by election date descending.

For example, as of 04/04/2011, the list of elections will be

01) G10	21) P06	41) PR00
02) GR10	22) GLR6	42) P00
03) GA10	23) GL06	43) GC99
04) PR10	24) G05	44) G98
05) P10	25) GR05	45) GA98
06) GMOC	26) GA05	46) PR98
07) G09	27) G04	47) P98
08) GA09	28) GA04	48) GC97
09) G08	29) PR04	49) GA97
10) GT08	30) P04	50) G96
11) GR08	31) G03	51) GR96
12) GA08	32) GR03	52) GL96
13) PR08	33) GA03	53) PR96
14) P08	34) GIVL	54) P96
15) G07	35) GIWB	55) G94
16) GA07	36) G02	56) P94
17) GE07	37) PR02	57) G92
18) G06	38) P02	58) P92
19) GA06	39) GC01	59) G90
20) PR06	40) G00	60) P90

Once 80 elections have been reached, the oldest will drop from the list.

- The total record will look like
Total voters in file: 9,999,999

Hours

online	build screen and pgm/accept/validate/submit job	8
report	build/format	8
program	rec select	8
output file	create/append/member names	8
csv file	format/create/copy to ifs	16
test&dlv		8
padding		8

$8*8=64$

CHANGE ORDER REQUEST

DATE: February 1, 2012

CONTRACT: Contract between Travis County and Easy Access Inc for Tax Office Computer System #MA960322LC

MODIFICATION NO. _____

Pursuant to Section 22 ("Changes") of the Agreement, Easy Access Inc is directed to make the changes described herein to provide the following described work not included in the original scope of work described in the Agreement:

Scope of Work:

Quote #2694 -

Street Look Up Utility

The web page will have the same 'look and feel' as the Voter Search web page:
(<http://www.traviscountytax.org/showVoterNameSearch.do>)

Located under the VOTERS tab on the Travis County Tax Assessor website:
(<http://www.traviscountytax.org>); Same location as the Voter Search

Project Impact:

8 Hours @ \$150/Hour = \$1,200

Easy Access Inc and Travis County have given careful consideration to the changes proposed and hereby agree with the System changes and the project impact.

Submitted by:
EASY ACCESS INC

Approved by:
TRAVIS COUNTY

William C Hamer

Approved by electronic signature
William C Hamer

Typed
CEO

Title
02/01/2012

Date

Authorized Signature

Typed

Title

Date

EZAccess

4200-A N Bicentennial Dr
McAllen, Texas 78504
Phone: (956) 682-3466 :- Fax: (956) 682-0906

Quote Number:

2694

Quotation Date:

01/20/2012

Client:

Travis County
Voter Registration
5501 Airport Blvd
Austin TX 78751-1410
Attn: Ms Dolores Lopez

Ship To:

Travis County Voter Registration
5501 Airport Blvd
Austin TX 78751-1410

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ PRICE/HOUR	EXTENDED \$ AMOUNT
1.	8	Hours	<p style="text-align: center;">EZ-VOTE Enhancement</p> <p>Street Look Up Utility The web page will have the same 'look and feel' as the Voter Search web page: (http://www.traviscountytax.org/showVoterNameSearch.do) Located under the VOTERS tab on the Travis County Tax Assessor website: (http://www.traviscountytax.org); Same location as the Voter Search</p>	150.00	\$1,200.00

Delivery dates will be confirmed upon acceptance of this quotation.

Sub Total	\$1,200.00
Sales Tax	Not Applicable
Installation	Not Applicable
Freight	Not Applicable
Insurance	Not Applicable
Gross Amount	\$1,200.00

Special Instructions:

Easy Access Inc:

Authorized Signature: William C Hamer

Typed Name: Mr William C Hamer/ss

Title: CEO

Date: 01/20/2012

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: _____

Typed Name: _____

Title: _____

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By: Steve Sun **Phone #:** 854-4660

Division Director/Manager: Steve Sun, P.E., Engineering Division Manager

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) To terminate an old Participation Agreement between Travis County and developers for construction of Parmer Lane Extension in Precinct One; and
- B) To approve a new Participation Agreement between Travis County and developers for construction of Parmer Lane Extension Phase 2B, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The Parmer Lane extension project is a Tier 1 public-private partnership project approved in the 2005 Bond referendum. A participation agreement was entered into between the County and developers (J&T Development Group, LP and Wild Horse Addition, Ltd.) in 2006 and an inter-local agreement was entered into between the County and City of Austin in 2007 for construction of this project. Under these two agreements, Phase 1 and Phase 2A of this project were completed and Parmer Lane has been extended from US 290E to the southern right-of-way of Cap Metro's rail line (Austin and Southwestern Railroad). Due to the subsequent economic downturn and the challenge in obtaining financing, J&T Development Group, LP defaulted on the participation agreement, and Phase 2B of the project, to extend Parmer Lane from the southern right-of-way of Cap Metro's rail line to the eastern right-of-way of State Highway 130, has not been completed. Notice of Default was sent in April 2011. TNR and the County Attorney's Office have since been working with new developers Heart of Manor, LP and Texas WH200, LP, successors in interest to J&T Development Group, LP and Wild Horse Addition, Ltd., to develop a new participation agreement to complete Phase 2B of this project.

The new participation agreement will continue to require the developers to donate necessary right-of-way for construction of project design features, share the preconstruction costs and construction management fee with the County at 50% each, and share the construction costs with the County and City of Austin at 1/3 each. Under an existing interlocal agreement with the City of Austin, the City has agreed to share the construction cost with the County and the developers equally. The County Attorney's Office has reviewed the interlocal agreement and determined

that the County can enter into a new participation agreement without having to amend the interlocal agreement. The new participation agreement includes new safeguards such as a specific project schedule and fiscal security requirements, which are discussed in further details under Issues and Opportunities, to increase the chance of successful project implementation.

STAFF RECOMMENDATIONS:

Staff recommends termination of the old participation agreement and approval of the new participation agreement.

ISSUES AND OPPORTUNITIES:

Since the original developers' inability to obtain financing was the main cause of the default, the new participation agreement includes specific fiscal security requirements to increase the chance of successful completion of project design and construction once started. At the beginning of design, the developers are required to deposit in an escrow account with the County all of the developers' share of the necessary preconstruction costs including planning, survey, engineering, design, permit, bid, award, etc. The developers will manage the project design and the County will reimburse the developers all incurred eligible preconstruction costs upon the developers' submittal of satisfactory progress and payment documents. At the 60% completion of the design, the developers will be required to deposit in County's escrow account the estimated construction costs. The developers will continue to manage the project design, bid/award, and construction while the County continues to reimburse the developer all incurred eligible preconstruction and construction costs. In the event that the developers default on the agreement, County can either terminate the agreement or take over the project and draw on the developers' fiscal security deposits to complete the design and, if the developers have deposited their share of construction funds after 60% design completion, to complete the construction.

The developers will share the construction management fee equally with the County. The developers will be required to deposit 50% of the construction management fee into an escrow account with the County once the construction management contract is approved by the County but before the execution of the contract. The County will reimburse eligible construction management costs to the developers.

The new participation agreement includes specific project schedules for reaching certain design milestones and construction completion. If the developers fail to meet the required schedule, County can either terminate the agreement or draw on the fiscal security deposit to continue the project implementation.

County will withhold certain retainages on reimbursements for construction payments (5%) and construction manager's fee (15%) until the completion of final

project accounting, resolution of pending claim or contingent liabilities, and delivery to the County of the final construction as-built, warranty document, and affidavit of bills paid and waiver of lines. This shall help to ensure the developers fulfill their obligations under the new participation agreement.

The new agreement allows the developers to implement sustainable roadway practices to the project if the design features are accepted by City and County. The developers desire to keep the impervious cover less than 20% of the total right-of-way area so to minimize the stormwater runoff impacts and utilize natural vegetative filtration functions to reduce/eliminate the need of water quality ponds. The developers will maintain stormwater management ponds if the ponds serve developers' lands other than the Parmer Lane extension right-of-way.

FISCAL IMPACT AND SOURCE OF FUNDING:

The preliminary total project cost estimate is \$5,950,000 which includes \$700,000 for preconstruction costs, \$200,000 for construction management fee, and \$5,050,000 for construction costs. Per the participation agreement and the inter-local agreement, the County will pay 50% of the preconstruction cost and construction management fee, and 33&1/3% of the construction costs. Therefore, County's share of the total project costs is \$2,133,333. Funding for this project will be from the 2005 Bond funds. There is a balance of \$2,536,000 available under this project account that can be used for this project.

EXHIBITS/ATTACHMENTS:

- Phase 2B Location Map
- Default Notification
- ROW Letter
- New Participation Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols		County Attorney's Office	854-9513

CC:

Steve Sun		TNR	
Tony Valdez		TNR	
Donna Williams-Jones		TNR	



PARMER LANE EXTENSION
TRAVIS COUNTY, TEXAS

EXHIBIT A

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

805 Las Cimas Parkway, Suite 230 Austin, Texas 78746-5493 (512) 441-9493

Exhibit: A

Job No. A155-003

Date: 08-01-06



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

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

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

CERTIFIED MAIL

NOTICE OF DEFAULT OF PARMER LANE PARTICIPATION AGREEMENT

April 21, 2011

Via Certified Mail Return Receipt No. (#7004-1160-0006-9506-7640)

Wild Horse Addition, Ltd.
c/o Mark Drinkard
910 Heritage Center Circle, Suite A
Round Rock, Texas 78664

Via Certified Mail Return Receipt No. (#7004-1160-0006-9506-7596)

Drenner & Golden Stuart Wolff
301 Congress, Suite 1200
Austin, Texas 78701
Attn: Steve Metcalfe

Via Certified Mail Return Receipt No. (#7004-1160-0006-9506-7602)

Steve Metcalfe
Metcalfe Williams, LLP
301 Congress Ave, Suite 1075
Austin, Texas 78701

Via Certified Mail Return Receipt No. (#7004-1160-0006-9506-7619)

J&T
c/o Jeff Turner
Blue Bluff Ventures, LLC
410 North Burnet Street
Manor, Texas 78653

Via Certified Mail Return Receipt No. (#7004-1160-0006-9506-7626)

Vitaly Zaretsky
14515 Bois D'Arc Lane
Manor, Texas 78653

Via Certified Mail Return Receipt No. (#7004-1160-0006-9506-7633)

Kasling, O'Toole, Hemphill & Dolezal, LLP
700 Lavaca Street, Suite 1000
Austin, Texas 78701
Attn: Bill Hemphill



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE – TNR/FMD

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

Via First Class Mail

February 27, 2012

Heart of Manor, LP
1300 Virginia Drive, Suite 225
Fort Washington, PA 19034

Attn: William Peruzzi

Re: Right-Of-Way (“ROW”) for Phase 2B of Parmer Lane

Dear Mr. Peruzzi:

This letter is in response to the February 9th meeting attended by your representatives and Travis County concerning the pending Parmer Lane Participation Agreement (“Agreement”) between Travis County, Heart of Manor, LP and Texas WH200, LP (“Developer”).

The meeting focused on the dedication, development and maintenance of the right-of-way (“ROW”) area along the future extension of Parmer Lane. The following summarizes Travis County staff’s position:

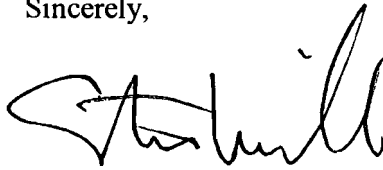
- Travis County and the Developer agree that irrigation, utility crossings, and signage and related monumentation will be permitted in the ROW in accordance with existing Travis County rules, regulations, and practice for standard ROW license agreements.
- The Developer desires to use the ROW identified in Exhibit A as “Outparcel ROW” for stormwater controls for adjacent property currently owned by the Developer. Travis County and the Developer agree the Developer will be responsible for maintaining those controls.
- Travis County and the Developer desire to keep the impervious cover for the Parmer Lane extension below 20% by including the area of the Outparcel ROW in impervious cover calculations. However, Travis County prefers not to own fee simple title to the Outparcel ROW because that creates risks and management responsibilities for which Travis County taxpayers are liable. Travis

County prefers for the Developer to retain fee simple title to the Outparcel ROW and to achieve 20% impervious cover for the Parmer Lane extension by transferring impervious cover allowances from the Outparcel ROW to the ROW identified in Exhibit A as "Core ROW." Travis County and the Developer will meet with City of Austin officials and use best efforts to achieve that goal.

- If the only feasible option to keep impervious cover under 20% for the Parmer Lane extension is for Travis County to take fee simple to the Outparcel ROW, the Developer will execute a ROW license agreement that includes provisions that mitigate potential cost to taxpayers resulting from management expenses or other liabilities.

We look forward to executing the Agreement and working with you and your representatives on the Parmer Lane extension.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Manilla". The signature is fluid and cursive, with a large initial "S" and a long, sweeping tail.

Steve Manilla, P.E.
County Executive-TNR/FMD

cc: David Armbrust
Pete Dwyer
Chris Gilmore
Tom Nuckols
Tony Valdez

ORIGINAL

COPY

PARMER LANE PARTICIPATION AGREEMENT

This Parmer Lane Participation Agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), Heart of Manor, LP, a Texas limited partnership and Texas WH200, LP, a Delaware limited partnership (collectively, the "**Owner**"). (The Owner is sometimes referred to as "**Developer**"). County, Developer, and Owner are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, with the consent attached hereto from any applicable third party lenders, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, County has heretofore entered into that certain Parmer Lane Participation Agreement on October 31, 2006, and First Amendment to Parmer Lane Participation on February 2, 2007 (collectively referred to herein as the "**Initial Agreement**"), executed, by and between County and Developer's predecessors-in-title, namely, J & T Development Group, LP, a Texas limited partnership, and Wild Horse Addition, Ltd, a Texas limited partnership;

WHEREAS, Phases 1A, 1B, and 2A of the Project, as set forth in the Initial Agreement and generally consisting of the extension of Parmer Lane from the southern right-of-way of U.S. Highway 290 to the southern right-of-way of the Capital Metropolitan Transportation Authority (Austin and Southwestern Railroad) rail line (the "**Phase 2A Terminus**"), have been completed;

WHEREAS, as a condition of County approval of development in the Austin Limited Purpose Annexation Area, Developer is generally obligated under Chapter 30, Austin/Travis County Subdivision Regulations, to mitigate the traffic impacts of the development by contributing proportionally to the construction of the roadway improvements in the Capital Area Metropolitan Planning Organization ("**CAMPO**") 2030 Plan;

WHEREAS, Section 232.105 of the Texas Local Government Code provides that a commissioners court may contract with a developer of land in the unincorporated area to construct public improvements, and this Agreement is being entered into pursuant to, and is in compliance with, Section 232.105 in that County's costs are attributable to the oversizing of the road and do not exceed more than thirty percent (30%) of any component of the Project that is not attributable to oversizing;

WHEREAS, County and Developer wish to provide a mutually satisfactory basis for addressing Phase 2B of the Project as set forth in the Initial Agreement, and generally consisting of the extension of Parmer Lane from the Phase 2A Terminus to the eastern right-of-way of State Highway 130 (the "**Phase 2B Terminus**"), including, but not limited to, the remaining design and construction of Parmer Lane (the "**Project**"), and the reimbursement of related costs;

- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the Project Engineer.
- (iii) Design speed of forty-five (45) miles per hour.
- (iv) Any bridges are to be designed according to minimum applicable Texas Department of Transportation (TxDOT) standards.
- (v) Twenty (20) feet wide grass medians (back of curb to back of curb), or as otherwise agreed upon between Developer and County.
- (vi) Six (6) foot wide sidewalk on the west side of the road and an eight (8) foot wide sidewalk or stabilized decomposed granite path on the east side of the road, all certified to meet all applicable accessibility standards.
- (vii) Mitigation for environmental impacts as, and to the extent, required by applicable law based on the environmental, archeological, and endangered species studies by the Project Engineer. Developer must require the Project Engineer to provide the County two signed originals and a .pdf file of any mitigation plans.
- (viii) Erosion/sedimentation/water quality controls, revegetation, stormwater management during construction, and permanent stormwater management and water quality controls as required by Chapter 30, Austin/Travis County Subdivision Regulations.
- (ix) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TxDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (x) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such relocations or adjustments.
- (xi) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.
- (xii) Realignment of Blue Bluff Road at its intersection with the Project.
- (xiii) To the extent practicable, if County identifies the locus of Parmer Lane's intersection with the connector road to the proposed FM 973 extension prior to the issuance of construction permits for the Project, the Project design will include such intersection, and Project construction will make reasonable accommodation for the tie-in of such connector road to Parmer Lane, including the

bid for the Project exceeds Developer's Pre-Bid Road Construction Contribution, Developer must, within twenty (20) business days after being notified by County, deposit the difference with County, or Developer, upon written notice to County, may elect to terminate this Agreement, in which event Developer's Pre-Bid Road Construction Contribution, with interest, will be promptly returned to Developer. If Developer elects to terminate the Agreement the County and City funds may be reallocated to other projects at the sole discretion of the County and City. Termination of this Agreement does not release Developer from platting and/or site development requirements in effect at the time a plat or site plan is submitted to the appropriate authority for approval. Upon satisfying the conditions set forth in Section 12(d), the County will return, with interest, Developer's deposit of its share of the Eligible Construction Costs.

- (h) Travis County shall act as Escrow Agent for the management of funds deposited into escrow by Developer pursuant to this Agreement, and the funds will be deposited in an interest-bearing account. Travis County shall invest the funds in accordance with the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, and other applicable laws or bond covenants. The interest which accrues on the escrowed funds shall be credited to Developer's account(s) and may be used to pay any of the obligations of Developer hereunder, including the payment of approved change orders. Any funds remaining in Developer's escrow account(s) upon the completion of the construction and County and City's acceptance of the Project shall be returned to Developer. Travis County shall provide Developer, at least monthly, with an accounting of the deposits to and disbursements from Developer's escrow account(s).

Section 3. Project Construction Management.

- (a) The Developer shall be responsible for managing development of the Project. The Developer may contract with the Project Engineer or another person, including a person affiliated with Developer, to serve as Developer's agent for providing Project Construction Management services ("**Project Construction Manager**").
 - (1) Before executing a contract with the Project Construction Manager, the Developer must submit a copy of the proposed contract with the Project Construction Manager to the County for approval of the contract and fees. The County shall have ten (10) business days after such submission within which to make any comments to the proposed contract, and if no such comments are received by Developer within said ten (10) day period, the County shall be deemed to have approved the form of contract. The fee for the services of the Project Construction Manager must not exceed four percent (4%) of Developer's actual costs incurred under the Construction Contract.

completed in accordance with approved plans and specifications on time and within budget (collectively, "**Project Construction Manager Services**"). The Project Construction Manager shall provide all files for the Project to the County within thirty (30) days after completion of the construction of the Project, including all addenda and change orders, record drawings, pay requests, and payment records. The County may require the Developer to replace the Project Construction Manager if, in the County's opinion, the Project Construction Manager is not satisfactorily performing its responsibilities related to the Project.

Section 4. Project Engineering Services.

- (a) The Developer shall contract with a professional engineering firm acceptable to the County to assist and serve as Developer's agent in performing all necessary engineering, including design, surveying, geotechnical and traffic analysis services, utility relocation coordination, project manager services during the design phase, and other engineering services for the Project (the "**Project Engineer**"), as required by this section and **Exhibits F and G**. The Developer must not use competitive bidding to obtain services of the Project Engineer.
- (1) Before executing a contract with the Project Engineer, the Developer must submit a copy of the proposed contract with the Project Engineer to the County for approval of the contract and fees. The County shall have ten (10) business days after such submission within which to make any comments to the proposed contract, and if no such comments are received by Developer within said ten (10) day period, the County shall be deemed to have approved the form of contract.
 - (2) After the County approves the proposed contract with the Project Engineer but before Developer executes the contract, Developer must deposit into an interest bearing account with the County fifty percent (50%) of all Eligible Preconstruction Costs. Upon satisfying the conditions set forth in Section 12(d), the County will return, with interest, Developer's deposit of its share of the Project Preconstruction Costs.
 - (3) In its contract with the Developer, the Project Engineer must acknowledge that the Project is a public works project on public property. Developer shall in a timely manner pay all amounts due to the Project Engineer for the engineering services rendered in association with this Agreement. The Developer shall ensure that its contract with the Project Engineer contains a provision that the Project Engineer will look solely to the Developer for all sums coming due thereunder and that the County will have no obligation to the Project Engineer, but will only be obligated to pay the

- of the construction of the Project or the Project Engineer's contract;
and
- (14) any other service or producing any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").
- (d) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements, which approval shall not be unreasonably denied, delayed, or conditioned. The County shall use reasonable efforts to respond to a request for approval within ten (10) working days after any Engineering Services and Deliverables are submitted and shall notify the other Parties in writing if an Engineering Service and Deliverable is not satisfactory. All Engineering Services and Deliverables shall become the property of the County.
- (e) Developer shall cause the Project Engineer and any subcontractor of the Project Engineer performing work on the Project to purchase professional errors and omissions liability insurance (contractual liability included) with a limit of at least One Million Dollars (\$1,000,000) including the cost of claims and that covers claims arising from errors and omissions in the design and engineering of the Project for claims asserted within a period of five (5) years of the completion of the Project. Developer shall provide a copy of the insurance policy upon Developer's execution of this Agreement. Pursuant to the Interlocal Agreement, each general liability and automobile liability policy must name County and the City as additional insureds. Except for (i) Developer's obligation to provide the errors and omissions liability insurance required by this Section 4(e), and (ii) Developer's liability [in the event and to the extent that the cost of damage or loss is not covered by liability insurance otherwise required by this Section 4(e)] for the below specified percentage ("**Developer's Liability Percentage**") for the costs, damages, or losses (a) that are caused by the Project Engineer with respect to Engineering Services and Deliverables including, but not limited to, surveying and/or the Final Plans and Specifications including, but not limited to, the negligence of the Project Engineer and/or surveyors retained by the Project Engineer and (b) that are the result of deficiencies, errors and/or omissions and/or negligence of the Project Engineer and/or surveyors retained by the Project Engineer discovered within one (1) year of the acceptance of the Project by the County, Developer will have no liability to the County and/or its successors for costs, damages, or losses caused by the Project

- (h) The County shall issue any required permits within ten days of the Developer's submittal of Final Plans and Specifications meeting all applicable County standards.
- (i) The County hereby waives all review, permit, and inspection fees in connection with the Project.

Section 5. Designated Representatives.

- (a) County and Developer each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 15(d), below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Steven M. Manilla, P.E. (or successor), County Executive, Transportation and Natural Resources Department
411 West 13th Street, 11th Floor
Austin, Texas 78701

Developer: David Armbrust
Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, TX 78701

- (b) Developer will require its agents to report regularly to and to cooperate and coordinate with County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by County, and reviewing and commenting in a timely manner on work products associated with the Project.

appraised value of the Old R-O-W is more than the value of the Real Property Interests, in which case Developer shall pay County the difference in cash within thirty (30) days before commencing construction on the Project.

Section 7. Construction Contract Procurement.

- (a) Upon the Parties' approval of the Final Plans and Specifications, Developer shall incorporate the Final Plans and Specifications into an invitation for bids and solicit bids for one or more contracts for construction of the Project ("Construction Contract"). The invitation for bids shall include written notice of the requirements of Section 8. The Developer shall submit the invitation for bid and a list of proposed bidders to the County for approval in advance. The invitation for bids must be solicited within thirty (30) days of County approval of the Final Plans and Specifications except that if satisfactory contractual arrangements for the cost of relocations or adjustment of utilities or other infrastructure have not been made with the owner or operator of the utility, Developer may delay solicitation of bids until such arrangements are in place. The Parties shall use reasonable efforts to meet the design, construction and delivery milestones outlined in Exhibit I. The Developer shall provide the County with all responses to the bid solicitation. Despite the foregoing, if the Developer does not solicit bids within sixty (60) days after final approval of the Plans and Specifications, the County may terminate the Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 7(a), the County will have no obligation to pay any further amount under this Agreement; however, if the County chooses not to complete the Project, it will promptly return to Developer any funds deposited by Developer in an escrow account with respect to this Agreement, with interest, less any amounts owed by the Developer to the County under this Agreement.
- (b) Developer shall notify the County of the amounts of the bids received for the Project.
 - (1) If the bid determined by Developer, the City, and the County to be acceptable as the lowest responsive and responsible bid for the Construction Contract exceeds the then estimated cost of construction by more than twenty percent (20%), Developer may, or if requested by the County, the Developer must, reject all bids as excessive and require the Project Engineer to perform value engineering in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements, to reduce costs, and solicit bids again until a bid acceptable to County and Developer is received.

**EXHIBIT J
JOINT USE ACKNOWLEDGEMENT AGREEMENT**

WHEREAS, Travis County (the "County"), a political subdivision of the State of Texas, proposes to make certain roadway improvements to Parmer Lane in the area indicated on the attached map (the "Project"); and

WHEREAS, _____ ("Utility") proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest that may be vested in the **Utility** within the above-described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **County** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **County** promptly.

Participation in actual costs incurred by the **Utility** for any future adjustment, removal or regulation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **County** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood, or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

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

FORMER EMPLOYEES

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

* Identifies employees who have been in a position for less than one year.

**EXHIBIT H
ETHICS AFFIDAVIT**

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Contractor: _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

1. *Affiant is authorized by Contractor to make this affidavit for Contractor.*
2. *Affiant is fully aware of the facts stated in this affidavit.*
3. *Affiant can read the English language.*
4. *Contractor has received the list of key contracting persons associated with this invitation for bids which is attached to this affidavit as Exhibit "A".*
5. *Affiant has personally read Exhibit "A" to this Affidavit.*
6. *Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.*

Signature of Affiant

Address

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

Notary Public, State of Texas

Typed or printed name of notary

EXHIBIT G

ENGINEERING SERVICES & DELIVERABLES: UTILITY RELOCATION SERVICES

1. Research records of properties within project limits of construction
 - a) identify all utility companies that serve the properties
 - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
 - c) identify owners of utilities and contact information
2. Obtain existing condition and proposed improvement information from utility companies
 - a) determine type, size, and approximate location of existing utilities.
 - (i) interview appropriate utility company representatives
 - (ii) obtain as-built drawings if available
 - b) determine future plans for utility work within the limits of construction
 - (i) interview appropriate utility company representatives
 - (ii) if available, obtain preliminary utility engineering plans and schedule for future improvements
 - (iii) If no engineering plans are available, obtain description of proposed improvements including design criteria that will be used including but not limited to:
 - A) utility assignment
 - B) depth requirements
 - C) design requirements for separation from other utilities, structures, or activities
3. Review project design information for existing and potential conflicts
 - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
 - b) profile sheets showing existing and proposed conditions
 - c) detail sheets for foundations showing size and depth requirements
 - d) cross sections showing existing ground and proposed improvement including excavations, embankments, drainage channels, etc
4. Coordinate the relocation, protection, upgrading or abandonment of utilities
 - a) Identify with the County's Project Construction Managers apparent conflicts between existing or proposed utilities and the project improvements shown in the design documents.
 - b) Provide copies of design documents to all utility service providers along with list of conflicts identified.
 - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
 - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to the County
 - iii) meet with the County and County Attorneys and/or the utility company representatives and other public entities as needed to assist with reconciling

supplemental drawings and specifications in response to requests for information by the Construction Contractor; to inform the Construction Contractor, the County and the Developer immediately upon identifying unacceptable deviations from the contract documents and document such deviations; to resolve problems which arise during performance of the work by the Construction Contractor; and, to perform all other duties that are included in the contract. Construction phase services shall extend through the Construction Contractor's warranty of construction, starting after the County and the Developer issue the project Completion Certificate or from the date of the notice of Substantial Completion. The warranty period during which the Project Engineer's services shall be provided shall not exceed one year unless otherwise specified herein.

- H. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget
- I. Preliminary list of required regulatory approvals and right-of-way takings
- J. Updated project schedule with status tracking

Total projected time for completion of Work Product 1 is sixty (60) calendar days.

(ii) Work Product 2: 60% complete design documents:

The 60% complete documents should address *all* major design issues and set direction for completion of the construction documents. A public meeting may be required. The requirements for the 60% design submittals shall as a minimum include the following:

- A. Completed site layout drawings
- B. Drawings that represent all items of work in the scope of services for the project including coordinates for proposed alignment (no blank pages or missing pages). Revised typical sections and cross sections to reflect more complete design
- C. Draft specifications;
- D. Proposed construction schedule and sequence of work
- E. List of permits required and schedule for obtaining all permits/approvals/utility coordination required prior to bidding
- F. Engineering calculations, studies, and reports used in design (drainage report, geotechnical report, environmental studies & reports, slope stability analysis, preliminary quantities, structural design, etc.)
- G. Drawings should demonstrate coordination between prime consultant and sub-consultants (no missing design components to be provided by sub-consultants)
- H. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget
- I. Draft ROW strip maps, sketches, & field notes. Final ROW documents to be submitted within 30 days of receiving review comments from Travis County, if required.
- J. Updated project schedule with status tracking.

Total projected time for completion of Work Product 2 is sixty (60) calendar days.

(iii) Work Product 3: 90% complete construction documents:

EXHIBIT F

ENGINEERING SERVICES & DELIVERABLES:

PROJECT DESIGN

1. The Project Engineer shall provide professional services to produce both Preliminary Plan Documents and final plans, specifications and estimates for construction documents for the Project. These services generally will include, but are not limited to the following; storm water drainage system analysis and design (may include water quality and detention); preparing schematic and final right-of-way and easement parcel exhibits; preparing construction documents; completing land surveys, geotechnical investigations and reports with analysis needed for pavement design, structure foundation design, and evaluating slope stability; completing alignment and intersection plans and analysis; developing roadway signage and pavement marking plans, traffic control plans, and plans for utility relocation and landscaping; completing environmental assessments and mitigation plans; monitoring project cost and applying cost recovery methodologies such as value engineering; attending and leading public meetings; and, acquiring all appropriate regulatory permits and clearances.
 - (a) The Project Engineer will perform the following services:
 - (i) Develop all Plans, Specifications, and Estimates (PS&E documents) within the project's allotted budget, to standards stipulated by Travis County.
 - (ii) Develop and submit a construction cost estimate at each phase of the design project.
 - (iii) Use generally recognized engineering methodology and standards of care
 - (iv) For each required permit, either obtain the permit or identify the permit for the Construction Contractor and direct the Construction Contractor to obtain it.
 - (v) Conduct and provide reports for all applicable environmental studies, evaluations, assessments, and calculation/negotiations for mitigation.
 - (vi) Establish and provide a detailed project design task completion. Monitor and provide task completion report to the Developer and the County.
 - (vii) Produce a utility relocation plan and coordinate ALL utility relocation efforts with the appropriate utility company.
 - (viii) Provide on call or total technical assistance during the bidding and construction periods.
 - (ix) Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a project presenter.
 - (x) Provide all geotechnical reports and analysis
 - (xi) Provide required services, as determined by the County and the Developer, for construction administration.
 - (b) The Project Engineer will provide six specific work products with each requiring

- documents, and provide recommendation for approval or rejection to the County and the Developer
- (iv) Upon Project completion, obtain the original drawings from the Project Engineer, incorporate all as-built conditions on the original drawings and provide copies to the County and the Developer at project close-out.

4. Post Construction Services

(a) Warranty Period Services

- (i) Meet with County and the Developer upon request during the warranty period to investigate problems with material, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.
- (ii) Coordinate and attend with the County and the Developer a final warranty inspection no less than sixty days prior to expiration of Construction Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or caused by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Construction Contractor prior to expiration of the warranty period.

Construction Manager shall prepare and distribute change orders and jointly sign all Change Orders with the County and the Developer

(c) Construction Contractor Pay Requests

Upon receipt of a pay request from a Construction Contractor, jointly review each line item with the Construction Contractor and advise the Construction Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County and the Developer of any issues that may warrant withholding, reducing, or delaying payment to the Construction Contractor and provide supporting documentation.

(d) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County, the Developer, or the Construction Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Construction Contractor beforehand.

(e) Observation

Site visits are to be performed to the extent necessary to:

- (i) Observe, document, and report to the County, the Developer, and the Construction Contractor whether the project is being constructed in accordance with the contract documents.
- (ii) Observe, document, and report to the County, the Developer, and the Construction Contractor whether the proper measure of unit price bid quantities is being implemented, and confirm percentage completion of lump sum items.
- (iii) Observe, document, and report to the County and the Developer the progress of the Construction Contractor and resources committed to the project by the Construction Contractor.

(f) Materials Testing and Inspections

- (i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, jointly develop with the Project Engineer and the Construction Contractor a testing program for the project. The testing program must designate what services are to be provided by the Project Engineer and the Construction Contractor. Compensation for testing services provided by the Project Engineer is to be included in the Project Engineer's fees for Construction Administration services. Services shall include, but not be limited to soils compaction testing, concrete cylinder

EXHIBIT E

CONSTRUCTION ADMINISTRATION SERVICES

1. Coordination and Pre-Construction Meeting Services

- (a) **Technical Submittals and Samples**
Prepares for the coordination meeting with the County and the Developer a list of all technical submittals required by the Construction Contractor. This list shall be distributed at the pre-construction meeting.
- (b) **Permits**
Prepares for the coordination meeting, a list of all permits to be obtained by the Construction Contractor. This list shall be distributed at the pre-construction meeting.
- (c) **Material Testing and Inspections**
Prepares for the coordination meeting recommendations for the project construction and material testing protocols.
- (d) **Pre-construction Submittals**
Provides review comments on Construction Contractor's pre-construction submittals to the Construction Contractor at the pre-construction meeting. Pre-construction submittals include the Construction Contractor's construction schedule, division of contract, subcontractor list, material supplier list, or any special submittals requested of the Construction Contractor prior to the pre-construction meeting.

2. Administrative Tasks

- (a) Prepares draft agenda for pre-construction meeting;
- (b) Determines the project communication, reporting, submittal approval/rejection protocol, and documentation requirements;
- (c) Conducts weekly job site meetings; determines the format for scheduling and conducting, and recording construction meeting minutes;
- (d) Reviews and becomes knowledgeable of any required Developer or County construction administration processes;
- (e) Records meeting minutes;
- (f) Maintains Project construction records consisting of all correspondence related to the construction of the project including but not limited to:
 - (i) all approved technical submittals and a technical submittal checklist;
 - (ii) all approved field orders and change orders;
 - (iii) contract specifications and drawings;
 - (iv) daily log;
 - (v) job meeting minutes;

sole cost and expense, execute and deliver to Assignor such documents as Assignor will reasonably request to evidence such termination.

- (b) Beneficiary is not, by entering into this Assignment or accepting the assignment of and security interest in the Contracts, assuming or agreeing to assume any obligation or liabilities on the part of Assignor under the Contracts.
- (c) Beneficiary's remedies hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein will not be construed as a waiver of any of Beneficiary's other remedies.
- (d) Notice mailed to Assignor's address as reflected above, or to Assignor's most recent changed address on file with Beneficiary, at least ten (10) days prior to the related action, will be deemed reasonable.
- (e) THIS ASSIGNMENT HAS BEEN MADE IN, AND THE INTEREST GRANTED HEREBY IS GRANTED IN, AND BOTH WILL BE GOVERNED BY, THE LAWS OF THE STATE OF TEXAS IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEMENT, AND PERFORMANCE. This Assignment may not be modified, altered or amended except in writing duly signed by an authorized representative of Beneficiary and by Assignor. If any provision of this Assignment is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, any and all other terms and provisions of this Assignment will remain in full force and effect as stated and set forth herein.
- (l) All notices, demands, requests and other communications required or permitted hereunder will be in writing and may be personally served or sent by mail, and if given by personal service, it will be deemed to have been given upon receipt, and if sent by mail, it will be deemed to have been given upon its deposit in the mail, postage prepaid, registered or certified, return receipt requested, addressed to Assignor or Beneficiary, as the case may be. The addresses of the parties to this Assignment are set forth on page I of this Assignment. Any of the parties to this Assignment will have the right to change their respective addresses by designating a new address in a written notice to the other parties as herein required.
- (m) This Assignment may be executed in multiple original counterparts.

agreement, indenture or undertaking to which it or any of its property is bound or affected.

- (d) Except for this Assignment (which Assignor has authority to grant): Assignor has not previously assigned, transferred, conveyed, sold, pledged or hypothecated any of the Contracts.

6. **Assignor's Agreements.** Assignor agrees as follows:

- (a) To perform all of its obligations under the Participation Agreement.
- (b) To perform or cause to be performed each and every obligation and duty imposed upon Assignor by the Contracts and to not do any act or not omit to do any act which would constitute a breach of, default under or noncompliance with the Contracts.
- (j) Not to execute any amendment or modification of the Contracts or otherwise change or alter any of the terms and provisions of the Contracts without Beneficiary's prior written consent.
- (l) To promptly notify Beneficiary of the occurrence of any event which constitutes a breach of, default under, or noncompliance with, or which with the passage of time, notice, or both, will constitute a breach of, default under, or noncompliance with any of the terms and provisions of the Contracts.
- (m) To send, with reasonable promptness, to Beneficiary copies of any and all notices of default, breach or material alteration sent or received by Assignor under the Contracts or in connection with Assignor's interest in the Contracts.

7. **Events of Default.** Assignor will be in default under this Assignment upon the happening of any one or more of the following events or conditions (an "Event of Default"):

- (a) Any event of default which occurs under the Participation Agreement which is not cured within any applicable grace or notice and opportunity to cure period.
- (b) Breach of, noncompliance with, or default by Assignor in any of its agreements under this Assignment which is not cured within 15 business days after notice of such breach, noncompliance or default, provided that such 15-day cure period will be extended if such breach, noncompliance or default cannot be reasonably cured within 15 business days, provided that Assignor commences to cure such breach, noncompliance or default within the 15-day period and thereafter diligently pursue such cure.

**EXHIBIT D
COLLATERAL ASSIGNMENT**

COLLATERAL ASSIGNMENT OF CONTRACT AND CONTRACT RIGHTS

DATE: _____, 20__

ASSIGNOR:

ASSIGNOR'S ADDRESS:

BENEFICIARY: Travis County, Texas

BENEFICIARY'S ADDRESS: P.O. Box 1748, 411 West 13th Street, Austin, Texas 78767

PARTICIPATION AGREEMENT: The ___ Participation Agreement between Assignor and Assignee dated _____, 20__.

CONTRACT: All of Assignor's right, title, and interest (but not Assignor's duties or obligations) in and to the following described contracts (collectively, the "Contracts"):

- (a) The Construction Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached hereto as Exhibit "A";
- (b) The Engineering Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached as Exhibit "B"; and
- (c) The Project Construction Management Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached as Exhibit "C";

1. **Agreement.** Subject to the terms and conditions of this Collateral Assignment of Contract and Contract Rights (this "Assignment"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby grants, assigns, transfers, and conveys to Beneficiary the Contracts, and all powers, benefits, right, title, and interest accruing and to accrue to Assignor and to which Assignor is or may hereafter become entitled to by virtue of the Contracts.
2. **Secured Obligations.** This assignment is made to Beneficiary to secure the performance by Assignor of all of Assignor's duties and obligations under the Participation Agreement.
3. **License.** Beneficiary hereby grants to Assignor a limited license (the "License") to exercise and enjoy all of Assignor's rights and benefits under the Contracts. Upon the occurrence of an Event of Default (as defined below), Beneficiary will have the complete right, power and authority hereunder, then or thereafter, to

Executed to be effective this _____ day of _____ 2012.

DECLARANT:

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

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this, the _____ day of _____, 2012, by _____, in his capacity as _____ of _____ and on behalf of same.

Notary Signature

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this, the _____ day of _____, 2012, by _____, in his capacity as _____ of _____ and on behalf of same.

Notary Signature

6. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Declaration shall entitle the Owners to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Declaration.
7. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to, work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (except for financial inability, imprudent management or negligence), then the time for performance as herein specified will be extended by the amount of delay actually so caused.
8. Existing Encumbrances. The easement and other rights granted or created by this Declaration are subject to any and all matters of record affecting the Property.
9. General Provisions.
 - A. Inurement. This Declaration and the restrictions created hereby shall inure to the benefit of and be binding upon the Owners, and their successors and assigns. If the Declarant conveys all or any portion of the Property, the Declarant shall thereupon be released and discharged from any and all further obligations, if any, under this Declaration that it had in connection with the property conveyed by it from and after the date of recording of such conveyance, but no such sale shall release the Declarant from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
 - B. Duration. This Declaration takes effect upon County acceptance of the part of Parmer Lane within the Property. Unless terminated in accordance with Paragraph 9(K) below; this Declaration shall remain in effect in perpetuity.
 - C. Non-Merger. This Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
 - D. Severability. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.
 - E. Entire Agreement. This Declaration and the exhibits attached hereto contain all the representations and the entire agreement between the

EXHIBIT C

STORMWATER MANAGEMENT AGREEMENT

**DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS
REGARDING THE MAINTENANCE OF DRAINAGE FACILITIES**

This Declaration of Easements and Restrictive Covenants Regarding the Maintenance of Drainage Facilities (the "**Declaration**"), is executed this _____ day of _____ 20____, by _____ ("**Declarant**").

GENERAL RECITALS:

- A. Declarant is the owner of land (the "**Property**") in Travis County, Texas, described in **EXHIBIT A** attached and incorporated by reference.
- B. Definitions.
 - 1. Owners. The term "**Owner**" means, individually, and the term "**Owners**" means, collectively, Declarant and all future owners of the fee interest of any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.
 - 2. Facilities. The term "Facilities" means those drainage facilities that convey and receive stormwater runoff from the Property and Parmer Lane and that are more particularly described in **EXHIBIT A** attached and incorporated by reference.
- C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property and Parmer Lane and has agreed to accent the responsibility for maintenance of the Facilities in accordance with the terms hereof.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns and shall inure to the benefit of each owner. Each contract, deed, or conveyance of any kind conveying those portions of such Property shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance,

SPECIFIC AGREEMENTS AND RESTRICTIONS:

- 1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Declaration for all purposes.
- 2. Maintenance. The Owners shall maintain the Facilities in a good and functioning condition in accordance with the requirements of the City of Austin and/or Travis

EXHIBIT 'B' - CONCEPTUAL PROJECT DESCRIPTION

(All elements subject to final engineering design and approval.)

Community Identity

Community Identity monumentation at north and south entries set back from property line and integrated with landscape, grades and walls.

Ornamental Landscaping

Limited ornamental landscaping in median near major north and south entries. Landscape generally more colorful and refined in medians and becoming less refined and requiring less maintenance at edges of right-of-way.

Plant Materials

All plant materials are native. Xeric landscaping principles utilized to reduce mowing and irrigation and to control invasive species. Native grasses, wildflowers and forbs used in expansive roadside open areas with native trees used in masses to visually define the corridor.

Irrigation

Utilize reuse water source if possible. Design irrigation as temporary system for use during landscape establishment period. Consider existing and proposed pond/reservoirs for rainwater harvesting and irrigation water storage.

Alignment

Horizontal and vertical alignments for northbound and southbound lanes are independent of each other to add visual interest to driving experience and allow grading as close to existing grade as possible. Roadway grades in 2% - 7% range typical.

R.O.W.

R.O.W. width no less than 114'. (R.O.W. to be determined.)

Native Grasses / Wildflowers / Forbs

Used in area between walk and limit of grading to provide attractive roadside aesthetic and minimize maintenance.

Walks

Curvilinear walks within right-of-way offset from edge of roadway to provide safe pedestrian experience. 6' width west side of road, 6' width on east side.

Manicured Landscape

Use of turf limited to area between walk and curb to provide comfortable pedestrian experience and reduce mowing and irrigation.

Walls

Natural stone retaining walls (when required to hold slope) and freestanding walls used throughout corridor to establish unified visual vocabulary.

Drainage

Drainage swales contoured to minimize runoff and distribute throughout parkway. Reduced visual impact from drainage structures.

Sustainable Roadway Design

Notes

- Less than 20% impervious cover of net site area in R.O.W.
- R.O.W. to be determined.
- Maximize overland flow.
- Provide grass lined swales.
- Incorporate flow spreaders.
- Meander swales instead of parallel to roadway.

PARMER LANE PHASE 2B CONCEPT

SCALE: 1" = 200'
 0 REFERENCE TO PARMER LANE PHASE 2B CONCEPT
 DATE: 01-23-2012



712 Congress Avenue, Suite 200
 Austin, TX 78701
 Tel: (512) 452-2012 Fax: (512) 487-0177
 www.rpv.com



All information furnished regarding this project is based on information provided by the client. RPV is not responsible for independent verification of any data or information. The client shall be responsible for the accuracy of all information and data provided. RPV shall not be held responsible for any errors or omissions. The client shall be responsible for the accuracy of all information and data provided. RPV shall not be held responsible for any errors or omissions. The client shall be responsible for the accuracy of all information and data provided.

The City of Austin Engineering Department, 712 Congress Avenue, Austin, TX 78701

100.00 Acres

James Manor Survey No. 40, Abstract No. 546

James Manor Survey No. 39, Abstract No. 568

Wildhorse Ranch

William H. Sanders Survey No. 54, Abstract No. 690

Page 2 of 3

September 7, 2006

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acre tract of land conveyed to Travis County, Texas, for right-of-way of Blue Bluff Road (80.00' wide) in Volume 4871, Page 1883 of the said Deed Records;

THENCE, leaving the said northerly line of and crossing through the 1242.15 acre tract, along the east line of the 167.527 acre tract, being the west line of Blue Bluff Road (said west line is that line shown on Travis County Engineer Plan No. 1-045, dated Dec. 1970, for an 80.00 feet wide right-of-way, said right-of-way was not conveyed to the county), with the following four (4) courses:

- 1.) S09°08'51"W, 224.11 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 2.) S17°37'27"E, 592.53 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 3.) S01°08'19"E, 223.56 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 4.) S15°22'44"W, 165.33 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc." for the southeast corner of the herein described tract;

THENCE, S86°52'26"W, leaving the said west line of Blue Bluff Road, continuing across the 1242.15 acre tract and the 167.527 acre tract, 2039.92 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc." in the west line of the said 167.527 acre tract being the east line of that 100.00 acre tract conveyed to J&T Development Group L.P. by the deed recorded in Document No. 2006167447 of the said Official Public Records for the southwest corner of the herein described tract;

THENCE, N09°04'22"W, continuing across the 1242.15 acre tract with the common line of the 167.527 acre tract and the 100.00 acre tract 2515.98 feet to a ½" iron rod set in the south right-of-way line of the above said Southern Pacific Railroad (150.00 feet wide);

THENCE, N38°57'25"E, continuing across the said 1242.15 acre tract, along the northwest line of the 167.527 acre tract and the southeast right-of-way line of the said old Southern Pacific Railroad (150.00 foot wide), passing the point of intersection of this railroad right-of-way line with the north line of the said 1242.15 acre tract, being the north line of the 891.38 acre tract and the south line of the aforesaid 11.2 acre tract, for a distance of 97.33 feet a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.";

THENCE, S61°40'00"E, continuing with the northwest line of the 167.527 acre tract, a distance of 25.44 feet to a ½" iron rod set, with a cap marked "Capital Surveying Company, Inc.", in the south right-of-way line of the said old Southern Pacific Railroad (200.00 feet wide);

THENCE, N38°57'25"E continuing with the northwest line of the 167.527 acre tract, crossing the said 11.2 acre tract and the 1242.15 acre tract, 47.77 feet to a ½" iron rod found, with a cap marked "Capital Surveying Company, Inc."; at the point of curvature of a curve to the right;

199.996 Acres

James Manor Survey No. 40, Abstract No. 546

James Manor Survey No. 39, Abstract No. 568

Wildhorse Ranch

August 24, 2006

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- 9.) N26°34'13"W, 851.78 feet to the calculated point of intersection of this northeast line with the southeast line of the above said railroad right-of-way (150.00 feet wide), from which a ½" iron rod found with an aluminum cap marked "TxDOT" bears N26°34'13"W, 0.41 feet;

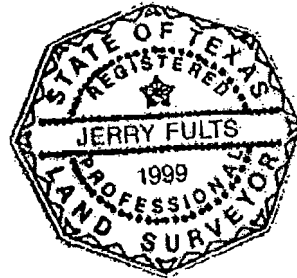
THENCE, continuing across the said 1242.15 acre tract and the 891.38 acre tract, along the southeast right-of-way line of the said old Southern Pacific Railroad (150.00 foot wide), with the following five (5) courses:

- 1.) N36°26'50"E, 107.72 feet to a ½" iron rod set with a cap, marked "Capital Surveying Company, Inc.", at the point of curvature of a curve to the right;
- 2.) With the said curve to the right, having a central angle of 13°08'36", a radius of 1835.00 feet, a long chord of 420.01 feet (chord bears N43°01'08"E), for an arc distance of 420.93 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 3.) N49°35'25"E, 176.19 feet to a ½" iron rod set with a cap, marked "Capital Surveying Company, Inc.", at the point of curvature of a curve to the left;
- 4.) With the said curve to the left, having a central angle of 10°38'00", a radius of 5283.00 feet, a long chord of 979.05 feet (chord bears N44°16'25"E), for an arc distance of 980.45 feet to a ½" iron rod set with a cap marked "Capital Surveying Company, Inc.";
- 5.) N37°57'25"E, for a distance of 1597.99 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 199.996 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (HARN), derived by GPS observation.

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 24th day of August, 2006.



Jerry Fults

 Jerry Fults
 Registered Professional Land Surveyor
 No. 1999 - State of Texas

199.996 Acres

James Manor Survey No. 40, Abstract No. 546

James Manor Survey No. 39, Abstract No. 568

Wildhorse Ranch.

August 24, 2006

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STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 199.996 acres situated in the James Manor Survey No. 39 Abstract No. 528, and the William H. Sanders Survey No. 54, Abstract No. 690, Travis County, Texas, being a portion of that 1242.15 acre tract conveyed to Wildhorse Investments, Ltd. by the deed recorded in Document No. 2000056534 of the Official Public Records of Travis County, Texas; said 1242.15 acre tract being all of those eight tracts of land conveyed to Texas A&M University Development Foundation, and described as Exhibits "A" through "H" by deed recorded in Volume 7896, Page 302 of the said Deed Records of Travis County, Texas and also being all of Lots 1-10, Block 8 and Lots 1-10, Block 9 of the City of Manor as shown in Volume V, Page 796 of the said Deed Records said Lots having been conveyed to Texas A&M University Development Foundation by the aforesaid deed recorded in Volume 7896, Page 302 of the said Deed; said 199.996 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a calculated point for the most northerly corner of the 1242.15 acre tract, being the most northerly corner of that 11.2 acre tract described as Exhibit "F" of the aforesaid deed to Texas A&M University Development Foundation recorded in Volume 7896, Page 302 of the said Deed Records;

THENCE, S14°20'00"W, with the east line of the 1242.15 acre tract and the 11.2 acre tract, 15.02 feet to a ½" iron rod found, with a cap marked "Capital Surveying Co., Inc.", at the point of intersection of this east line with the southeast right-of-way line of the old Southern Pacific Railroad right-of-way (200' wide, as quitclaimed to the City of Austin in Volume 9837, Page 414 and Volume 9837, Page 422 of the said Deed Records);

THENCE, S84°49'44"W, across the said 1242.15 acre tract and the 11.2 acre tract, along the said southeast railroad right-of-way line, a distance of 62.18 feet to a ½" iron rod found with cap marked "Capital Surveying Company, Inc.", for the point of curvature of a curve to the left;

THENCE, continuing across the 1242.15 acre tract and the 11.2 acre tract, along the said railroad right-of-way line, with said curve to the left, having a central angle of 45°52'19", a radius of 1330.00 feet, a long chord of 1036.61 feet (chord bears S61°53'35"W), for an arc distance of 1064.82 feet to a ½" iron rod found, with a cap marked "Capital Surveying Company, Inc.", for the point of tangency;

THENCE, S38°57'25"W, continuing across the said 1242.15 acre tract and the 11.2 acre tract, with the southeast railroad right-of-way line (200.00 feet wide), a distance of 47.77 feet to a ½" iron rod found, with a cap marked "Capital Surveying Company, Inc.", for an angle point;

652.489 Acres
 Wild Horse Ranch
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James Manor Survey No. 39
 William H. Sanders Survey No. 54
 James H. Manning Survey No. 37
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THENCE S62°34'20"E, with the said northerly line of the 1242.15 acre tract, 2171.94 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company Inc." for the northwest corner of a 0.54 acre tract being Lot 1, Block "A" of "Wildhorse Creek Subdivision Playscape" a subdivision of record in Document No. 200600122 of the above said Official Public Records; said set iron rod bears N62°34'20"W, 110.00 feet from a ½" iron rod found on the southwesterly line of "Wildhorse Creek Subdivision Section One" recorded in Document No. 200200143 of the official public records and being the northeast corner of said Lot 1, Block "A";

THENCE S27°25'40"W, leaving the northerly line of and crossing into the said 1242.15 acre tract, with the west line above said Lot 1, Block "A", 150.00 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company, Inc."; for the southwest corner of said Lot 1, Block "A";

THENCE S62°34'20" E, with the south line of above said Lot 1 Block "A", 214.38 feet to a ½" iron rod set with a plastic cap stamped "Capital Surveying Company, Inc."; for the southeast corner of the said Lot 1, Block "A" on the southwesterly line of the Wildhorse Creek Subdivision, Section One described above and being the beginning of a non-tangent curve to the left;

THENCE with westerly and southerly lines of said subdivision, the following four (4) courses:

- 1) Southeasterly with said curve to the left, having a radius of 645.00 feet and a central angle of 13°01'36" (chord bears S22°03'39"E, 146.33 feet) for an arc distance of 146.64 feet to a ½" iron rod with a plastic cap stamped "Capital Surveying Company, Inc." found for a point of compound curvature;
- 2) Southeasterly with a curve to the left, having a radius of 365.00 feet and a central angle of 34°22'12" (chord bears S45°45'42"E, 215.68 feet) for an arc distance of 218.95 feet to a ½" iron rod with "JNS Engineers" plastic cap found for corner;
- 3) S27°03'13"W, with a line non-tangent to the previous curved course, a distance of 332.09 feet to a ½" iron rod with a plastic cap stamped "Capital Surveying Company, Inc.", found for corner at the beginning of a non-tangent curve to the left;
- 4) Southeasterly with said curve to the left, having a radius of 2640.00 feet and a central angle of 22°20'11" (chord bears S72°46'59"E, 1022.68 feet) for an arc distance of 1029.18 feet to a ½" iron rod with Capital Surveying Company, Inc. plastic cap found on the easterly line of the aforesaid 1.999 acre quitclaim tract;

652.489 Acres
Wild Horse Ranch
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James Manor Survey No. 39
William H. Sanders Survey No. 54
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that 69.77 acre tract described in deed recorded in Volume 8088, Page 623 of the Deed Records of Travis County, Texas;

THENCE along the north and east line of the 122.026 acre tract (State Highway No.130) with the following sixteen (16) courses;

- 1) With a curve to the left, having a central angle of $08^{\circ}08'22''$, a radius of 8139.74 feet, a long chord of 1155.36 feet (chord bears $N24^{\circ}22'53''W$) for an arc distance of 1156.33 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 2) $N76^{\circ}33'16''E$, 62.71 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 3) $N28^{\circ}56'25''W$, 134.50 feet to a $\frac{1}{2}$ " iron rod found with a an aluminum "TxDOT" cap;
- 4) $S76^{\circ}53'54''W$, 62.67 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 5) With a curve to the left, having a central angle of $10^{\circ}24'46''$, a radius of 5811.95 feet, a long chord of 1054.79 feet (Chord bears $N33^{\circ}40'26''W$) for an arc distance of 1056.24 feet to an iron rod found with an aluminum "TxDOT" cap;
- 6) $N36^{\circ}53'18'' W$, 551.50 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap.
- 7) $N53^{\circ}02' 27'' E$, 141.23 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 8) $N36^{\circ}41'48''W$, 149.41 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 9) $S53^{\circ}16'47''W$, 141.89 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 10) $N36^{\circ}53'30''W$, at a distance of 1089.25 feet pass a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap 0.09 feet to the northeast, for a total distance of 1196.46 feet to a calculated angle point;
- 11) $N13^{\circ}51'58''W$, 140.60 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 12) $N36^{\circ}53'33'' W$, passing the common line between the 1242.15 acres and the 633.40 acres described above for a distance of 1268.46 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;
- 13) $N03^{\circ}52'51''E$, 222.51 feet to a $\frac{1}{2}$ " iron rod found with an aluminum "TxDOT" cap;

652.489 Acres
Wild Horse Ranch
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James Manor Survey No. 39
William H. Sanders Survey No. 54
James H. Manning Survey No. 37
December 19, 2006
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STATE OF TEXAS §
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COUNTY OF TRAVIS §

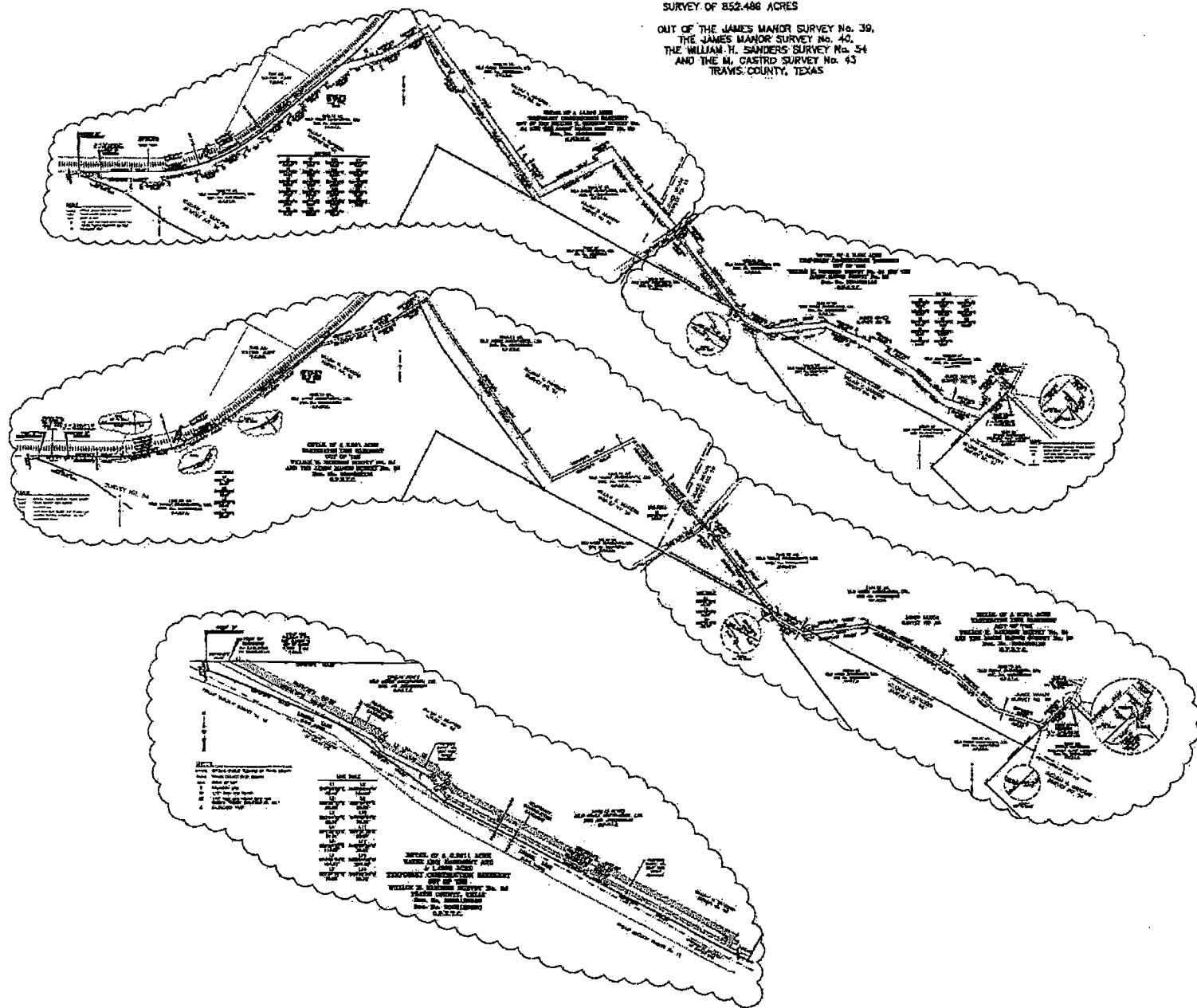
FIELDNOTE DESCRIPTION of a 652.489 acre tract of land situated in the James Manor Survey No. 39, the William H. Sanders Survey No. 54, and the James H. Manning Survey No. 37, all of Travis County, Texas and being a portion of that 1242.15 acre tract of land conveyed to Wild Horse Investments, Ltd. by deed recorded as Document No. 2000056534 of the Official Public Records of Travis County, Texas, a portion of that 633.40 acre tract of land conveyed to Wild Horse Investments, Ltd., by deed recorded as Document No. 2000175724 of the Official Public Records of Travis County, Texas; a part of that 1.999 acre tract quit claimed to Wild Horse Investments, Ltd., in Document No. 2001076959 of the Official Public Records of Travis County, Texas, and all of that 34.259 acre tract conveyed to WHC 116 Lots, Ltd. by deed recorded as Document No. 2002115737 of the Official Public Records of Travis County, said 652.489 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the westerly right-of-way line of FM 973 (100.0 feet wide right-of-way) and being the most northerly corner of the common line between the aforesaid 1242.15 acre tract and said FM 973 right-of-way;

THENCE, with the common easterly line of said 1242.15 acre tract and westerly right-of-way line of FM 973 the following eight (8) courses:

- 1) S04°16'00"W, a distance of 863.79 feet to a highway right-of-way marker found for the point of curvature of a curve to the right;
- 2) Southwesterly with said curve to the right, having a radius of 2814.60 feet and a central angle of 10°45'45" (chord bears S09°38'53"W, 527.92 feet) for an arc distance of 528.70 feet to a highway right-of-way marker found for a point of tangency;
- 3) S15°01'45"W, 373.86 feet to a highway right-of-way marker found at the beginning of a non-tangent curve to the left, having a radial bearing of S75°00'08"E;
- 4) Southwesterly with said curve to the left, having a radius of 5779.58 feet and a central angle of 05°53'20" (chord bears S12°03'11"W, 593.77 feet) for an arc distance of 594.04 feet to a 1/2" iron rod found at the end of said curve from which a found highway right-of-way marker bears S28°38'00"E, 2.0 feet;

SURVEY OF 852.486 ACRES
OUT OF THE JAMES MANOR SURVEY No. 39,
THE JAMES MANOR SURVEY No. 40,
THE WILLIAM H. SANDERS SURVEY No. 54
AND THE M. CASTRO SURVEY No. 43
TRAVIS COUNTY, TEXAS



DATE	3/8/12
BY	[Signature]
SCALE	AS SHOWN
PROJECT NO.	852.486
SHEET NO.	3 OF 3

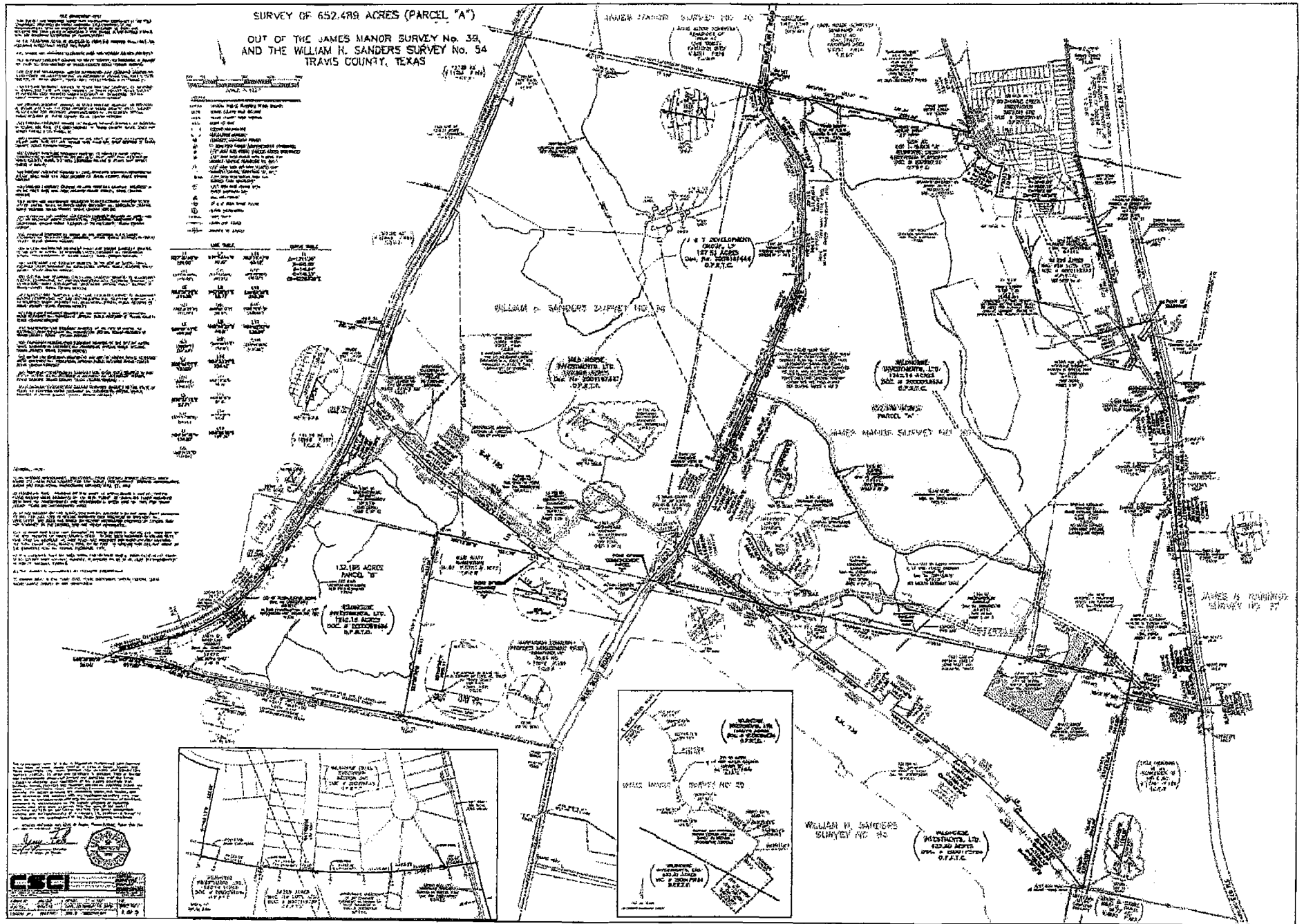


Exhibit J:

Joint Use Acknowledgement
Agreement

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

COUNTY:

Sam Biscoe, County Judge

Date:


OWNER / DEVELOPER:

HEART OF MANOR, L.P.

a Texas limited partnership


By: MANOR GP, LLC,
a Texas limited liability company, as General Partner

By: TITAN CAPITAL INVESTMENT GROUP, LLC,
a Delaware limited liability company, as Manager

By: 
Name: WILLIAM A. PERUZZI
Title: MANAGER

Texas WH200, LP,
a Delaware limited partnership

By: Texas WH200 GP, LLC,
a Delaware limited liability company,
Its General Partner

By: 
Printed Name: William Peruzzi
Title: MANAGER

- (i) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.
- (j) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (k) To the extent expressly designated, accepted, and approved in accordance with the terms hereof, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns and shall be a covenant running with the Owner's Land. Owner may not assign its rights or obligations under this Agreement without the written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. It is provided further that Developer and/or Owner may grant a security interest in and collaterally assign all sums to be paid to Developer and/or Owner under this Agreement to any lending institution making a loan to Developer and/or Owner for purposes of payment of the costs of the Project, and County expressly consents to any such security interest or collateral assignment. Any Party may record in the Official Public Records of Travis County a memorandum of this Agreement. Upon any Party's assignment of its rights or obligations in accordance with this Section, such assignor Party shall be released from any further liability hereunder except that if Owner assigns its rights or obligations pursuant to this Section 15(k), Owner remains liable for any work completed before the date of the assignment, and the Owner must provide to the County an executed copy of any instrument regarding the assignment within ten days after the date of the assignment.
- (l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- (m) This Agreement is effective upon execution by all the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.

County: Steve M. Manilla, P.E. (or successor)
County Executive, Transportation and Natural
Resources
P.O. Box 1748
Austin, Texas 78767
Attn: Re No. 163.1969

With copy to: David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: Re No. 163.1969

Owner: Heart of Manor, LP
1300 Virginia Drive, Suite 225
Fort Washington, PA 19034
Attn: William Peruzzi

With copy to: Texas WH200, LP
William Peruzzi
1300 Virginia Drive, Suite 225
Fort Washington, PA 19034

With copy to: David B. Armbrust
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

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

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by all of the Parties. However, any consent, waiver, approval, or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

Developer shall submit to County a final statement of any and all claims for payment or credit the Developer desires to have taken into account in the final accounting under Section 12.

Section 12. Retainage and Final Accounting.

- (a) Until completion of the final accounting under Subsections (b) and (c), the County will withhold five percent (5%) retainage on payments attributable to the Construction Contract and fifteen percent (15%) of the Project Construction Manager's fee. The retained amounts will be released and paid by the County upon completion of the final accounting, resolution of any pending claims or contingent liabilities arising from the Project, and delivery to the County of the warranty documentation, construction files, as built, affidavit of bills paid and final lien waivers, and other documents required to be submitted under this Agreement.
- (b) Within thirty (30) days after the Project is complete or this Agreement is terminated, the Developer shall render a final written accounting of any and all costs to be paid or borne by, or credited or refunded to, any Party under this Agreement, taking into account any amount the County has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project. The Developer shall send a copy of such accounting to the County. The County and the City shall have the right to audit the Developer's records and shall request any such audit, or any adjustments or corrections, within thirty (30) days of receipt of the accounting.
- (c) After the Developer has sent any corrected or adjusted final accounting to the County and City, the County shall pay any amount it owes no later than thirty (30) days after receipt of such final accounting. The Developer shall refund any amounts due the County within twenty (20) days after delivery of the adjusted final accounting.
- (d) Within thirty (30) days after (1) the Project is complete, (2) the Developer has sent any corrected or adjusted final accounting to the County and City, and (3) the Developer has submitted documentation to the County showing that the Developer has fully paid its Project Engineer, Project Construction Manager, Construction Contractor, and any other contractor relating to the Project, the County will return to Developer, with interest, any funds remaining in the Escrow Account.

Section 13. Correction of Defects; Claims.

- (1) copies of all draw requests from contractors included in the invoice, a detailed summary of the work completed and an affidavit of bills paid and partial lien waiver;
 - (2) the cumulative amount of all draw requests to date;
 - (3) the Developer's, County's, and City's respective portions of the current draw requests in accordance with Section 2(b), Section 2(d), and the calculations used to arrive at that allocation;
 - (4) the cumulative amounts paid by the Developer and reimbursed by the County and City under this Agreement through the date of the accounting; and
 - (5) documentation evidencing Developer's payments, if any, to contractors during the previous month, an itemization of what was paid, and any other documentation required by the Travis County Auditor's Office.
- (h) If the services and work described in the invoice were rendered in compliance with this Agreement, the County will make payment to the Developer *within thirty (30) days of receipt of each invoice*, subject to Section 12. In the event changes or corrections are required to any invoice prior to payment, a request for additional information will be made by the County within ten (10) days of receipt of the invoice.
- (i) Developer will also submit a Travis County TNR Cash Fiscal Reduction Request on a monthly basis. If documentation evidencing Developer's payments, if any, to contractors during the previous month has been provided to the County, the County will make payment to the Developer from the *Escrow Account for the Developer's share of the Eligible Project Costs* on the current invoice within thirty (30) days of receipt of the Travis County TNR Cash Fiscal Reduction Request. No payment documentation from the Developer is required in order for the County to process the payment to the Developer for the initial month of the Project.
- (j) Subject to approval by County, which approval shall not be unreasonably denied, delayed, or conditioned, Developer may elect to assign its obligations and liabilities to a separate entity controlled by or affiliated with one or more of the Owners. *Such entity would enter into the contract with the Construction Contractor.* Developer must provide County an executed copy of any instrument regarding the assignment of Developer's obligations with respect to this Agreement within ten days after the date of assignment. The Developer shall remain liable for any work completed before the date of assignment. If Owner transfers its Owner's Land pursuant to this Section 9(j), the agreement shall be a covenant running with the Owner's Land as provided in Section 15(k).

- (2) execute the Construction Contract;
 - (3) submit to the County payment and performance bonds, insurance certificates, collateral assignments, and all other documents required to be submitted under this Agreement;
 - (4) deposit with the County either cash or a letter of credit for the Developer's non-reimbursable costs under Section 2(g) in a form acceptable to the County in an initial amount equal to the County's estimate of the Developer's non-reimbursable share of costs under Section 2(g) ("**Fiscal Security**") to secure completion of the Project as provided in Section 14, provided that the letter of credit may be a reducing letter of credit that provides for reduction of the amount as the Developer incurs and pays such non-reimbursable costs; and
 - (5) issue notice to proceed with construction of the Project to the Construction Contractor.
- (b) Before the applicable date in Subsection (d) for beginning construction of the Project, if the County and the City have executed the Interlocal Agreement, the County will estimate the City's share of costs under the Interlocal Agreement and require the City to deposit with the County cash in that amount ("**City Construction Funds**"). The County shall use the City Construction Funds either to pay to the Developer the City's share of the reimbursement due the Developer under the Interlocal Agreement or to complete construction of the Project under Section 14.
- (c) If the requirements of Subsection (a) are not met, the County may terminate this Agreement and be relieved of any obligation to pay any amount under this Agreement after notice and an opportunity to cure as set forth in Section 15(h).
- (d) Construction must commence within twenty (20) days after the Contractor's notice to proceed. Developer shall cause the Project to be complete and accepted by the County within three hundred sixty-five (365) days following the award of the construction contract. However, Developer may amend the commencement and completion dates set forth in this Section 9(d) if the County Executive agrees in writing to the amendment. Subject to notice and opportunity to cure as set forth in Section 15(h) and notwithstanding anything to the contrary, if the Developer fails to comply with the deadlines set forth in this Section 9(d), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 9(d), the County will have no obligation to pay any amount under this Agreement; however, if the County chooses not to complete the Project, the County will promptly return to Developer any funds deposited by Developer in an escrow account with respect to this Agreement, with

construction of the Project. In the event that a Change Order approved jointly in writing by the City, County, and Developer exceeds the contingency amount, Developer shall deposit its thirty-three percent and one-third percent share of the additional cost with the County within twenty (20) business days. Each party shall be responsible for funding change orders that it requests for its benefit.

- (d) Within ten (10) days after execution of the Construction Contract, the Developer will provide to the County a copy of the executed Construction Contract and any related documents, including any assignment, certificate, or other documents required under Section 8. The Developer will also provide copies of any subsequent documents amending or otherwise relating to the Construction Contract; however, no amendments or change orders to the Construction Contract as approved by the County may be made without the County's approval.

Section 8. Special Provisions Applicable to Construction Contract.

- (a) The Developer will obtain from the Construction Contractor and provide to the County a collateral assignment of the Developer's rights under the Construction Contract, in the form attached as Exhibit D, which authorizes the County to exercise the Developer's rights under the Construction Contract and to complete the Project if the Developer fails to do so as provided in this Agreement.
- (b) The Parties acknowledge that the Project is a County road project and involves construction of public improvements. Accordingly, the Project will be constructed and all right-of-way, easements, equipment, materials, and supplies will be acquired in the name of or on behalf of the County. However, the Developer shall ensure that all construction contracts and other agreements contain a provision that each contractor, materialman, or supplier will look solely to the Developer for payment of all sums coming due thereunder and that the County will have no obligation to any such party, but will only be obligated to reimburse the Developer in the time and manner required under this Agreement.
- (c) The Developer shall include the County's Historically Underutilized Businesses Program goals with the invitation for bid and Final Plans and Specifications and ensure that they are part of the bids.
- (d) The Developer shall ensure that payment and performance bonds are obtained and kept in place for the Project in compliance with Chapter 2253, Texas Government Code.
- (e) All tangible personal property to be purchased for use in construction of the Project and all taxable services to be performed for the design, management and construction of the Project are subject to the sales tax



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By: Daniel Perry **Phone #:** 263-9114

Division Director/Manager: Charles Bergh

A handwritten signature in black ink, appearing to read "Charles Bergh", is written over the printed name.

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with the University of Texas Cycling Team for a bicycle road race at Pace Bend Park in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The University of Texas Cycling Team is requesting the use of Pace Bend Park on March 24, 2012, to host a bike race (UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial). The University of Texas Cycling Team is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Camp Chatauqua at Pace Bend Park. The races are to be confined to the paved roadways inside Pace Bend Park. The race has sanctioned by USA Cycling. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers, and emergency medical staff to provide security, early hours fee collection and respond to emergency medical calls and to resolve any conflicts with regular park users

Pace Bend Park has long been a desired location for many types of competitive events; these events have ranged from orienteering to bike races and triathlons to fishing tournaments due to the size and diversity of the park as well it's location on Lake Travis. The 6-mile paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

The UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial is an all day event with multiple races occurring throughout the day. The races are comprised of multiple circuits around the Park's main road. Races vary in distance and duration, and are categorized by gender, skill level, and age group.

Only collegiate and high school athletes will be competing. This is the first year this race is being held at Pace Pend Park

Race organizers anticipate that approximately 150 participants and 50 spectators will take part in this year's event.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

The races are scheduled to start at 7:00 AM and will conclude no later than 4:00 PM on Saturday, March 24, 2012. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

FISCAL IMPACT AND SOURCE OF FUNDING:

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

ATTACHMENTS/EXHIBITS:

Licence Agreement
Special Event Checklist
Park Map
Race Flyer
Copy of Insurance

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408
Linnea Nasman	Race Director	UT Cycling Team	(510) 917-2464
Daniel Varela	Vice President	UT Cycling Team	(915) 203-0988

CC:

Daniel Chapman	Chief Park Ranger	Parks	263-9114
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951

LICENSE AGREEMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the University of Texas Cycling Team ("Licensee"), a Texas non-profit organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be

exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: Saturday, March 24, 2012, commencing at approximately 7:00 a.m. and terminating at approximately 4:00 p.m. (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

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

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be

responsible for contacting Keith Rawlings, Park Supervisor, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the County Executive of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

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

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee

has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

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

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: The University of Texas Cycling Team
 c/o Linnea Nasman
 3006 E. 16th St.
 Austin, Texas 78702

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

And: Steven M. Manilla, P.E.
County Executive
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

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

XIV. ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____

Linnea Nasman
Race Director
University of Texas Cycling team

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

TRAVIS COUNTY PARKS Special Event Checklist

Event information needed

- **Location:** Pace Bend Park
- **Name of event:** UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial
- **Date & Time of event:** Saturday, March 24, 2012
- **Event Type** (complete description and history if applicable): Collegiate road race and team time trial. Only collegiate and high school athletes will be competing. Various categories will compete throughout the day. The events will last from 8am through 5pm.
- **Sponsor:** USA Cycling
- **Licensee:** University of Texas Cycling Team
- **Type of organization:** Non-profit
- **Primary contact personnel:** Linnea Nasman
Title: University of Texas Cycling Race Director
Address: 3006 E. 16th St, Austin, TX 78702
Phone numbers: (510) 917-2464
- **Secondary contact personnel:** Daniel Varela
Title: University of Texas Cycling Team Vice President
Address: 501 W. 26th St, Apt 121, Austin, TX 78705
Phone numbers: (915) 203-0988
- **Insured by:** USA Cycling and University of Texas
- **Holder of Insurance:** University of Texas at Austin Cycling Team
- **Estimated number of participants:** 150 maximum
- **Estimated number of spectators:** 50 maximum
- **Proposed concessionaires/vendors:** N/A
- **Special requests:** Make roads one-way between 7am and 4pm. Use Camp Chatauqua as the staging and parking area and use the access road through the camp as an entrance/exit for participants so they will not need to drive on the park's main loop.
- **Site visit date:** 02/05/12

From the site visit, park staff will determine the following:

- **Law enforcement required:** 2 Travis County Park Rangers @ \$35/hour, 7a – 4p
- **EMS coverage:** Need the contact info
- **Parking issues to be addressed:** One volunteer will be needed to help coordinate parking. No signage needed.
- **Access and traffic flow issues to be coordinated:** Race will be in a clockwise direction with both lanes available to both vehicles and bike racers. All traffic will keep to the right and pass on the left. Volunteers will be needed at the following locations to ensure vehicle traffic is traveling in the correct direction. "One-way" signs will be posted at the exits of coves / ramps / and other intersections. No other signage/barricades will be needed.

- (1 each) North and South intersections of Grisham Trail and Pace Bend Park Road (need to verify if these are needed with Park Manager)
- Tatum Boat Ramp
- Baldwin Cove
- Restroom 14 intersection
- Restroom 13 intersection @ Levi Cove
- Improved Campsite intersection
- Restroom 11 @ Mudd Cove
- Gracy Loop (restroom 2)
- Collier Boat Ramp
- Maugham Cove
- South Taylor
- North Taylor/Camp Texlake
- Highland Lakes Camp and Conference Center
- **Additional portable restrooms required:** Race Coordinator will provide the necessary portable toilets to accommodate approximately 200 participants/spectators.
- **Additional dumpsters required:** None required.
- **Park fee collection issues:** Each participant/spectator will pay the standard park entrance fees.
- **Public notices required:** Two signs will be needed to notify the public of the upcoming event. The signs should be approximately 2' x 3' in size and designed to be staked into the ground. The signs should indicate the type of event, the date and time and a statement to indicate to the public that there will be possible traffic delays. One will be posted at the park entrance station and the other at the southern intersection of Pace Bend Road and Grisham Trail. Two separate businesses are located within the park. They should be contacted at least two weeks in advance and informed about the proposed event. Their contact information is:

Camp Texlake
Steve Abbott
512-264-1044

Highland Lakes Camp and Conference Center
Danny Dowdy
512-264-1777

- **License Agreement coordination:** Necessary documents are a completed Travis County Parks Special Events Checklist, a map of the proposed race venue/course, and a copy of the event insurance documents with Travis County, listed as a certificate holder. The following info should be listed on the insurance certificate:

Travis County
PO Box 1748
Austin, TX 78767

- **Other items as necessary:** None at this time.



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By: Greg Chico, Right-of-Way Manager **Phone #:** 854-4659

Division Director/Manager: Steve Manilla, P.E., County Executive

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a requested purchase of excess, unused, former right-of-way for Old Johnny Morris Road, totaling approximately 0.75 acres of land located southwest of the intersection of Johnny Morris Road and U.S. Highway 290 East in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The owner of 2.971 acres of land adjacent to the subject tract has submitted a formal request to purchase a 0.75 acre parcel of land owned in fee simple by Travis County. This strip of land was previously used as right-of-way for an earlier alignment of Johnny Morris Road. TNR staff has contacted the appropriate and pertinent county departments, as well as TxDOT (with U.S. 290 E. jurisdiction) and ascertained that no current use or anticipated future need exists for this land area. The property owner of the adjacent tract, C.L. Thomas, Inc., is represented by a consulting agent, Ms. Sarah Crocker, in requesting the purchase of this real property.

STAFF RECOMMENDATIONS:

NR staff recommends that the County proceed with the legally-prescribed process for sale of excess right-of-way at or above the appraised fair market value -- only after such amount is determined by an outside, objective, 3rd party independent appraisal. Any such appraisal would necessarily be performed by a County-approved appraiser, licensed by the State of Texas. If approved by the Commissioners Court, selling the property would convey ownership to the private sector, potentially boosting tax revenue for Travis County. Finally, TNR asks that if the Commissioners approve and direct such action, that the Court appoint a Commissioner of Sale for the proposed transaction.

ISSUES AND OPPORTUNITIES:

This is an opportunity for the County to recognize and capitalize upon the value of an unneeded and under-utilized asset, while increasing the tax base for real property within Travis County. If a sale were to occur, the value of the subject property would be added to the local tax rolls.

FISCAL IMPACT AND SOURCE OF FUNDING:

Proceeds from any future sale of the property would be paid directly to Travis County, for contribution to the County's general fund.

ATTACHMENTS/EXHIBITS:

A: Two-page letter dated November 28, 2011, without attachments, from Sarah Putnam Crocker on behalf of adjoining property owner, requesting purchase of the excess right-of-way

B: Legal description (field notes to include metes and bounds) with sketch depicting the 0.75 acre subject tract

REQUIRED AUTHORIZATIONS:

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

CC:

Chris Gilmore	Assistant County Atty.	TCAO	854-9455
Greg Chico	Right-of-Way Manager	TNR	854-4659
Dee Heap	Right-of-Way Negotiator	TNR	854-7647
Donna Williams-Jones	Senior Financial Analyst	TNR	854-7677

SM:SM:gc
0101 - Administrative -

EXHIBIT "A"

**SARAH PUTNAM CROCKER
CROCKER CONSULTANTS**

4934 W. HWY 290

Austin Texas 78735

November 28, 2011

RECEIVED

JAN 13 2012

TNR

11 DEC -2 PM 12:09
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Honorable Sam Biscoe, County Judge
Travis County Commissioners Court
314 W. 11th St., #520
Austin, TX 78701

RE: REQUEST TO PURCHASE EXCESS RIGHT-OF-WAY (Old Johnny Morris Road)

Judge Biscoe,

On behalf of my client C.L. Thomas Inc., I would like to initiate the process to purchase 0.75 acres of excess right-of-way of Old Johnny Morris Road. On April 4, 2011 my client purchased 2.971 acres of land located at 9600 Johnny Morris Road for the purpose of building a new Speedy Stop convenience store. The 0.75 acres represents 100% of the excess right-of-way that is adjacent to the northern boundary of my client's property.

My office has researched the TCAD records and there is only one adjacent (1) property owner. We have acquired the tax maps and address for Lake Investments & Production Company LTD who own the 37.374 acres that form the other boundary of the 0.75 acres of excess right-of-way.

As part of this submittal I have included the following documents for your review:

- Deed history for the dedication of Old Johnny Morris Road
- Authorized Agent letter
- A certified deed for C.L. Thomas Inc. verifying my clients ownership
- Field notes and sketch of the 0.75 acres of excess right-of-way prepared by Forest Surveying and Mapping Co.
- A schematic site plan of the proposed improvements for the new Speedy Stop.
- City of Austin, Legal Lot Determination C8i-2007-0154 for the subject property at 9600 Johnny Morris Road

Please don't hesitate to contact me should you have any questions or need anything further. A copy of this request and attached material has been provided to Dee Heap, Right-of-Way, negotiator for Travis County (Transportation and Natural Resources Department).

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Crocker', written over a horizontal line.

Sarah Crocker
Authorized Agent
C.L. Thomas Inc.

EXHIBIT "B"

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR PART OF OLD JOHNNY MORRIS ROAD

BEING 0.75 acre that is situated in the Lucas Munos Survey No. 55, Abstract # 513, in Travis County, Texas. This tract is part of the 1.069 acre parcel (Tract One) that was conveyed to Travis County, Texas, by Lucille Westling Carlson, as described in a deed (1962) which was filed in Vol. 2525, Pg. 531, of record in the Deed Records of Travis County, Texas (DRTCT). This tract was surveyed on the ground in October of 2011, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone.

BEGINNING at a concrete Right-of-way monument which was found in the East boundary of the said 1.069 acre parcel that was conveyed to Travis County by Lucille Carlson, in the West boundary of a 2.971 acre parcel that was conveyed to Hardin Interests, Inc., as described in Doc. 2004236957. An iron pin which was set at the Northeast corner of the 1.069 acre parcel, in the South line of Old Manor Road, stands N 29° 33' 36" E 104.90 feet. This corner exists in the South line of a proposed 0.50 acre Acquisition Parcel which has been identified for purchase to widen U.S. 290 East.

THENCE with the West boundary of the said 2.971 acre property of Hardin Interests, Inc., along the East boundary of Old Johnny Morris Road (as modified by a vacation instrument as filed in Vol. 11283, Pg. 883, formerly 50 feet wide), S 29°13'25" W 434.68 feet to an iron pin which was set; and S 29°14'37" W 188.80 feet to an iron pin which was set at the beginning of a curve to the right (C9) having a radius of 1219.10 feet and a central angle of 04°40'17"; continuing 99.40 feet with the arc of the curve, the chord bears S 40°32'05" W 99.37 feet to an iron pin which was set at the South corner of the said property of Hardin Interests, Inc, at the intersection of the East boundary of Old Johnny Morris Road (as modified) with the Northwest boundary of Johnny Morris Road (120' wide right-of-way as conveyed by deed as filed in Vol. 11283, Pg. 841).

THENCE S 59°16'06" W with the West line of Johnny Morris Road as currently in use, 344.76 feet to an iron pin which was set in the North line of Old Manor Road (new configuration as re-routed).

THENCE with the East boundary of the property that was conveyed to Lake Investments & Production Co. Ltd., (partial interests) as described in Vol. 11400, Pg. 1337 (from B.G. Lake), and in Vol. 12637, Pg. 1060 (from P.F. Lake), the same property conveyed by deed as filed in Vol. 11398, Pg. 991 (B.G. Lake deed), and in Vol. 2927, Pg. 547 (deed to P.F. Lake Trustee), and the same property that is described by metes and bounds and conveyed as described in a deed from Lucille Westling Carlson to P.E. Worsham, of record in Vol. 2744, Pg. 1, Deed Records; (C13) 612.14 feet with the arc of the curve to the left having a radius of 1169.10 feet and a central angle of 30°00'00", the chord bears N 44°14'42" E 605.17 feet to an iron pin which was found at the end of the curve; continuing with the East boundary of the property of Lake Investments and Production Co. Ltd., N 29°16'11" E 476.79 feet to a capped iron pin which was set in the South line of a 0.342 acre parcel that has been identified for acquisition to widen U.S. 290 East.

THENCE with the South line of the 0.312 acre acquisition parcel (L2) N 85°26'26" E 2.55 feet to a concrete monument which was found; and N 85°33'25" E 39.50 feet to the POINT OF BEGINNING.

DESCRIPTION FOR PART OF OLD JOHNNY MORRIS ROAD

Page 2

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

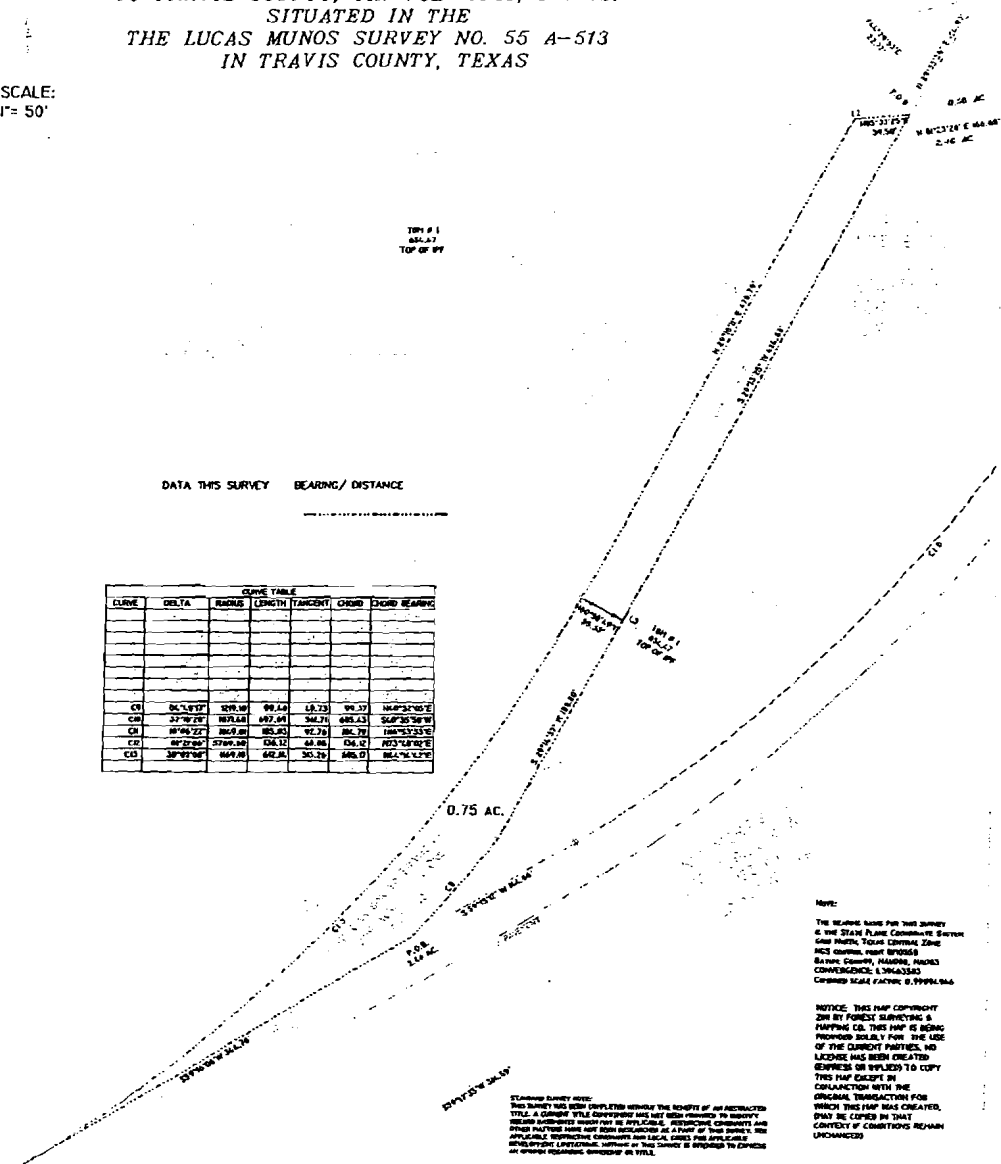
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 27th day of October of 2011, A.D. File: ROW Old Johnny Morris.doc:


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



**SURVEY PLAT FOR
SPEEDY STOP FOOD STORES LLC
OLD JOHNNY MORRIS ROAD ROW
0.75 ACRES
PART OF 1.069 AC. - L.W. CARLSON
TO TRAVIS COUNTY, TX. VOL. 2525, PG. 431
SITUATED IN THE
THE LUCAS MUNOS SURVEY NO. 55 A-513
IN TRAVIS COUNTY, TEXAS**

SCALE:
1" = 50'



DATA THIS SURVEY BEARING/DISTANCE

CURVE	DELTA	CURVE TABLE				CHORD BEARING
		RADIUS	LENGTH	TANGENT	CHORD	
CR	05° 14' 37"	3291.86	99.44	18.23	91.77	N 82° 31' 27" E
CR	27° 04' 22"	1874.88	492.94	246.71	483.43	S 79° 04' 22" E
CR	82° 31' 27"	186.90	186.90	92.79	186.79	N 82° 31' 27" E
CR	82° 31' 27"	3738.80	106.12	20.46	106.12	N 82° 31' 27" E
CR	27° 04' 22"	1874.88	492.94	246.71	483.43	S 79° 04' 22" E

TOP OF #1
644.47
TOP OF #1

0.75 AC.

NOTE:
THE BEARING BASE FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM GCS NAD83, TEXAS COORDINATE ZONE NCS 1000M, NORTH BROADBENT BACHELOR COUNTY, TEXAS, HORIZONAL CONVERGENCE: 0.39643343 CONVERGENCE SCALE FACTOR: 0.999994966

NOTICE: THIS MAP CONVEYANCE IS BY FOREST SURVEYING & MAPPING CO. THIS MAP IS BEING PROVIDED SOLELY FOR THE USE OF THE CLIENTS PARTIES. NO LICENSE HAS BEEN OBTAINED, WRITTEN OR IMPLIED TO COPY THIS MAP EXCEPT IN CONNECTION WITH THE ORIGINAL TRANSACTION FOR WHICH THIS MAP WAS CREATED. ONLY THE COPIES IN THAT CAPACITY OF CONDITIONS REMAIN UNCHANGED.

STANDARD SURVEY NOTE:
THIS SURVEY WAS COMPLETED PURSUANT TO THE RIGHTS OF AN ABSTRACTED TITLE. A CURRENT TITLE INVESTIGATION HAS NOT BEEN CONDUCTED TO VERIFY RECORDS AND RECORDS SHOULD BE CHECKED FOR ANY APPLICATIONS, EASEMENTS, ENCUMBRANCES AND OTHER MATTERS THAT MAY AFFECT THIS SURVEY. THE APPLICABLE INSTRUMENTS, RECORDS AND RECORDS SHOULD BE CHECKED FOR ANY APPLICATIONS, EASEMENTS, ENCUMBRANCES AND OTHER MATTERS THAT MAY AFFECT THIS SURVEY. THE APPLICABLE INSTRUMENTS, RECORDS AND RECORDS SHOULD BE CHECKED FOR ANY APPLICATIONS, EASEMENTS, ENCUMBRANCES AND OTHER MATTERS THAT MAY AFFECT THIS SURVEY.

2.64 ACRES SURVEY DATE 02-09-2008
0.50 ACRES SURVEY DATE 03-09-2008
OLD JOHNNY MORRIS ROAD SURVEY 02-24-2008
William F. Forest, Jr.
WILLIAM F. FOREST, JR. R.P.L.S. 1867



LINE	BEARING	LENGTH
L1	N 82° 31' 27" E	142.37
L2	S 79° 04' 22" E	186.90



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Yolanda Reyes, (512)854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, 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

3/13/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		050	9800	981	9892	Reserves	Fund 050 Allocated Reserves		\$ 1,153	1
		050	3002	553	6503	JP Pct. 5	Travel, Meals, Lodging	\$ 803		
		050	3002	553	6504	JP Pct. 5	Training & Seminars	\$ 350		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst *AM*

DATE: March 2, 2012

RE: Request to transfer funds from the Justice Court technology fund Allocated Reserve to Justice of the Peace, Precinct #5 for training related to the Odyssey Case Management system.

In order to prepare for the implementation of the Odyssey Case Management system in the J.P. Courts, Justice of the Peace #5's office has requested a transfer of \$1,153 in funds from the Justice Technology Fund's reserve line to provide for the costs associated with sending a representative of J.P. #5 to a conference on the use of the Odyssey system.

PBO concurs that this travel isn't part of the normal work flow of the department and the cost of this training would exceed the estimated available operating budget.

PBO notes that the current reserve in the special revenue fund is \$249,130 and that this fund was created to assist with needs such as this.

PBO recommends approval of this request.

cc: Leslie Browder, PBO
Leroy Nellis, PBO
Herb Evans, Justice of the Peace Precinct 5
Heather Kellum, Justice of the Peace Precinct 5's Office

1

From: Herb Evans



To: The Hon. Sam Biscoe, County Judge
The Hon. Ron Davis, Commissioner, Precinct One
The Hon. Sarah Eckhardt, Commissioner, Precinct Two
The Hon. Karen Huber, Commissioner, Precinct Three
The Hon. Margaret Gomez, Commissioner, Precinct Four

Date: March 2, 2012

Re: Request for funds from Technology Fund

JP5 is requesting \$1,583 from the Technology Fund allocated reserves to send Ms. Heather Kellum, our Office Manager to the Texas Connect 2012 conference in Grapevine, Texas from April 10-13, 2012. This conference is being hosted by Tyler Technologies and will feature several sessions on Odyssey.

Budget Adjustment: 31569

Fyr _ Budget Type: 2012-Reg

Author: 30 - KELLUM, HEATHER

Created: 3/2/2012 8:58:52 AM

PBO Category: Amendment

Court Date: Tuesday, Mar 13 2012

Dept: RESERVES

Just: Negbal

Transfer funds from Allocated Reserve to pay for Odyssey Conference and Travel Expenses for Texas Connect 2012 from April 10-13, 2012

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			1,153
				1,153
To Account		Project		Amount
050-3002-553-6503	TRAVEL, MEALS, LODGING			803
050-3002-553-6504	TRAINING & SEMINARS			350
				1,153

Approvals	Dept	Approved By	Date Approved
Originator	30	HEATHER KELLUM	3/2/2012 8:59:08 AM
DepOffice	30	HEATHER KELLUM	3/2/2012 8:59:11 AM
DepOfficeTo	30	HEATHER KELLUM	3/2/2012 8:59:30 AM

Heather Kellum 3-6-12

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
\$28,827	Auditor	1/13/12	Technical correction for Excess rollover amt.
(\$5,500)	Facilities	1/17/12	Palm Square Appraisal Fee
(\$3,089)	TNR	1/17/12	Lake Travis Economic Study
(\$5,177)	County Judge	1/24/12	ACC Internship Program
(\$5,177)	Records Mngt.	1/24/12	ACC Internship Program
(\$5,177)	JP Pct. 1	1/24/12	ACC Internship Program
(\$14,415)	Tax Office	1/24/12	Temp. Empl-extension for Redistricting
(\$15,000)	Facilities	1/24/12	Renovations to 1101 Nueces for PlanetSafe
\$26,321	Various	1/24/12	Cancelled Purchase Orders
\$6,985	Various	1/30/12	Cancelled Purchase Orders
\$16,150	Various	2/13/2012	Cancelled Purchase Orders
(\$45,000)	CES	2/14/12	SafePlace additional staff position
(\$31,643)	Sheriff's Office	2/14/12	Bailiff Position-390th Dist. Court
\$13,136	Various	2/15/2012	Cancelled Purchase Orders
(\$37,954)	District Attorney	2/28/12	Child Protection Contract
(\$10,500)	TNR	2/28/12	CAPCOG Ozone Monitoring
\$12,942,533	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

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

(\$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
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
(\$8,889,639)	Total Possible Future Expenses (Earmarks)
\$4,052,894	Remaining Allocated Reserve Balance After Possible Future Expenditures

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
(\$365,000)	TNR	2/21/12	International Cemetary
(\$5,628)	Comm. Pct. 1	2/28/12	Intel Reader, CCTV and Magnifier
\$972,818 Current Reserve Balance			

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

Amount	Explanation
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
(\$497,005) Total Possible Future Expenses (Earmarks)	

\$475,813 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			

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

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

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

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

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



Travis County Commissioners Court Agenda Request

Meeting Date: 03/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

Elected/Appointed Official/Dept. Head: Leslie Browder, 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. Application to the Department of Homeland Security Federal Emergency Management Agency for a Fire Mitigation Assistance Grant (Hodde Lane #2957). Grant provides partial reimbursement for costs incurred by eight local agencies to combat the Hodde Lane fire that started September 4, 2011;
- B. Application to the Department of Homeland Security Federal Emergency Management Agency for a Fire Mitigation Assistance Grant (Perdemales #2959). Grant provides partial reimbursement for costs incurred by 18 local agencies to combat the Perdemales fire that started September 4, 2011;
- C. Application to the Department of Homeland Security Federal Emergency Management Agency for a Fire Mitigation Assistance Grant (Steiner #2960). Grant provides partial reimbursement for costs incurred by 13 local agencies to combat the Steiner Ranch fire that started September 4, 2011;
- D. New contract with the Texas Department of Transportation for the Travis County Sheriff's Office to receive federal pass through funding for overtime resources for driving while intoxicated enforcement; and
- E. Amendment to the contract with the United States Department of Justice, Community Oriented Policing Services, to extend the term of a one-time grant in order to facilitate the approval and payment of completed services. The grant provides funding to the expand the Travis County Sheriff's Office firing range.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A,B, & C are applications to Department of Homeland Security Federal Emergency Management Agency (FEMA) for reimbursement related to the costs of the memorial day fires that started on September 4, 2011 for the Travis County Sheriff as well as many other local jurisdictions that incurred costs associated with the fires. All three applications require the submission of a one page form and then separate submission of financial data supporting each claim. The total amount of funds

estimated to be received through these grants is \$756,626. Travis County will be receiving \$7,730 through these three grants. Unfortunately FEMA rules do not allow the agency that applies for the grant to claim reimbursement for regular salaries. If those had been included, Travis County would have been able to claim an additional \$60,976. In other similar circumstances, the City has applied in the past and lost out on reimbursement in the past. All three fires were in Travis County and after much consultation between agencies Travis County agreed to be the lead applicant.

Item D is a new grant allowing the County to receive federal pass through funding to add additional overtime resources for driving while intoxicated enforcement.

Item E is an amendment to an existing contract that extends the grant term of the contract.

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:

The FEMA reimbursement for items A,B, & C is 75% of eligible costs. The amount shown as a "County Contribution" represents the remaining 25% incurred by the County and partner agencies. No new resources are required as a result of these grants.

Item D requires no new resources to meet the County cost share requirement.

Item E has no match requirement.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

TRAVIS COUNTY

3/13/2012

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	47 Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11 09/19/11	\$38,604.74	\$12,868.24	\$0	\$0	\$51,472.98	-	R	EC	10
B	47 Fire Mitigation Assistance Grant Pedernales #2959	09/04/11 09/19/11	\$333,005.08	\$111,001.70	\$0	\$0	\$444,006.78	-	R	EC	14
C	47 Fire Mitigation Assistance Grant Steiner #2960	09/04/11 09/19/11	\$385,016.17	\$128,338.72	\$0	\$0	\$513,354.89	-	R	EC	19
Contracts											
D	37 TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	\$18,102	\$6,100	\$0	\$0	\$24,202	-	R	MC	23
E	37 2009 COPS LE Technology Grant*	03/11/12 09/10/12	\$300,000	\$0	\$0	\$0	\$300,000	-	R	MC	41

* Amended from original.

PBO Notes:

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

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

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

FY 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
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	28.00	11/1/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	-	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
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	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011-9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
58	Coming of Age (CNCS)	4/1/2012-3/31/2012	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	1/24/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012
19	Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	2/7/2012
24	Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	2/7/2012
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	2/7/2012
24	Family Drug Treatment Court	9/1/2012-8/31/2013	\$137,388	\$0	\$0	\$0	\$137,388	1.00	2/14/2012
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	2/14/2012
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	2/14/2012
42	Drug Diversion Court	9/1/2012-8/31/2013	\$132,585	\$0	\$0	\$0	\$132,585	1.00	2/14/2012
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	\$199,766	\$0	\$0	\$0	\$199,766	-	2/14/2012
19	Family Violence Accelerated Prosecution Program	09/01/12-08/31/13	\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	2/21/2012
45	Travis County Eagle Resource Project	09/01/12-08/31/13	\$31,926	\$0	\$0	\$0	\$31,926	-	2/21/2012
45	Trama Informed Assessment and Response Program	09/01/12-08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	2/21/2012

*Amended from original agreement.

\$8,227,246 \$753,382 \$3,982,079 \$145,294 \$13,108,001 57.71

**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 Assistance 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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
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
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	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012
58	ARRA WAP Weatherization Assistance Program*	09/01/2009-02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	2/21/2012
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010-09/30/2013	\$400,000	\$0	\$0	\$0	\$400,000	-	2/28/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
<i>*Amended from original agreement.</i>			\$25,654,026	\$273,744	\$51,749	\$313,024	\$26,292,543	25.61	

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
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	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	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	1.00	3/31/2012	12/27/2011	N/A	No
Totals			\$44,392	\$44,392	\$263,784	5.00				

*This portion of the request is not a typical permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

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	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
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 TC SO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households	\$ -	\$ -	\$ 2,311,350	TBD	\$ 5,311,349	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 worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,952,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,607,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

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

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Emergency Services/Emergency Management 47/21	
Contact Person/Title:	Pete Baldwin	
Phone Number:	974-0472	

Grant Title:	Fire Mitigation Assistance Grant Hodde Lane#2957		
Grant Period:	From:		To:
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Department of Homeland Security Federal Emergency Management Agency		
Will County provide grants funds to a subrecipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Department of Homeland Security Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	24,739.99	8,246.66	0	0	\$32,986.65
Operating:	13,864.75	4,621.58	0	0	\$18,486.33
Capital Equipment:	0.00	0.00	0	0	\$0.00
Indirect Costs:	0.00	0.00	0	0	\$0
Total:	\$38,604.74	\$12,868.24	\$0	\$0	\$51,472.98
FTEs:	0.00	0.00	0.00	0.00	0.00

Agency	75% Grant	25% Match	TOTAL
ESD2	\$ 16,924.52	\$ 5,641.51	\$ 22,566.03
TCSO	\$ -	\$ -	\$ -
A/TC EMS	\$ 2,083.55	\$ 694.52	\$ 2,778.06
ESD1	\$ 1,909.58	\$ 636.53	\$ 2,546.10
ESD9	\$ 7,393.83	\$ 2,464.61	\$ 9,858.44
ESD3	\$ 1,863.74	\$ 621.25	\$ 2,484.99
ESD14	\$ 859.02	\$ 286.34	\$ 1,145.36
ESD10	\$ 917.65	\$ 305.88	\$ 1,223.53
AFD	\$ 6,652.85	\$ 2,217.62	\$ 8,870.47
	\$ 38,604.74	\$ 12,868.25	\$ 51,472.98

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	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Dept. Measures						
N/A						
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Travis County is serving as the primary applicant to the Department of Homeland Security Federal Emergency Management Agency (FEMA) for three fires that started on September 4, 2011. Since these fires were declared disasters, our region is allowed to submit 75% reimbursement for costs associated directly to fighting the fires. Combined, these grants will reimburse a wide variety of local jurisdictions a total of \$756,625.85. (Exact amount could change after FEMA audits the submissions)

The expenditure documentation supporting the claim will be submitted separately to FEMA. The level of detail is voluminous, over 2 GB of electronic files for all three of the grants, which are not required to be included for this form, but will be submitted to FEMA and reviewed by that agency.

Travis County will be receiving \$7,730.34 through these three grants. Unfortunately FEMA rules do not allow the agency that applies for the grant to claim reimbursement for regular salaries. If those had been included, Travis County would have been able to claim an additional \$60,975.92. In other similar circumstances, the City has applied in the past and lost out on reimbursement in the past. All three fires were in Travis County and after much consultation between agencies Travis County agreed to be the lead applicant.

Please note that since these expenditures occurred in a prior fiscal year, the funds that Travis County receives will be reclassified against those expenses, resulting in a fund balance increase this year.

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

The Hodde Lane fire occurred on September 4, 2011, and was declared eligible for a Fire Mitigation Assistance Grant (FMAG). The FMAG is a 75% reimbursement type grant with the applicant being responsible for the remaining. A total of nine agencies responded to this fire. The FMAG number assigned to this fire is 2957. The dates for eligible expenses are September 4, 2011 to September 19, 2011. Travis County is the Applicant and will submit the expenses from the nine agencies for reimbursement. Once the County has received the funds the agencies will be reimbursed at amount determined to be eligible by the Federal Emergency Management Agency. Travis County has been declared as the Applicant for the grant.

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

There are no long term commitments. This is a one time reimbursement.

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

The FMAG reimburses 75% of the eligible expenses. The County will be responsible for the remaining 25%. These funds were expended in FY11.

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

There is no indirect cost allocation associated with the FMAG

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 FMAG is a one time reimbursement.

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

This is not a program but a grant reimbursement process.

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 process will not affect current operations and does not impact performance measures.

FEDERAL EMERGENCY MANAGEMENT AGENCY REQUEST FOR FIRE MANAGEMENT ASSISTANCE SUBGRANT				O.M.B. NO. 3067-0290 Expires July 31, 2008	
PAPERWORK BURDEN DISCLOSURE NOTICE					
DISCLOSURE OF BURDEN-Public reporting burden for the collection of information entitled "Request for Fire Management Assistance Declaration" using FEMA Form 90-133 is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data and financial resources expended by persons, and completing and submitting the form. You are not required to complete this collection of information unless a valid OMB control number appears in the upper right hand corner on this form. Send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden, to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, D.C. 20472, Paperwork Reduction Project (3067-0290). NOTE: Do not send your completed form to the above address.					
1. APPLICANT (<i>Political subdivision or eligible applicant</i>)				2. DATE SUBMITTED	
Travis County, Texas				2/22/2012	
3. COUNTY (location of firefighting activities. If located in multiple counties, please indicate)					
Travis County, Texas					
APPLICANT PHYSICAL LOCATION					
FEMA 1100 Guadalupe Street					
2. CITY		3. COUNTY		5. ZIP CODE	
Austin		Travis		78701	
4. STATE					
TX					
MAILING ADDRESS (IF DIFFERENT FROM PHYSICAL LOCATION)					
1. STREET ADDRESS					
2. POST OFFICE BOX		3. CITY		5. ZIP CODE	
P.O. Box 1748		Austin		78767	
4. STATE					
TX					
Primary Contact/Applicant's Authorized Agent			Alternate Contact		
1. NAME			1. NAME		
Pete Baldwin			Janice Cohoon		
2. TITLE			2. TITLE		
Emergency Management Coordinator			Financial Analyst IV		
3. BUSINESS PHONE			3. BUSINESS PHONE		
512-974-0472			512-854-9125		
4. FAX NUMBER			4. FAX NUMBER		
512-974-0499			512-854-6640		
5. HOME PHONE			5. HOME PHONE		
512-892-3368			N/A		
6. CELL PHONE			6. CELL PHONE		
512-633-8202			N/A		
7. E-MAIL ADDRESS			7. E-MAIL ADDRESS		
pete.baldwin@co.travis.tx.us			janice.cphoon@co.travis.tx.us		
8. PAGER & PIN NUMBER			8. PAGER & PIN NUMBER		
512-802-1472			N/A		
Title 44 CFR Part 204.41 defines Fire Management Assistance eligibility criteria as: (a) The following entities are eligible to apply through a State grantee for a subgrant under an approved fire management assistance grant: 1) State agencies; 2) Local governments; and 3) Indian Tribal Governments. (b) Entities that are not eligible to apply for a subgrant as identified in (a), such as privately owned entities and volunteer firefighting organizations, may be reimbursed through a contract or compact with an eligible applicant for eligible cost associated with the fire or fire complex. (c) Eligibility is contingent upon the finding that the applicant's resources were requested by the Incident Commander or comparable State official. (d) The activities performed must be the legal responsibility of the applying entity, required as a result of the fire or fire complex for which a fire management assistance declaration was approved, and located within the declared area.					

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Emergency Services/Emergency Management 47/21	
Contact Person/Title:	Pete Baldwin	
Phone Number:	974-0472	

Grant Title:	Fire Mitigation Assistance Grant Pedernales #2959		
Grant Period:	From:		To:
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Department of Homeland Security Federal Emergency Management Agency		
Will County provide grants funds to a subrecipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Department of Homeland Security Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	202,007.66	67,335.89	0	0	\$269,343.55
Operating:	130,997.42	43,665.81	0	0	\$174,663.23
Capital Equipment:	0.00	0.00	0	0	\$0.00
Indirect Costs:	0.00	0.00	0	0	\$0
Total:	\$333,005.08	\$111,001.70	\$0	\$0	\$444,006.78
FTEs:	0.00	0.00	0.00	0.00	0.00

Agency	75% Grant	25% Match	TOTAL
Marble Falls	\$ 5,787.86	\$ 1,929.29	\$ 7,717.14
Hoover Valley	\$ 4,719.00	\$ 1,573.00	\$ 6,292.00
ESD1	\$ 10,586.86	\$ 3,528.95	\$ 14,115.81
ESD9	\$ 23,927.21	\$ 7,975.74	\$ 31,902.94
A/TC EMS	\$ 23,467.98	\$ 7,822.66	\$ 31,290.64
ESD6	\$ 9,354.53	\$ 3,118.18	\$ 12,472.70
TCSO	\$ 3,342.06	\$ 1,114.02	\$ 4,456.08
ESD4	\$ 11,523.35	\$ 3,841.12	\$ 15,364.47
North Hays Co	\$ 26,777.90	\$ 8,925.97	\$ 35,703.87
Hays Co SO	\$ 476.04	\$ 158.68	\$ 634.72
ESD3	\$ 19,870.16	\$ 6,623.39	\$ 26,493.54
ESD14	\$ 9,111.51	\$ 3,037.17	\$ 12,148.68
ESD10	\$ 6,895.49	\$ 2,298.50	\$ 9,193.98
Hays County	\$ 11,193.36	\$ 3,731.12	\$ 14,924.48
South Hays Co	\$ 14,529.23	\$ 4,843.08	\$ 19,372.31
Austin Fire	\$ 78,608.05	\$26,202.68	\$ 104,810.73

Austin Police	\$ 1,983.16	\$ 661.05	\$ 2,644.21
ESD8	\$ 70,851.35	\$23,617.12	\$ 94,468.47
	\$ 333,005.08	\$ 111,001.69	\$ 444,006.77

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	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
N/A						
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Travis County is serving as the primary applicant to the Department of Homeland Security Federal Emergency Management Agency (FEMA) for three fires that started on September 4, 2011. Since these fires were declared disasters, our region is allowed to submit 75% reimbursement for costs associated directly to fighting the fires. Combined, these grants will reimburse a wide variety of local jurisdictions a total of \$756,625.85. (Exact amount could change after FEMA audits the submissions)

The expenditure documentation supporting the claim will be submitted separately to FEMA. The level of detail is voluminous, over 2 GB of electronic files for all three of the grants, which are not required to be included for this form, but will be submitted to FEMA and reviewed by that agency.

Travis County will be receiving \$7,730.34 through these three grants. Unfortunately FEMA rules do not allow the agency that applies for the grant to claim reimbursement for regular salaries. If

those had been included, Travis County would have been able to claim an additional \$60,975.92. In other similar circumstances, the City has applied in the past and lost out on reimbursement in the past. All three fires were in Travis County and after much consultation between agencies Travis County agreed to be the lead applicant.

Please note that since these expenditures occurred in a prior fiscal year, the funds that Travis County receives will be reclassified against those expenses, resulting in a fund balance increase this year.

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

The Pedernales fire occurred on September 4, 2011, and was declared eligible for a Fire Mitigation Assistance Grant (FMAG). The FMAG is a 75% reimbursement type grant with the applicant being responsible for the remaining. A total of eighteen agencies responded to this fire. The FMAG number assigned to this fire is 2959. The dates for eligible expenses are September 4, 2011 to September 12, 2011. Travis County is the Applicant and will submit the expenses from the eighteen agencies for reimbursement. Once the County has received the funds the agencies will be reimbursed at amount determined to be eligible by the Federal Emergency Management Agency. Travis County has been declared as the Applicant for this FMAG.

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

There are no long term commitments. This is a one time reimbursement.

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

The FMAG reimburses 75% of the eligible expenses. The County will be responsible for the remaining 25%. These funds were expended in FY11.

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

There is no indirect cost allocation associated with the FMAG

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 FMAG is a one time reimbursement.

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

This is not a program but a grant reimbursement process.

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 process will not affect current operations and does not impact performance measures.

FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST FOR FIRE MANAGEMENT ASSISTANCE SUBGRANT

O.M.B. NO. 3067-0290
 Expires July 31, 2008

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1. APPLICANT (<i>Political subdivision or eligible applicant</i>) Travis County, Texas	2. DATE SUBMITTED 2/22/2012
3. COUNTY (location of firefighting activities. If located in multiple counties, please indicate) Travis County, Texas	

APPLICANT PHYSICAL LOCATION

FEMA 1100 Guadalupe Street			
2. CITY Austin	3. COUNTY Travis	4. STATE TX	5. ZIP CODE 78701

MAILING ADDRESS (IF DIFFERENT FROM PHYSICAL LOCATION)

1. STREET ADDRESS			
2. POST OFFICE BOX P.O. Box 1748	3. CITY Austin	4. STATE TX	5. ZIP CODE 78767

Primary Contact/Applicant's Authorized Agent		Alternate Contact	
1. NAME Pete Baldwin	1. NAME Janice Cohoon	1. NAME Janice Cohoon	1. NAME Janice Cohoon
2. TITLE Emergency Management Coordinator	2. TITLE Financial Analyst IV	2. TITLE Financial Analyst IV	2. TITLE Financial Analyst IV
3. BUSINESS PHONE 512-974-0472	3. BUSINESS PHONE 512-854-9125	3. BUSINESS PHONE 512-854-9125	3. BUSINESS PHONE 512-854-9125
4. FAX NUMBER 512-974-0499	4. FAX NUMBER 512-854-6640	4. FAX NUMBER 512-854-6640	4. FAX NUMBER 512-854-6640
5. HOME PHONE 512-892-3368	5. HOME PHONE N/A	5. HOME PHONE N/A	5. HOME PHONE N/A
6. CELL PHONE 512-633-8202	6. CELL PHONE N/A	6. CELL PHONE N/A	6. CELL PHONE N/A
7. E-MAIL ADDRESS pete.baldwin@co.travis.tx.us	7. E-MAIL ADDRESS janice.cphoon@co.travis.tx.us	7. E-MAIL ADDRESS janice.cphoon@co.travis.tx.us	7. E-MAIL ADDRESS janice.cphoon@co.travis.tx.us
8. PAGER & PIN NUMBER 512-802-1472	8. PAGER & PIN NUMBER N/A	8. PAGER & PIN NUMBER N/A	8. PAGER & PIN NUMBER N/A

Title 44 CFR Part 204.41 defines Fire Management Assistance eligibility criteria as: (a) The following entities are eligible to apply through a State grantee for a subgrant under an approved fire management assistance grant: 1) State agencies; 2) Local governments; and 3) Indian Tribal Governments. (b) Entities that are not eligible to apply for a subgrant as identified in (a), such as privately owned entities and volunteer firefighting organizations, may be reimbursed through a contract or compact with an eligible applicant for eligible cost associated with the fire or fire complex. (c) Eligibility is contingent upon the finding that the applicant's resources were requested by the Incident Commander or comparable State official. (d) The activities performed must be the legal responsibility of the applying entity, required as a result of the fire or fire complex for which a fire management assistance declaration was approved, and located within the declared area.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Emergency Services/Emergency Management 47/21	
Contact Person/Title:	Pete Baldwin	
Phone Number:	974-0472	

Grant Title:	Fire Mitigation Assistance Grant Steiner #2960		
Grant Period:	From:		To:
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Department of Homeland Security Federal Emergency Management Agency		
Will County provide grants funds to a subrecipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Department of Homeland Security Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	268,603.10	88,071.61	0	0	\$356,674.71
Operating:	116,413.07	40,267.11	0	0	\$156,680.18
Capital Equipment:	0.00	0.00	0	0	\$0.00
Indirect Costs:	0.00	0.00	0	0	\$0
Total:	\$385,016.17	\$128,338.72	\$0	\$0	\$513,354.89
FTEs:	0.00	0.00	0.00	0.00	0.00

Agency	75% Grant	25% Match	TOTAL
ESD1	\$ 3,202.81	\$ 1,067.60	\$ 4,270.41
A/TC EMS	\$ 20,689.36	\$ 6,896.45	\$ 27,585.81
ESD6	\$177,565.92	\$59,188.64	\$ 236,754.56
TCSO	\$ 4,388.28	\$ 1,462.76	\$ 5,851.04
North Hays Co	\$ 5,248.52	\$ 1,749.51	\$ 6,998.02
ESD3	\$ 2,090.66	\$ 696.89	\$ 2,787.54
ESD14	\$ 4,290.24	\$ 1,430.08	\$ 5,720.32
ESD10	\$ 1,244.70	\$ 414.90	\$ 1,659.60
Austin Fire	\$ 88,904.99	\$29,635.00	\$ 118,539.98
Austin Police	\$ 3,289.12	\$ 1,096.37	\$ 4,385.49
Austin Energy	\$ 49,246.06	\$16,415.35	\$ 65,661.41
Austin Water	\$ 12,227.93	\$ 4,075.98	\$ 16,303.91
COA HSEM	\$ 12,627.60	\$ 4,209.20	\$ 16,836.80
	\$ 385,016.17	\$ 128,338.72	\$ 513,354.89

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	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
N/A						
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

Travis County is serving as the primary applicant to the Department of Homeland Security Federal Emergency Management Agency (FEMA) for three fires that started on September 4, 2011. Since these fires were declared disasters, our region is allowed to submit 75% reimbursement for costs associated directly to fighting the fires. Combined, these grants will reimburse a wide variety of local jurisdictions a total of \$756,625.85. (Exact amount could change after FEMA audits the submissions)

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Travis County will be receiving \$7,730.34 though these three grants. Unfortunately FEMA rules do not allow the agency that applies for the grant to claim reimbursement for regular salaries. If those had been included, Travis County would have been able to claim an additional \$60,975.92. In other similar circumstances, the City has applied in the past and lost out on reimbursement in the past. All three fires were in Travis County and after much consultation between agencies Travis County agreed to be the lead applicant.

Please note that since these expenditures occurred in a prior fiscal year, the funds that Travis County receives will be reclassified against those expenses, resulting in a fund balance increase this year.

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

The Steiner Ranch fire occurred on September 4, 2011, and was declared eligible for a Fire Mitigation Assistance Grant (FMAG). The FMAG is a 75% reimbursement type grant with the applicant being responsible for the remaining. A total of thirteen agencies responded to this fire. The FMAG number assigned to this fire is 2960. The dates for eligible expenses are September 4, 2011 to September 9, 2011. Travis County is the Applicant and will submit the expenses from the thirteen agencies for reimbursement. Once the County has received the funds the agencies will be reimbursed at amount determined to be eligible by the Federal Emergency Management Agency. Travis County has been declared as the Applicant for this FMAG.

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

There are no long term commitments. This is a one time reimbursement.

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

The FMAG reimburses 75% of the eligible expenses. The County will be responsible for the remaining 25%. These funds were expended in FY11.

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

There is no indirect cost allocation associated with the FMAG

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 FMAG is a one time reimbursement.

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

This is not a program but a grant reimbursement process.

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 process will not affect current operations and does not impact performance measures.

FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST FOR FIRE MANAGEMENT ASSISTANCE SUBGRANT

O.M.B. NO. 3067-0290
 Expires July 31, 2008

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1. APPLICANT (<i>Political subdivision or eligible applicant</i>) Travis County, Texas	2. DATE SUBMITTED 2/22/2012
3. COUNTY (location of firefighting activities. If located in multiple counties, please indicate) Travis County, Texas	

APPLICANT PHYSICAL LOCATION

FEMA 1100 Guadalupe Street			
2. CITY Austin	3. COUNTY Travis	4. STATE TX	5. ZIP CODE 78701

MAILING ADDRESS (IF DIFFERENT FROM PHYSICAL LOCATION)

1. STREET ADDRESS			
2. POST OFFICE BOX P.O. Box 1748	3. CITY Austin	4. STATE TX	5. ZIP CODE 78767

Primary Contact/Applicant's Authorized Agent		Alternate Contact	
1. NAME Pete Baldwin	1. NAME Janice Cohoon	1. NAME Janice Cohoon	1. NAME Janice Cohoon
2. TITLE Emergency Management Coordinator	2. TITLE Financial Analyst IV	2. TITLE Financial Analyst IV	2. TITLE Financial Analyst IV
3. BUSINESS PHONE 512-974-0472	3. BUSINESS PHONE 512-854-9125	3. BUSINESS PHONE 512-854-9125	3. BUSINESS PHONE 512-854-9125
4. FAX NUMBER 512-974-0499	4. FAX NUMBER 512-854-6640	4. FAX NUMBER 512-854-6640	4. FAX NUMBER 512-854-6640
5. HOME PHONE 512-892-3368	5. HOME PHONE N/A	5. HOME PHONE N/A	5. HOME PHONE N/A
6. CELL PHONE 512-633-8202	6. CELL PHONE N/A	6. CELL PHONE N/A	6. CELL PHONE N/A
7. E-MAIL ADDRESS pete.baldwin@co.travis.tx.us	7. E-MAIL ADDRESS janice.cohoon@co.travis.tx.us	7. E-MAIL ADDRESS janice.cohoon@co.travis.tx.us	7. E-MAIL ADDRESS janice.cohoon@co.travis.tx.us
8. PAGER & PIN NUMBER 512-802-1472	8. PAGER & PIN NUMBER N/A	8. PAGER & PIN NUMBER N/A	8. PAGER & PIN NUMBER N/A

Title 44 CFR Part 204.41 defines Fire Management Assistance eligibility criteria as: (a) The following entities are eligible to apply through a State grantee for a subgrant under an approved fire management assistance grant: 1) State agencies; 2) Local governments; and 3) Indian Tribal Governments. (b) Entities that are not eligible to apply for a subgrant as identified in (a), such as privately owned entities and volunteer firefighting organizations, may be reimbursed through a contract or compact with an eligible applicant for eligible cost associated with the fire or fire complex. (c) Eligibility is contingent upon the finding that the applicant's resources were requested by the Incident Commander or comparable State official. (d) The activities performed must be the legal responsibility of the applying entity, required as a result of the fire or fire complex for which a fire management assistance declaration was approved, and located within the declared area.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TCSO	
Contact Person/Title:	Karen Maxwell/Julie Cullen	
Phone Number:	854-7508/854-4669	

Grant Title:	TxDOT Impaired Driving Mobilization Grant				
Grant Period:	From:	3/7/2012	To:	9/30/2012	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Texas Department of Transportation				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	United States Department of Transportation (USDOT), National Highway Traffic Safety Administration (NHTSA)				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	18,102	2,050	0	0	\$20,152
Operating:	0	4,050	0	0	\$4,050
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$18,102	\$6,100	\$0	\$0	\$24,202
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	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
DWIs	575					627
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of a new grant contract with the Texas Department of Transportation that will provide pass through federal funding for overtime resources for driving while intoxicated enforcement. The grant match is met through the existing budget. No additional funds are required by the grant.

PBO recommends approval.

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

This project will increase TCSO efforts to conduct DWI enforcement targeted in Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign.

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

None

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

25% match is required. Proposed match is the value of fuel and mileage for the use of these additional units for the effort, and is calculated at 5400 miles for the term at a rate of \$0.75 cents per mile (based on the grantor's required vehicle mileage calculator) resulting in \$4,050 calculated match. In addition, an estimated 39 hours of supervisory oversight specific to this program is estimated to result in \$2,050 in match.

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

In accordance with grant rules, projects totaling less than \$50,000 may waive the indirect costs.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If

(2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

N/A

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

The program enables law enforcement to provide for additional targeted patrols for DWI enforcement efforts with the funding coming from TXDOT.

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 program will enhance our current operations by providing additional officers on the streets to target these offenses as well as increasing our public education components with targeting of high-volume dates and events.



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

JAMES N. SYLVESTER
Chief Deputy

February 22, 2012

MEMORANDUM

TO: The Travis County Commissioners Court

FROM: Karen Maxwell, Research & Planning

SUBJECT: Texas Department of Transportation Selective Traffic Enforcement Program
Impaired Driving Mobilization

Based on the NHTSA 2010 Traffic Safety Facts, Travis County remains fifth in the state in alcohol-related fatalities¹. According to the Texas Motor Vehicle Crash Statistics for 2010, 1,434 alcohol-related crashes occurred in Travis County and included 41 fatalities and 612 serious injuries. For this reason, TCSO was recently approached about participating in the Impaired Driving Mobilization (IDM) program offered by Texas Department of Transportation. Similar selective traffic enforcement program grants have paid for overtime so that officers can target drivers operating under the influence during select timeframes over the past ten years.

We are asking the Court's support and approval in accepting the offered funding under the TxDOT IDM program for overtime funding targeting DWI issues in Travis County. This grant will provide \$18,102 for deputy overtime to target offenses. The required 25% match funding will be provided in the form of supervisory oversight and documentation for the program, in addition to the necessary operating expenses for vehicle usage.

This program supplements local funding for targeted efforts to reduce accidents that are a product of these offenses. This grant has historically provided funding for focuses on the major holidays of the year. TCSO will target the following dates for the increased enforcement:

Spring Break – March
Independence Day – July
Labor Day – September

¹ NHTSA National Highway Traffic Safety Administration National Center for Statistics and Analysis, 2006-2010 Traffic Safety Facts for Travis County, Texas

Performance objectives of the overtime used include:

- Conduct focused DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent. Given national averages, this may result in up to an additional 42 DWI arrests during the planned 300 hours of increased enforcement over the course of three STEP waves.
- Providing public information during the target periods, and conduct pre and post earned media activities for each holiday period.
- Maintaining normal efforts in traffic and anti-DWI enforcement during the target periods.

Thus, these funds are provided to enhance our operations with a specialized goal of apprehending violators in our jurisdiction. These efforts are part of our ongoing objectives to reduce traffic accidents, injuries and fatalities that result from alcohol related behaviors.

Your authorization to accept this funding will assist in our targeted efforts to reduce accidents and deaths caused by drivers operating under the influence.

Please do not hesitate to call me at extension 47508 if you have any questions or comments.

Texas Traffic Safety eGrants

Fiscal Year 2012

Organization Name: Travis County Sheriff's Office

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: STEP - Impaired Driving Mobilization

ID: 2012-Travis County SO-IDM-00019

Period: 10/01/2011 to 09/30/2012

County of Travis
STEP - Impaired Driving Mobilization

County Served

Counties Selected: Travis County - Austin District

County of Travis
STEP - Impaired Driving Mobilization

Political District Served

Selected Political Districts Served

- U.S. Congress** Congressional District 10
Congressional District 21
Congressional District 25
- Texas Senate** Texas Senate District 14
Texas Senate District 25
- Texas House** Texas House of Representatives District 46
Texas House of Representatives District 47
Texas House of Representatives District 48
Texas House of Representatives District 49
Texas House of Representatives District 50
Texas House of Representatives District 51

County of Travis
STEP - Impaired Driving Mobilization

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities

Strategy: Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

County of Travis
STEP - Impaired Driving Mobilization

Law Enforcement Objective/Performance Measure

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's DWI Operation	0
b. Number of DWI arrests to be made during the Spring Break DWI Operation	10
c. Number of DWI arrests to be made during the Independence Day DWI Operation	11
d. Number of DWI arrests to be made during the Labor Day DWI Operation	21
2. Total Number of Enforcement Hours for Entire Grant Period	300
Step Indicator	2.52

County of Travis
STEP - Impaired Driving Mobilization

PI&E Objective/Performance Measure

- 1. Complete administrative and general grant requirements
 - a. Number of Performance Reports to be submitted 3
 - b. Number of Requests for Reimbursement to be submitted 3
- 2. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentation for each DWI operation period 3
 - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 6
 - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 1
 - d. Produce the following number of public information and education materials if applicable. 0
 - e. Distribute the following number of public information and education materials if applicable. 0

County of Travis
STEP - Impaired Driving Mobilization

General Information

Project Title **STEP - Impaired Driving Mobilization**

Project Description **To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign**

How many years has your organization received funding for this project?
This will be our first year.

County of Travis
STEP - Impaired Driving Mobilization

Travel and Per Diem: STEP Enforcement Mileage - 300

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1:	3130	\$50,520.00	5	\$1,447.97	\$8,040.91	34266	\$0.57
Vehicle 2:	3134	\$50,520.00	5	\$963.54	\$5,321.66	17030	\$0.96
Vehicle 3:	3079	\$50,520.00	5	\$580.60	\$5,795.75	28187	\$0.58
Vehicle 4:	2849	\$45,520.00	5	\$1,074.44	\$4,455.52	16492	\$0.89
Vehicle 5:	3219	\$47,970.00	5	\$2,541.16	\$5,588.36	24132	\$0.73

Average Operational Cost of the Vehicle Per Mile: \$0.75

Number of Miles Proposed: 5400

TOTAL: \$4,050.00

	Amount	Percentage
TxDOT:	\$0	0.00%
Match:	\$4,050.00	100.00%
Total:	\$4,050.00	

County of Travis
STEP - Impaired Driving Mobilization

Budget Summary

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	\$14,928.30	\$1,690.14	\$16,618.44
(200) Fringe Benefits	\$3,174.13	\$359.37	\$3,533.50
Category I Sub-Total	\$18,102.43	\$2,049.51	\$20,151.94
Category II - Other Direct Costs			
(300) Travel	\$0	\$4,050.00	\$4,050.00
(400) Equipment	\$0	\$0	\$0
(500) Supplies	\$0	\$0	\$0
(600) Contractual Services	\$0	\$0	\$0
(700) Other Miscellaneous	\$0	\$0	\$0
Category II Sub-Total	\$0	\$4,050.00	\$4,050.00
Total Direct Costs	\$18,102.43	\$6,099.51	\$24,201.94
Category III - Indirect Costs			
(800) Indirect Cost Rate	\$0	\$0	\$0
Summary			
Total Labor Costs	\$18,102.43	\$2,049.51	\$20,151.94
Total Direct Costs	\$0	\$4,050.00	\$4,050.00
Total Indirect Costs	\$0	\$0	\$0
Grand Total	\$18,102.43	\$6,099.51	\$24,201.94
Fund Sources	74.80%	25.20%	

County of Travis
STEP - Impaired Driving Mobilization

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign

December 17, 2011 - December 19, 2011

Enforcement Period

December 20, 2011- January 1, 2012

Post-Media Campaign

January 5, 2012 - January 7, 2012

Spring Break Wave

Pre-Media Campaign

March 7, 2012 - March 9, 2012

Enforcement Period

March 10, 2012 - March 18, 2012

Post-Media Campaign

March 22, 2012 - March 24, 2012

County of Travis
STEP - Impaired Driving Mobilization

Independence Day Wave

Pre-Media Campaign	June 27, 2012 - June 29, 2012
Enforcement Period	June 30, 2012 - July 8, 2012
Post-Media Campaign	July 12, 2012 - July 14, 2012

Labor Day Crackdown

Pre-Media Campaign	August 16, 2012 - August 18, 2012
Enforcement Period	August 19, 2012 - September 5, 2012
Post-Media Campaign	September 9, 2012 - September 11, 2012

Description of Activities

Pre-Media Efforts Before Enforcement Periods:	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.
------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Enforcement Periods:	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
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County of Travis
STEP - Impaired Driving Mobilization

**Post-Media Efforts
After Enforcement
Periods:**

Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

County of Travis
STEP - Impaired Driving Mobilization

County of Travis
STEP - Impaired Driving Mobilization

2012-Travis County SO-IDM-00019 Printed On: 2/22/2012

2012-Travis County SO-IDM-00019 Printed On:
2/22/2012

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TCSO	
Contact Person/Title:	Michael G Hemy 783 - Planning Manager	
Phone Number:	854-4924	

Grant Title:	2009 COPS LE Technology Grant				
Grant Period:	From:	3/11/2012	To:	9/10/2012	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	US Dept of Justice - COPS Office				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Originating Grantor:	N/A				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	\$0
Operating:	0	0	0	0	\$0
Capital Equipment:	300,000	0	0	0	\$300,000
Indirect Costs:	0	0	0	0	\$0
Total:	\$300,000	\$0	\$0	\$0	\$300,000
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	<input checked="" type="checkbox"/>	MC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
N/A						
Measures For Grant						
Increase Training Capacity	100%					
Outcome Impact Description						
Double firing capacity						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office is requesting an amendment to contract with the United States Department of Justice, Community Oriented Policing Services, to extend the grant term to facilitate the final approval and payment of completed services. The grant provides funding for the expansion of the office's firing range. This expansion increased the capacity from seven firing points to 14 points. The program supports all Travis County employees who are statutorily required to qualify and receive firearms training. The grant has been combined with another 2009 grant that will pay for the overhead baffles and backstop for the range.

PBO recommends approval of the contract.

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

This grant is to provide for the expansion of our regional firing range from seven firing points to fourteen firing points. The grant will pay for the actual wall and foundation construction for this expansion of the range located at the Del Valle Correctional Complex. This amendment is to extend the end date of the grant until 9/10/2012 to enable for payment for completed services.

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

TCSO operates the current range and will continue to do so as range qualification is a mandated state requirement for all peace officers.

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

No match is required.

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

This grant does not allow for indirect costs. The grant is for construction only.

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 program will continue after expenditure of the grant funds.

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

This is not a new program.

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

The current range only has seven firing points. This is insufficient to allow for the qualification of all state required personnel for TCSO or other county entities. The grant will allow for the doubling of the range capacity which will allow for all required staff to qualify within a year without causing long waits or delays. The expansion will also allow for two different courses of fire or training to occur at the same time in a safe manner. This grant is also to be coupled with another 2009 grant which will pay for the overhead baffles and backstop.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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DARREN LONG
Major - Corrections

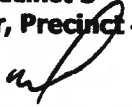
PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

February 23, 2012

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Michael G Hemby 783, Planning Manager 

SUBJECT: 2009 COPS Technology Program Grant Award Extension -- TCSO Firing Range

On January 4, 2011 the Commissioners' Court approved via consent Item 9b, the acceptance of our \$300,000 award from the Department of Justice Community Oriented Policing Technology Program that we had anticipated. This grant is to provide additional funding for the expansion and transition of the current TCSO firing range and is intended to increase our capacity. The grant number is 2009-CKWX 0218 and is under Fund M09652 within the county system.

The application for this grant was approved via consent on 5/26/2009 by Commissioners' Court under item 15c.

The original end date for the grant was 3/10/2012.

At this point most of the construction has been completed but the final approval and payment for services is ongoing. Thus, the COPS Office has afforded us the opportunity to extend the end date until 9/10/2012 so that we can wrap up the grant.

We would ask for your consideration and acceptance of this grant award extension to United States Department of Justice - COPS Office.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: PBO, Co Atty, Co Auditor



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES

COPS

Grant Operations Directorate/Grants Administration Division
145 N Street, N.E., Washington, DC 20530

February 7, 2012

FEB 10 2012

Sheriff Greg Hamilton
Travis County Sheriff's Office
P.O. Box 1748
Austin, TX 78767

Re: Technology Grant Program
Grant #: 2009CKWX0218
ORI #: TX22700

Dear Sheriff Hamilton:

I am pleased to inform you that your extension request for the COPS grant listed above has been approved. This approval provides your agency with additional time to meet programmatic requirements and complete the drawdown of funds. Your new end date is 09/10/2012.

Please note that 28 CFR. § 66.50(c) requires grantees to submit a final Federal Financial Report SF-425 and draw down funds for incurred costs within 90 days after the end date of the grant/cooperative agreement (provided in the above paragraph). If remaining funds are not drawn down within 90 days after the grant end date, your agency will forfeit the remaining eligible balance.

We thank you for your continued support of the Technology Grant Program. If you have any questions regarding your extension, please feel free to contact the COPS Response Center at 1.800.421.6770.

Sincerely,

Andrew A. Dorr
Assistant Director for Grants Administration

cc: COPS Records Center
Finance



Travis County Commissioners Court Agenda Request

Meeting Date: 03/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Jessica Rio, Planning and Budget Office, 854-4455

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive
Planning and Budget

A handwritten signature in black ink, appearing to be "JB", located to the right of the text "County Executive".

Commissioners Court Sponsor: Judge Samuel Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUESTED DEBT ISSUANCE SCHEDULE AND FUNDING FOR FISCAL YEAR 2012 CAPITAL PROJECTS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

Please see attached documentation.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker




**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

DATE: March 6, 2012

SUBJECT: FY 12 Debt Issuance – Final List and Debt Model Information

The Commissioners Court is asked to approve the following projects for the FY 12 spring issuance. The total amount of debt proposed for issuance in FY 12 is \$86,810,000.

I. Voter Approved Bonds

2000 Voter Approved Bonds – Requested FY 12 Cash Flow		
US 290 West	<u>\$1,515,000</u>	^{1,2}
Sub-Total for 2000 Voter Approved Debt (all 20 year debt) -	1,515,000	
2011 Voter Approved Bonds – Requested FY 12 Cash Flow		
A. Proposition One (Roadway, Drainage, Bridge and Bike/Pedestrian Projects)	20,405,000	¹
B. Proposition Two (Parks and Land Conservation Projects)	<u>32,240,000</u>	¹
Sub-Total for 2000 Voter Approved Debt (all 20 year debt) -	52,645,000	
Total for all Voter Approved Debt (all 20 year debt) -	\$54,160,000	

(1) Includes related issuance amounts.

(2) A total of \$2,000,000 was authorized by voters; however, TNR will only require \$1.515 m.

II. State Highway System Bonds Series 2012 (Limited Tax)

Pass Through Projects		
A. FM 1626	\$1,750,000	¹
B. FM 969 Phase I	1,015,000	¹
C. FM 969 Phase II	735,000	¹
Total for State Highway System Bonds (all 20 year debt) -	\$3,500,000	

(1) Includes related issuance amounts.

III. Certificates of Obligation – FY 12

The FY 12 Certificates of Obligation total \$29,150,000 as shown on the following table:

	Short Term CO's:	Revised
<i>County Auditor:</i>	BEFIT Project	\$6,601,525
<i>ITS:</i>	Disk Storage	850,000
	LogLogic Appliance Group 1	182,400
	LogLogic Appliance Group 2	110,200
	Management Appliance with 1 Year support	95,000
	Compliance Pack Module with 1 Year support	11,396
<i>Facilities Mgmt:</i>	700 Lavaca FY 12 Renovation/Due Diligence	7,636,705
	Install fire sprinkler system in Granger building	765,000
<i>Sheriff's Office:</i>	Central AHU-VAV System w/ Dist Renewal	250,000
	Lighting Energy Efficiency Improv	195,500
	Visitation Counter Enclosure	23,000
	Metal Paneled System Renewal	315,371
	Water Dist Complete	153,417
<i>TNR:</i>	Centrally Budgeted Vehicles	5,598,731
	HMAC & Alternative Paving Projects	3,271,432
	Traffic Signals, New	300,000
	ADA Sidewalk Upgrades	60,000
	FY 12 Loop 1 Final Settlement with TxDoT	2,623,211
	Total for Projects -	\$29,042,888
	Issuance Costs	107,112
	TOTAL CO's (all 5 year debt)	\$29,150,000

Debt Service Impact:

The FY 12 debt service is \$74,613,184. As instructed, PBO has re-run the debt model with the debt issuance proposed for FY 12. I have adjusted interest rate assumptions based on the latest average rates (adjusted upward slightly). Assuming a 1% rate for 5 year debt and 3% rate for 20 year debt, the FY 13 debt service (including all recommended amounts listed above under Sections I, II, and III) is \$79,442,487. I have attached the two debt models summarized in the following table. The first assumes \$0 additional debt (Attachment A) in order to exemplify the impact of the County's continual pay off of debt. The second includes our known debt assumptions (Attachment B). Please note that debt related to the new courthouse is not included for this exercise.

	Debt Service	
FY 12 Debt Service	\$74,613,184	
FY 13 Debt Service (assumes \$0 new debt issued in FY 12)	69,806,395	
Difference from FY 12	(4,806,789)	Debt service decreases because County continues to pay off debt.
FY 13 Debt Service (including FY 12 debt issuance)	79,442,487	
Difference from FY 13 with \$0 debt (impact of proposed debt issuance)	9,636,092	Debt service increase is broken down into \$5.27 M for short term debt and \$4.37 M for long term debt.

Debt Policy:

I have attached the Travis County Debt Policy (Attachment C) that details the County will not issue long term debt (with a repayment period in excess of five years) unless there are specific circumstances that can be met. PBO recommends that the FY 12 CO, totaling \$29,150,000, be issued as five year debt.

Recommendation and Next Steps:

PBO recommends approval of the FY 12 debt issuance. The order authorizing the publication of the *Notice of Intent to Issue Certificates of Obligation* will be posted for approval on March 20th. In addition, the County's Financial Advisor will brief the Court on the method of sale at that time. Given the current schedule, it is expected that the proceeds from the sale of bonds will be available by the end of May.

CC	Christina Adair (Co. Auditor's Office)	Glenn Opel (Bond Counsel)
	Roger El Khoury (FM)	PBO
	David Escamilla (Travis County Attorney)	Susan Spataro (Travis County Auditor)
	Greg Hamilton (Travis County Sheriff)	Diana Warner (Co. Auditor's Office)
	Michael Hemby (TCSO)	Mike Wichern (Co. Auditor's Office)
	Joe Harlow (ITS)	Donna Williams (TNR)
	Ladd Pattillo (Financial Advisor)	Hannah York (County Auditor's Office)
	Randy Lott (ITS)	
	Steve Manilla (TNR)	
	Cynthia McDonald (TNR)	

**Cash Flow Assumptions based on previous schedules
COs - based on historic needs - All 5 yr debt**

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
County Pop - Lagged one Year	1,049,873	1,076,119	1,103,022	1,133,356	1,164,523	1,196,547	1,232,444	1,269,417	1,307,499
Total Net Taxable Assessed Value	97,054,517,458	98,107,308,249	103,012,673,661	108,163,307,345	113,571,472,712	119,250,046,347	125,212,548,665	125,212,548,665	125,212,548,665
General Fund Expenditures*	461,639,969	483,154,860	507,501,980	534,708,169	563,076,374	592,638,817	623,490,273	646,915,877	670,951,837
Debt Service Expenditures	74,613,184	69,806,395	66,018,214	61,594,578	60,904,350	57,834,114	57,378,047	49,798,425	47,210,531
Tot Gen Fund & D.S.	536,253,153	552,961,255	573,520,194	596,302,747	623,980,724	650,472,931	680,868,320	696,714,302	718,162,368
CO Issue	0	0	0	0	0	0	0	0	0
2000 Voter Approved Bonds	0	0	0	0	0	0	0	0	0
2001 Voter Approved Bonds	0	0	0	0	0	0	0	0	0
2005 Voter Approved Bonds	0	0	0	0	0	0	0	0	0
2011 Voter Approved Bonds	0	0	0	0	0	0	0	0	0
Pass Through Projects	0	0	0	0	0	0	0	0	0
Travis County Gross Bonded Debt	566,800,905	519,100,905	473,355,905	431,015,905	391,127,415	349,662,097	306,272,097	268,662,097	232,850,918
Debt Service Reserve Balance	14,711,517	15,005,747	15,305,862	15,611,980	15,924,219	16,242,704	16,567,558	16,898,909	17,236,887
Travis County Net Bonded Debt	552,089,388	504,095,158	458,050,043	415,403,925	375,203,196	333,419,393	289,704,539	251,763,188	215,614,031
Total Overlapping Debt	5,562,014,244	5,943,568,421	6,351,297,215	6,786,996,204	7,252,584,143	7,750,111,415	8,281,769,058	8,849,898,416	9,457,001,447
Long Term Debt Service	58,770,761	56,881,457	56,158,726	55,599,734	57,854,975	57,834,114	57,378,047	49,798,425	47,210,531
Short Term Debt Service	15,842,423	12,924,938	9,859,488	5,994,844	3,049,375	0	0	0	0
Total Debt Service	74,613,184	69,806,395	66,018,214	61,594,578	60,904,350	57,834,114	57,378,047	49,798,425	47,210,531
Key Debt Ratios									
Primary									
Net Bonded Debt/Taxable Value	0.57%	0.51%	0.44%	0.38%	0.33%	0.28%	0.23%	0.20%	0.17%
Net Bonded Debt/Per Capita	\$525.86	\$468.44	\$415.27	\$366.53	\$322.19	\$278.65	\$235.07	\$198.33	\$164.91
Debt Svc./Tot Gen Fund & Debt Svc.	13.91%	12.62%	11.51%	10.33%	9.76%	8.89%	8.43%	7.15%	6.57%
Short-term Debt Svc./Total Debt Svc.**	21.23%	18.52%	14.93%	9.73%	5.01%	0.00%	0.00%	0.00%	0.00%
Secondary									
Overlapping Debt/Taxable Value	5.73%	6.06%	6.17%	6.27%	6.39%	6.50%	6.61%	7.07%	7.55%
Overlapping Debt/Per Capita	\$5,297.80	\$5,523.15	\$5,758.09	\$5,988.41	\$6,227.94	\$6,477.06	\$6,719.79	\$6,971.62	\$7,232.89
Debt Service Rate (I & S)	0.0769	0.0712	0.0641	0.0569	0.0536	0.0485	0.0458	0.0398	0.0377

Includes the General Fund and the Road & Bridge Fund less Unallocated Reserves

* Please note that the CO's in future years are assumed to be all 5 year, but could change to a mix of 5 year and 20 year debt. Such a mix would impact this ratio.

**Cash Flow Assumptions based on previous schedules
COs - based on historic needs - All 5 yr debt**

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
County Pop - Lagged one Year	1,049,873	1,076,119	1,103,022	1,133,356	1,164,523	1,196,547	1,232,444	1,269,417	1,307,499
Total Net Taxable Assessed Value	97,054,517,458	98,107,308,249	103,012,673,661	108,163,307,345	113,571,472,712	119,250,046,347	125,212,548,665	125,212,548,665	125,212,548,665
General Fund Expenditures*	461,639,969	483,154,860	507,501,980	534,708,169	563,076,374	592,638,817	623,490,273	646,915,877	670,951,837
Debt Service Expenditures	74,613,184	79,442,487	82,844,630	86,320,110	93,558,771	99,657,987	97,277,692	90,538,811	88,302,625
Tot Gen Fund & D.S.	536,253,153	562,597,347	590,346,610	621,028,279	656,635,145	692,296,805	720,767,965	737,454,688	759,254,462
CO Issue	29,150,000	20,400,000	20,400,000	21,400,000	21,400,000	21,400,000	21,400,000	21,400,000	21,400,000
000 Voter Approved Bonds	1,515,000	0	0	0	0	0	0	0	0
001 Voter Approved Bonds	0	0	0	0	0	0	0	0	0
005 Voter Approved Bonds	0	0	0	0	0	0	0	0	0
011 Voter Approved Bonds	52,645,000	41,940,000	39,295,000	33,170,000	36,400,000	6,600,000	4,895,000	0	0
Pass Through Projects	3,500,000	0	4,950,000	7,875,000	14,030,000	0	0	0	0
Travis County Gross Bonded Debt	597,465,905	560,529,813	518,358,396	472,692,864	421,549,952	359,660,761	297,771,116	240,820,730	185,317,457
Debt Service Reserve Balance	14,711,517	15,005,747	15,305,862	15,611,980	15,924,219	16,242,704	16,567,558	16,898,909	17,236,887
Travis County Net Bonded Debt	582,754,388	545,524,066	503,052,534	457,080,884	405,625,733	343,418,057	281,203,559	223,921,821	168,080,570
Total Overlapping Debt	5,592,679,244	5,996,737,040	6,428,513,201	6,890,909,206	7,385,025,578	7,913,038,333	8,477,272,762	9,080,213,674	9,724,516,332
Long Term Debt Service	58,770,761	61,249,555	63,177,535	65,942,465	71,243,245	75,356,890	74,509,801	67,365,125	64,723,981
Short Term Debt Service	15,842,423	18,192,932	19,667,095	20,377,645	22,315,526	24,301,097	22,767,890	23,173,686	23,578,644
Total Debt Service	74,613,184	79,442,487	82,844,630	86,320,110	93,558,771	99,657,987	97,277,692	90,538,811	88,302,625
Key Debt Ratios									
Primary									
Net Bonded Debt/Taxable Value	0.60%	0.56%	0.49%	0.42%	0.36%	0.29%	0.22%	0.18%	0.13%
Net Bonded Debt/Per Capita	\$555.07	\$506.94	\$456.07	\$403.30	\$348.32	\$287.01	\$228.17	\$176.40	\$128.55
Debt Svc./Tot Gen Fund & Debt Svc.	13.91%	14.12%	14.03%	13.90%	14.25%	14.40%	13.50%	12.28%	11.63%
Short-term Debt Svc./Total Debt Svc.**	21.23%	22.90%	23.74%	23.61%	23.85%	24.38%	23.41%	25.60%	26.70%
Secondary									
Overlapping Debt/Taxable Value	5.76%	6.11%	6.24%	6.37%	6.50%	6.64%	6.77%	7.25%	7.77%
Overlapping Debt/Per Capita	\$5,327.01	\$5,572.56	\$5,828.09	\$6,080.09	\$6,341.67	\$6,613.23	\$6,878.42	\$7,153.06	\$7,437.49
Debt Service Rate (I & S)	0.0769	0.0810	0.0804	0.0798	0.0824	0.0836	0.0777	0.0723	0.0705

Includes the General Fund and the Road & Bridge Fund less Unallocated Reserves

* Please note that the CO's in future years are assumed to be all 5 year, but could change to a mix of 5 year and 20 year debt. Such a mix would impact this ratio.

TRAVIS COUNTY DEBT POLICY

The purpose of this policy is to provide guidelines for the Commissioners' Court in deciding whether to issue additional debt and to attempt to keep the debt issuance of the County within established limits.

General Approach to Debt

- I. Travis County will maintain a prudent approach to the issuance of debt that includes the following:
 - Travis County will ensure that necessary services are provided in this community in a timely and sufficient manner using current revenues.
 - Travis County will ensure that necessary equipment and facilities are provided to County departments in a timely manner using the most frugal method of payment available for such expenditures.
 - Routine purchase and replacement of capital equipment, such as computer equipment, furniture, and "down payments" on larger capital projects will be financed through the Capital Acquisition Resources Account from current operating revenues. This account will be gradually adjusted as existing funds become available and as economic circumstances allow, to reduce or eliminate the need for issuing debt or entering into any other financing arrangement for recurring operating equipment purchases.
 - Sale of bonds or certificates of obligation will follow general market conventions assuring the best interest rate deemed possible at the time, as determined by the Commissioners' Court, based upon advice from the County's financial advisors.
- II. The Travis County Commissioners' Court will not issue long-term debt (with a repayment period in excess of five years) without the approval of such bond issue by the voters at an election, except under the following circumstances:
 1. The expenditure is legally required of the County, where penalties or fines could be imposed on the County if the expenditure is not made. Or,
 2. When a financial analysis demonstrates that during a stipulated term Travis County would spend significantly less. Or,
 3. The voters have previously approved the issuance of general obligation bonds but, for valid reasons, certificates of obligation must be substituted for such bonds in order to carry out the voters' authorization. Or
 4. When the expense is for necessary planning services or acquiring options for a future capital project that will be submitted to the voters.
- III. Capital expenditures, particularly those involving the issuance of debt, will be approved only in the context of multi-year planning by the County.

mitigate the need to increase the debt service tax rate or may be used for projects of a similar nature as allowed by law. Excess funds will not be allowed to increase the scope of the original project without additional justification and analysis.

- Optional debt redemption shall be provided for, based upon the advice of the County's financial advisor.
- Travis County will maintain a ratio of annual short-term debt service payments to total debt service of 25% or less, and short-term debt service payments to total General Fund expenditures of 5% or less.
- Guidelines in the form of industry-standard ratios will be reviewed in conjunction with each debt issuance in order to provide a framework within which to view overall Travis County debt. Those guideline ratios include:

Primary Guidelines

1. Net bonded debt to taxable value should not exceed the range of 1.0%-1.5%.
2. Net bonded debt to population should not exceed \$800 per capita.
3. Debt service to total expenditures (operating expenditures and debt service combined) shall be approximately 20% or less.

Secondary Guideline

A total debt target of 5% of taxable value for all overlapping debt in Travis County (county, city, school district and other) will be established, in concert with cooperative efforts toward sharing this goal with the other debt-issuing entities.

- The debt analysis will also show the anticipated net bonded debt per taxable value and the net bonded debt per capita that will be shown as a part of an upcoming official statement.

Approved by the Commissioners Court on March 18, 2008



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Brenda Rodriguez x44985

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir x43996

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Enter agenda language here

Consider and take appropriate action on Reimbursement for Susan Bell

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

see attachment

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Dana DeBeauvoir, County Clerk

Rose Garcia, Purchasing

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single 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.



Dana DeBeauvoir
Travis County Clerk

PO Box 149325, Austin TX 78714-9325
Phone: (512) 854-9188 Fax: (512) 854-3942
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,
Accounting, and Administration Divisions**
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,
and Records Management Divisions**
1000 Guadalupe, Austin, Texas 78701-2328

March 7, 2012

Re: Reimbursement for Susan Bell

To Whom It May Concern:

This letter is to state that requisition # 551955 for the amount of \$110.00 is to reimburse Susan Bell for personal funds she used to reimburse the overnight stay at the Austin Motel for Dan Wallach. The travel was for a non County employee and the account number the funds are coming out of is 056-2021-532-6503.

Dan Wallach is a consultant from Rice University in Houston, TX. He visited with our office to consult on new Elections processes and equipment. He has met with our office previously, but this is the first time the visits required an overnight stay.

If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

Dana DeBeauvoir

It is a pleasure to have you as our guest!

08306

I.D. [REDACTED] D.O.B. [REDACTED]

NAME WALUCH, DAN RM# 143
 Street _____ RATE 95.65
 City, State H. TX 77030 #GUESTS 1
 GUEST(S) _____ ARRIV 2/2/12
 _____ TIME 6:00
 Vehicle Plate # _____ State TX CLRK DJ
 Make, Model, Color BUICK ACURA TR DEPT _____
 Contact Phone # [REDACTED] TIME _____
 CLRK _____



AUSTIN MOTEL
"Tourist Court"
 Since 1938
 1220 South Congress Ave.
 Phone/Fax: (512)441-1157

DATE OF STAY	ROOM RENT	ROOM TAX	COMMENTS	CREDIT	CASH	BALANCE
2/2	95.65	14.35		110		0

DEPOSIT INFO:

Form of Payment _____ Amount _____ Clerk _____

In consideration for renting room and parking at the Motel, using its facilities, pool and services, I do hereby forever waive, release and discharge The Austin Motel and its owners, officers, agents, employees, and all others acting on their behalf from any and all claims of liabilities for any injuries, loss, theft, or damages to my person and/or property, both inside my room or outside on the grounds, including those caused by the negligent act or omission of any persons mentioned. I understand that I will be held financially accountable for any missing items, unauthorized smoking or pets in rooms, lock changes resulting from key loss, and /or damages to any part of the motel property.

Check Out time is 12 NOON

GUEST SIGNATURE _____

Card # _____ Exp. _____

AUSTIN MOTEL
 1220 S CONGRESS AVE
 AUSTIN, TX 78704

TERMINAL ID: 004220687
 MERCHANT #: 329228029990

VISA
 #XXXXXXXXXXXX2182
 CLK: 2
 SALE
 BATCH: 000252 FOLIO #: 000008306
 DATE: FEB 02, 12 TIME: 17:59
 SQ: 020 AUTH NO: 055950

SALE \$95.65
 TAX \$14.35
TOTAL \$110.00



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Captain Michael Gottner 854-4181

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton 854-9788

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on request to establish Memorandum of Agreement between TCSO and the Hays County Sheriff's Office for the temporary housing of inmates during emergencies.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

TCSO seeks to establish Memorandums of Agreement with Sheriff Offices that are adjacent to Travis County in order to assist one another during emergency conditions for the temporary housing of inmates during exigent circumstances.

STAFF RECOMMENDATIONS:

TCSO recommends the establishment of this agreement to ensure immediate temporary housing for Travis County Inmates is readily available under emergency conditions which may arise.

ISSUES AND OPPORTUNITIES:

The establishment of this Memorandum of Agreement will not only allow for temporary emergency inmate housing, but it will also allow TCSO & HCSO to conduct periodic training exercise to ensure the functionality of the agreement is sound.

FISCAL IMPACT AND SOURCE OF FUNDING:

During the temporary housing of inmates, the sending facility shall provide all logistical support to maintain their inmate population to include, but not limited to; Temporary housing, Inmate Clothing, Inmate bedding, Food, Medical care to include medications, and Security staff with communications. Once the emergency situation or exercise is concluded, TCSO or HCSO may request financial reimbursement for expenditures identified as related to the emergency or exercise.

REQUIRED AUTHORIZATIONS:

Major Darren Long 854-9348

Captain Michael Gottner 854-4181

County Attorney Jim Connolly 854-9513

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single 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.



Greg Hamilton, Travis County Sheriff

MEMORANDUM

Pg 1 of 3

**MEMORANDUM OF AGREEMENT BETWEEN
TRAVIS COUNTY SHERIFF'S OFFICE
AND
HAYS COUNTY SHERIFF'S OFFICE**

This Memorandum of Agreement (MOA) by and between the Travis County Sheriff's Office (TCSO) and Hays County Sheriff's Office (HCSO) is effective upon signed agreement.

WHEREAS, TCSO operates a 24-hour secure local jail with a rated capacity of 3,167 beds, which houses pre-adjudicated and post-adjudicated adult offenders; and HCSO operates a 24-hour secure local jail with a rated capacity of 362 beds, which houses pre-adjudicated and post-adjudicated adult offenders;

WHEREAS, HCSO's limited capacity occasionally presents logistical issues related to housing pre-adjudicated and post-adjudicated adult offenders, particularly during times of emergency; and

WHEREAS, TCSO's capacity allows for flexibility and possible assistance to HCSO, if, as, and when it experiences logistical issues related to housing pre-adjudicated and post-adjudicated adult offenders.

NOW THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, TCSO and HCSO agree as follows:

1. During emergency conditions or during the performance of a practice exercise, TCSO may evacuate inmates from any of its facilities to the HCSO facilities located at 1307 Uhland Road, San Marcos, TX 78666
2. During emergency conditions or during the performance of a practice exercise, HCSO may evacuate inmates from their facility to TCSO's Correctional Complex located at 3614 Bill Price Road, Del Valle, TX 78614.
3. The evacuations of inmates from one location to the other may be on a short-term basis (24 hours or less) or long-term basis (up to two weeks) during which permanent housing could be identified and secured.
4. During long-term relocation, tents may be used to house inmates if they are available.
5. During both short and long-term housing, the sending facility shall provide all logistical support to maintain their inmate population to include, but not limited to;
 - Temporary housing,
 - Inmate Clothing,
 - Inmate bedding,
 - Food,
 - Medical care to include medications, and
 - Security staff with communications.

6. K-9 assistance may be requested to support the recapture of an escaped inmate and/or to assist in establishing a secure perimeter. TCSO shall provide a K-9 narcotic search team when requested by HCSO, if such is available at the time of the request.
7. Once the emergency situation or exercise has concluded, HCSO and TCSO may request financial reimbursement for any supplies, equipment, services, materials, and all other expenditures identified as related to the emergency or exercise.
8. In the event of a long-term evacuation, visitation shall be conducted for the inmates in accordance with the receiving agency's protocols, if space is available to conduct visitation and such may be completed safely and securely.
9. Either party may terminate this MOA for any reason by giving the other party thirty (30) days prior written notice of termination as follows:

Travis County Sheriff's Office
ATTN: Greg Hamilton, Sheriff
P.O. Box 1748
Austin, Texas 78767

Hays County Sheriff's Office
ATTN: Gary Cutler, Sheriff
1307 Uhland Road
San Marcos, Texas 78666

10. The term of this MOA shall continue until September 30, 2012, at which time it will automatically renew for one year.

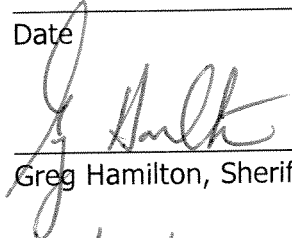
INTERLOCAL AGREEMENT

11. HCSO and TCSO, as offices within units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include governmental functions in which the Parties are mutually interested, including the operation of jail facilities.
12. Pursuant to §791.011(d)(1) of the Texas Government Code, this Agreement has been duly authorized by the governing body of both Counties.
13. Pursuant to §791.011(d)(3) of the Texas Government Code, the Parties agree that the funds being committed by the Counties under this Agreement shall be paid from current revenues available to each respective County.

TRAVIS COUNTY

Sam Biscoe, County Judge

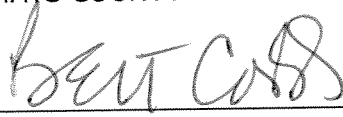
Date



Greg Hamilton, Sheriff

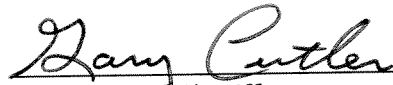
2/15/12
Date

HAYS COUNTY



Bert Cobb, County Judge

1-31-2012
Date



Gary Cutler, Sheriff

01/26/2012
Date



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By/Phone Number: Deborah Laudermilk/(512) 854-9779

Elected/Appointed Official/Dept. Head: Leroy Nellis

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve Revised Weekly Investment Report for the week of July 12, 2011

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Memorandum is attached as well as appropriate signature authorization forms.

STAFF RECOMMENDATIONS:

Attached

ISSUES AND OPPORTUNITIES:

Attached

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

None

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.



**CASH/INVESTMENT MANAGEMENT DEPARTMENT
TRAVIS COUNTY, TEXAS**

Travis County Administration Building
700 Lavaca, Suite 1560
P.O. Box 1748
Austin, Texas 78767

Phone: (512) 854-9779
Fax: (512) 854-4210
Email: Deborah.laudermilk@co.travis.tx.us

DATE: March 6, 2012

**TO: Samuel T. Biscoe, County Judge
Ron Davis, County Commissioner, Precinct 1
Sarah Eckhardt, County Commissioner, Precinct 2
Karen Huber, County Commissioner, Precinct 3
Margaret Gomez, County Commissioner, Precinct 4
Leslie Browder, Executive Manager, Planning and Budget
Leroy Nellis, Budget Director**

FROM: Deborah A. Laudermilk, Investment Manager

A handwritten signature in black ink, appearing to read "DL", written over the name "Deborah A. Laudermilk".

RE: Revised Weekly Investment Report for July 12, 2011

In the preparation of the Weekly Investment Report that was approved on July 12, 2011 Commissioners Court, an investment transaction was not included in the report. On July 1, 2011, a Federal Home Loan Bank Note was purchased for the Pooled Bond fund. This security settled on July 5, 2011 and should have been included in the July 12, 2011 weekly investment report to the Commissioners' Court. The paperwork was inadvertently missed and it was not included in the report. In reviewing some older transactions, we discovered this error and we are requesting that the Court approved the revised report. The numbers in the original portfolio statistics report at the end of the weekly report is correct. Attached is a correction of the report for the investments made for the week included in the July 12, 2011 report and the previously approved report of the same date. The inclusion of the \$8,515,097.11 investment raises the total invested for the week to \$8,829,097.11.

If you have any further questions, please let me know.

**Cc: Susan Spataro, County Auditor
Dolores Ortega-Carter, County Treasurer
David Jungerman, Auditor's Office
Hannah York, Auditor's Office**

REVISED

ITEM # C2

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$8,829,097.11 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 12 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: July 12, 2011

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 7/1/2011

TIME: 9:15

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	FHLB NOTE	FUND NAME:	POOLED BOND
PAR VALUE:	\$ 8,000,000.00	SAFEKEEPING NO:	386004333
COUPON RATE:	4.625%	PRICE:	105.3467
MATURITY DATE:	10/10/2012	US TREASURY CONVENTION YLD	0.38%
PRINCIPAL:	\$ 8,427,736.00	PURCHASED THROUGH:	Banc of America
ACCRUED INT:	\$ 87,361.11	BROKER:	Julia Erickson
TOTAL DUE:	\$ 8,515,097.11	CUSIP #:	3133XML66
TRADE DATE:	7/1/2011	SETTLEMENT DATE:	7/5/2011

AUTHORIZED BY:



ATTACHMENT A

DESCRIPTION:	FHLB NOTE	BROKER:	Banc of America Julia Erickson
PAR VALUE:	\$ 8,000,000.00	CUSIP:	3133XML66
SETTLEMENT DATE:	7/5/2011	YIELD:	0.3800%
MATURITY DATE:	10/10/2012	COUPON RATE:	4.625%

FUND#	FUND NAME	AMOUNT INVESTED
897	POOLED BOND \$	8,427,736.00
TOTAL DUE:		\$ 8,515,097.11

ITEM # C2

STATE OF TEXAS)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$314,000.00 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 10 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: July 12, 2011

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 07/05/2011

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexSTAR	FUND NAME:	TC DEBT SERVICE
PAR VALUE:	1,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0871%
PRINCIPAL:	1,000.00	PURCHASED THRU:	TexSTAR
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	1,000.00	CUSIP #:	N/A
TRADE DATE:	07/05/2011	SETTLEMENT DATE:	07/05/2011

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 07/05/2011

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexSTAR	FUND NAME:	INTEREST & SINKING
PAR VALUE:	30,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.0871%
PRINCIPAL:	30,000.00	PURCHASED THRU:	TexSTAR
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	30,000.00	CUSIP #:	N/A
TRADE DATE:	07/05/2011	SETTLEMENT DATE:	07/05/2011

AUTHORIZED BY:

Reagan Arnis
CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$30,000.00

SETTLEMENT DATE:07/05/2011

INTEREST RATE:0.0871

FUND#	FUND NAME	AMOUNT INVESTED
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394	CONS.DEBT SERVICE	\$30,000.00
-----	-------------------	-------------

TOTAL DUE: \$30,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 07/08/2011

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexSTAR	FUND NAME:	INTEREST & SINKING
PAR VALUE:	39,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0676%
PRINCIPAL:	39,000.00	PURCHASED THRU:	TexSTAR
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	39,000.00	CUSIP #:	N/A
TRADE DATE:	07/08/2011	SETTLEMENT DATE:	07/08/2011

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$39,000.00

SETTLEMENT DATE:07/08/2011

INTEREST RATE:0.0676

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	\$39,000.00

TOTAL DUE: \$39,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 07/08/2011

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexSTAR	FUND NAME:	TC DEBT SERVICE
PAR VALUE:	2,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0676%
PRINCIPAL:	2,000.00	PURCHASED THRU:	TexSTAR
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	2,000.00	CUSIP #:	N/A
TRADE DATE:	07/08/2011	SETTLEMENT DATE:	07/08/2011

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$2,000.00

SETTLEMENT DATE:07/08/2011

INTEREST RATE:0.0676

FUND#	FUND NAME	AMOUNT INVESTED
397	DEBT SERV TAX BDS	\$2,000.00

TOTAL DUE: \$2,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 07/08/2011

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexSTAR	FUND NAME:	OPERATING
PAR VALUE:	242,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0676%
PRINCIPAL:	242,000.00	PURCHASED THRU:	TexSTAR
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	242,000.00	CUSIP #:	N/A
TRADE DATE:	07/08/2011	SETTLEMENT DATE:	07/08/2011

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

TRAVIS COUNTY INVESTMENT REPORT
 PORTFOLIO STATISTICS
 DATE: July 8, 2011

By Fund Type		
Operating	\$ 368,349,854.70	62.91%
Debt Service	29,205,787.47	4.99%
Pooled Bond Fund	187,636,398.89	32.05%
Other	342,817.71	0.06%
Total Portfolio	<u>\$ 585,534,858.77</u>	<u>100.00%</u>
By Security Type		
Operating-		
Government Agencies	\$ 167,126,890.66	45.37%
Government Treasuries	23,253,870.36	6.31%
Municipal Bonds	4,251,915.27	1.15%
Certificates of Deposit	1,706.19	0.00%
TexasDAILY	61,255,863.52	16.63%
TexSTAR	78,499,520.65	21.31%
TexPool	33,960,088.05	9.22%
Total	<u>\$ 368,349,854.70</u>	<u>100.00%</u>
Debt Service-		
Government Agencies	\$ -	0.00%
TexasDAILY	17,857,096.49	61.14%
TexSTAR	5,806,220.59	19.88%
TexPool	5,542,470.39	18.98%
Total	<u>\$ 29,205,787.47</u>	<u>100.00%</u>
Pooled Bond Fund-		
Government Agencies	\$ 118,880,110.42	63.36%
Government Treasuries	6,032,660.43	3.22%
TexasDAILY	12,431,661.77	6.63%
TexSTAR	34,142,490.89	18.20%
TexPool	16,149,475.38	8.61%
Total	<u>\$ 187,636,398.89</u>	<u>100.00%</u>
Other-		
Certificates of Deposit	\$ 342,817.71	100.00%
	<u>\$ 342,817.71</u>	<u>100.00%</u>

Summary	Investment	Actual	Guidelines
Combined Portfolio-			
Government Agencies	\$ 286,007,001.08	48.85%	75.00%
Government Treasuries	29,286,530.79	5.00%	100.00%
Municipal Bonds	4,251,915.27	0.73%	20.00%
Certificates of Deposit	344,523.90	0.06%	50.00%
Texas DAILY	91,544,621.78	15.63%	30.00%
TexSTAR	118,448,232.13	20.23%	30.00%
TexPool	55,652,033.82	9.50%	50.00%
Total	\$ 585,534,858.77	100.00%	

All Local Government Investment Pools in Total:	Investment	Actual	Guidelines
Texas DAILY	91,544,621.78	15.63%	
TexSTAR	118,448,232.13	20.23%	
TexPool	55,652,033.82	9.50%	
	\$ 265,644,887.73	45.37%	60.00%

Municipal Bonds by Entity as a Percentage of Portfolio	Investment	Actual	Guidelines
Operating Portfolio-			
Hamilton Co.TN Taxable GO	\$ 1,257,037.60	0.34%	5.00%
Everett, WA Taxable GO LT	\$ 1,200,000.00	0.33%	5.00%
Campbell Kenton CTY Sant Dist Rev BAB	\$ 800,976.00	0.22%	5.00%
Okla City Taxable GO LT	\$ 515,696.67	0.14%	5.00%
Leander ISD GO UNLT Taxable	\$ 478,205.00	0.13%	5.00%
	\$ 4,251,915.27	1.15%	20.00%

Total Portfolio-			
Hamilton Co.TN Taxable GO	\$ 1,257,037.60	0.21%	5.00%
Everett, WA Taxable GO LT	\$ 1,200,000.00	0.20%	5.00%
Campbell Kenton CTY Sant Dist Rev BAB	\$ 800,976.00	0.14%	5.00%
Okla City Taxable GO LT	\$ 515,696.67	0.09%	5.00%
Leander ISD GO UNLT Taxable	\$ 478,205.00	0.08%	5.00%
	\$ 4,251,915.27	0.73%	20.00%



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 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 February 28, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

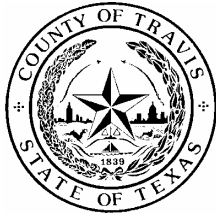
STAFF RECOMMENDATIONS:

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 Travis County Commissioners Court Tuesday, February 28, 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 February 28, 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 proposed changes to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure and Citizens Communication. (Action Item #23)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
 Ronnie Gjemre, Travis County Resident
 Dr. John K. Kim, Travis County Resident

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:
 Dr. John K. Kim, Travis County Resident
 Ronnie Gjemre, Travis County Resident

Special Items

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

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Administrative Operations Items

3. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,070,701.34 for the period of February 10 to February 16, 2012.

RESULT: ADDED TO CONSENT

4. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action to replace Sections 10.020 through 10.022 of the Travis County Code related to tuition reimbursement.

MOTION: Approve Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Justice and Public Safety Items

6. Consider and take appropriate action regarding an amendment of agreement for transport helicopter services among Travis County, St. David's Medical Center, and Pediatrix Medical Services, Inc. D/B/A Magella Medical Associates.

RESULT: ADDED TO CONSENT

Purchasing Office Items

7. Approve contract award for Northeast Metro Park BMX track area improvements design, RFQ NO. Q110243-LP, to the highest qualified firm, Half Associates, Inc.

RESULT: ADDED TO CONSENT

8. Approve interlocal agreement No. IL120130LP, Capital Area Council of Governments, for light detection and ranging services.

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action regarding an interlocal agreement with the Capital Area Council of Governments toward the purchase and continued operation of air quality monitoring.

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that by approving Item 9 the Court is authorizing expenditure up to \$12,500.00.

MOTION: Approve the revisions in Item 16.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

17. Receive briefing by City of Austin on progress of the Upper Airport Boulevard Initiative. (Commissioner Davis)

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management
Jorge Rousselin, Project Co-Manager, Upper Airport Boulevard Initiative, City of Austin

RESULT: **DISCUSSED**

Planning and Budget Dept. Items

18. 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 Amendment A2 would be postponed until March 6, 2012.

Clerk's Note: Please note that for this Item, references to A2 refer to numbered items in separate budget documents, not these minutes. See supporting documentation.

19. Review and approve revised Memorandum of Understanding between Travis County, the City of Austin Police Department, Life Anew, Inc, Texas RioGrande Legal Aid, Inc. and the University of Texas School of Law Domestic Violence Clinic for the Fiscal Year 2010 SafeHavens Grant Program, managed by Counseling & Education Services.

RESULT: **ADDED TO CONSENT**

20. Consider and take appropriate action regarding procurement objectives and constraints for the civil and family courthouse.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Mark Gibson, Principal, Construction & Real Estate Advisory Services, Ernst & Young
Ronnie Gjemre, Travis County Resident
James Collins, Senior Chief Deputy, County Attorney's Office

MOTION: Approve Sections 2.1, 2.2, and 4.0.
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

21. Consider and take appropriate action on recommendations on the use of existing Certificates of Obligation balances.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, Planning and Budget Office (PBO)

Jessica Rio, Assistant Budget Manager, PBO
Steve Manilla, County Executive, TNR

MOTION: Approve Item 21, and authorize that the associated budget amendments are processed as automatic transfers.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Health and Human Services Dept. Items

22. Consider and take appropriate action on request from Ending Community Homeless Coalition, Inc. for space in a County facility to provide social services to residents.

RESULT: POSTPONED **Reset for: 3/6/2012**

Other Items

23. Consider and take appropriate action regarding proposed changes to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure and Citizens Communication.

RESULT: POSTPONED **Reset for: 3/6/2012**

24. Consider and take appropriate action on the following:

- a. Request to join local residents and extend an invitation to officials from Haining and Rugao, China to visit Travis County; and
- b. Invitation to establish sister city/county relationship with these two cities.

Members of the Court heard from:

Peter Shen, Chairman, Austin Chinese Chamber of Commerce and member, Travis County Citizens International Program (TCCIP)

George Chang, Member, TCCIP

Sunita Murti, Commercial Business Developer, Southwestern National Bank and member, TCCIP

Aletta Banks, Executive Director, Asian Contractor Association (ACA)

John Hille Assistant County Attorney

MOTION: Send letters to the mayors of Haining and Rugao, China indicating Travis County's interest in visiting as part of the delegation in April, 2012, and assist the TCCIP in ascertaining interested individuals, including members of the City of Austin, Greater Austin Chamber of Commerce, and other organizations.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues

that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

- 25. Consider and take appropriate action on Economic Development Agreement with Austin Executive Airport.⁵

Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

RESULT: DISCUSSED

- 26. Receive briefing from County Attorney and take appropriate action in Melanie Boyte v. Travis County, et al.¹

RESULT: PULLED

- 27. Ratify contract for professional engineering design services for the water and wastewater system at Reimers Ranch Park with Davis Engineering, Inc.¹

RESULT: POSTPONED **Reset for: 3/13/2012**

- 28. Receive briefing from County Attorney and take appropriate action on Resolution approving the issuance of refunding bonds by the Travis County Emergency Services District No. 1.¹ (Commissioner Huber)

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:

Ladd Pattillo, Travis County Financial Advisor

Bart Fowler, Attorney, McCall, Parkhurst and Horton, LLP and Bond Counsel, Emergency Services District No. 1 (ESD #1)

MOTION: Approve the Resolution in Item 28, and authorize the County Judge to sign on behalf of the Commissioners Court.

RESULT: APPROVED [3 TO 0]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber

ABSTAIN: Ron Davis

ABSENT: Margaret J. Gómez

- 29. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas Legislature.¹

RESULT: POSTPONED **Reset for: 3/6/2012**

- 30. Consider and take appropriate action regarding acquisition of real property owned by the Housing Authority of Travis County.^{1 And 2}

RESULT: POSTPONED **Reset for: 3/6/2012**

- 31. Consider and take appropriate action on economic development agreement regarding Project Hudson.⁵

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann 551.087, Economic Development Negotiations.

MOTION: Indicate the County's agreement to enter into a 15-year agreement with the specifics to be negotiated.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Sarah Eckhardt

Consent Items

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 2, 3, 4, 6, 7, 8, 9, 10, 14, 15, 18, and 19.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

- 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, March 20, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff, Section Two, Phase A subdivision and Lot 19 of the re-plat of Lots 15-19 Rivercliff subdivision in Precinct Three. (Commissioner Huber)
- C4. Approve setting a public hearing on Tuesday, March 27, 2012 to receive public comments and take appropriate action regarding the proposed Colorado River Corridor Plan in Precincts One and Four. (Commissioners Davis and Gómez)

Added Items

- A1. Receive update and take appropriate action on status of preparation and distribution of voter registration certificates to Travis County residents.

Members of the Court heard from:
 Dolores Lopez, Division Director, Voter Registration, Tax Assessor Collector's Office

RESULT: **DISCUSSED** **Reset for: 3/6/2012**

- A2. Consider and take appropriate action regarding selection of furniture for Commissioners Courtroom at 700 Lavaca, Austin.

Members of the Court heard from:
John Hille Assistant County Attorney

RESULT: DISCUSSED

Reset for: 3/6/2012

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By: Gayla Dembkowski **Phone #:** 854-7642

Division Director/Manager: Randy Nicholson, Planning Manager

Department Head: *Carol C. Jovel for* Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, March 27, 2012 to receive comments regarding a street name assignment for two private easements off Hamilton Pool Road to be known as "Imagine Way" and "Foxtrot Lane" in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Approve setting of a public hearing on Tuesday, March 27, 2012 to receive comments regarding a street name assignment for two private easements off Hamilton Pool Road to be known as "Imagine Way" and "Foxtrot Lane" in Precinct Three.

STAFF RECOMMENDATIONS:

The Travis County Address Coordinating Committee was notified by property owners of the need for a street name assignments that affect nine property owners. The easement is owned by one property owner but affects several others.

A petition was signed by all but one and they chose to name these easements "Imagine Way" and "Foxtrot Lane".

ISSUES AND OPPORTUNITIES:

This street name assignment would allow property owners individual addresses to assist in emergency services and deliveries.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Map

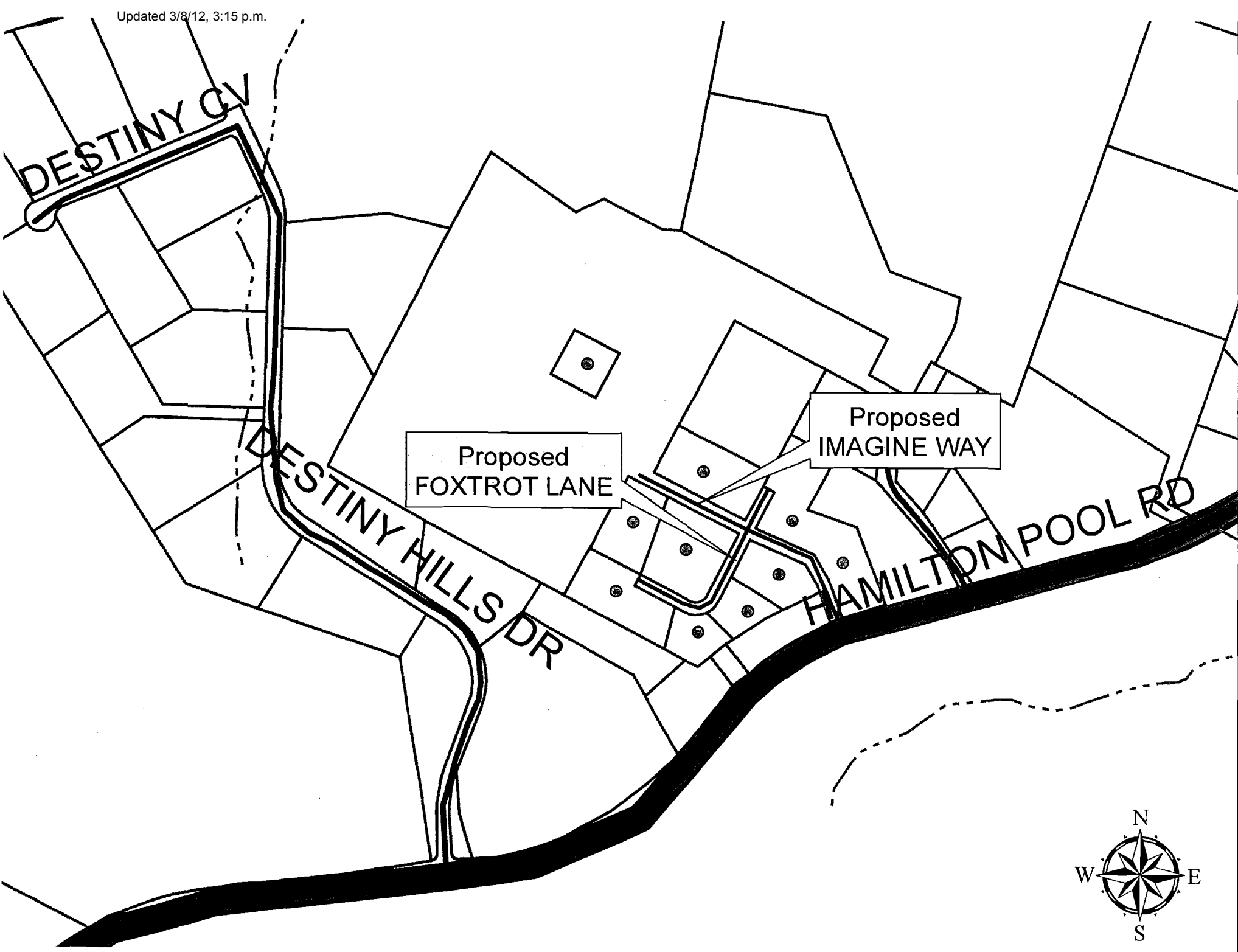
Petition

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Randy Nicholson	Planning Manager	TNR	854-4603

CC:

: :
0101 - Administrative -



February 15, 2012

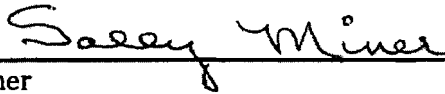
Dear Travis County,

We, the property owners that reside at 15922 Hamilton Pool Road have chosen names for our streets. The name chosen for "Road A" (the road that directly intersects Hamilton Pool Road) is "Imagine Way". The name chosen for "Road B" (the road that intersects Road A, a short distance west of Hamilton Pool Road) is "Foxtrot Lane".

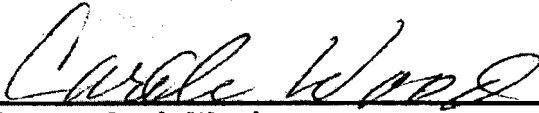
All owners of property fronting on these roads have signed this consent, and each has agreed by his or her signature to the names chosen. We understand that these names are currently available and in compliance with applicable regulations.

Should you have any questions or comments, please contact Desi or Lisa Rhoden at 512-402-1011.

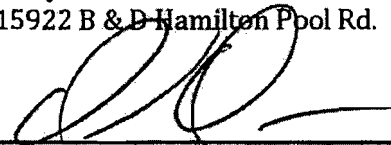
Thank you.



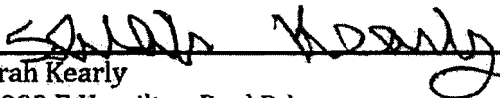
Sally Miner
15922 A Hamilton Pool Rd.



Larry or Carole Wood
15922 B & D Hamilton Pool Rd.



David Oliver
15922 C Hamilton Pool Rd.



Sarah Kearly
15922 E Hamilton Pool Rd.



Thelma Mandaville
15022 F Hamilton Pool Rd.

Marilyn Souther

Marilyn Souther
15022 G Hamilton Pool Rd.

Beth DeSpain
15922 H Hamilton Pool Rd.

Lisa Rhoden

Desi or Lisa Rhoden
15922 J Hamilton Pool Rd.

Pearl Sanders

Pearl Sanders
15922 K Hamilton Pool Rd.



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: March 13, 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 Minutes for the Voting Session of February 28, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

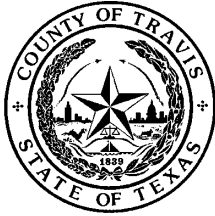
STAFF RECOMMENDATIONS:

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, February 28, 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

Meeting called to order on February 28, 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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Pay the claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: March 13, 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 Minutes for the Voting Sessions of October 25, 2011 and February 28, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

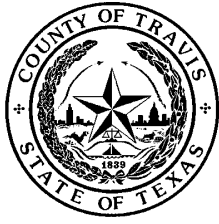
STAFF RECOMMENDATIONS:

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 Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, October 25, 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 October 25 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

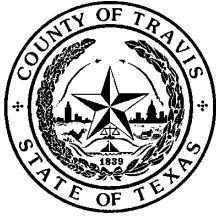
1. Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Session of September 27, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, February 28, 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

Meeting called to order on February 28, 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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Pay the claims 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



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: March 13, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

1. Public Hearing concerning the Corporation's Multifamily Housing Revenue Bonds (Argosy at Crestview Apartments), Series 2012.

2. Consider and take appropriate action to approve Resolution Authorizing the Issuance, Sale and Delivery of Multifamily Housing Revenue Bonds (Argosy at Crestview Apartments), Series 2012; Approving the Form and Substance of and Authorizing the Execution and Delivery of Documents and Instruments Necessary to Carry Out the Financing of such Multifamily Rental Residential Development; and Containing other Provisions Relating to the Subject.

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, Budget Manager/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.



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM
from
William C. Blount

(512) 807-2454
Fax (512) 474-1901
E-mail: blount@namanhowell.com

TO: Board of Directors of
Travis County Housing Finance Corporation

DATE: March 6, 2012

RE: Issuance of Multifamily Housing Revenue Bonds (Argosy at Crestview
Apartments), Series 2012

Agenda Date: March 13, 2012

This item is to approve of the financing of the purchase and rehabilitation of the Argosy at Crestview apartments located at 1003 Justin Lane, Austin, Texas. The principal amount of the Bonds is not to exceed \$17,500,000. Bond proceeds will be loaned to the borrower, ML CASA V, L.P., pursuant to the loan agreement, to provide the funds for the acquisition and rehabilitation of the apartments.

The bonds will be purchased by Bank of America, N.A. in a private placement. Bank of America is conducting its due diligence review and underwriting of the property and financing and will provide an investor letter at closing, stating that it is a sophisticated investor in bonds of this type and has received all the information it requires to make an informed investment decision.

The borrower agreed to the additional affordability restrictions so that the restrictions are (a) 20% of the units to residents at or below 50% of area median income as established by HUD; (b) 50% of the units to residents at or below 80% of area median income; and (c) 90% of the units to residents at or below 120% of area median income. The restrictions will be enforced by the recording of a Land Use Restriction Agreement in the real property records which sets forth the restrictions.

As always, the Attorney General's office will review the transcript and must approve the legality of the issuance of the bonds.

Enclosed with this memo is the proposed bond resolution and the principal bond documents for your review.

This matter is also on the Travis County agenda to approve the issuance of the Bonds by TCHFC.

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

cc: Andrea Shields
Ladd Pattillo

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF MULTIFAMILY HOUSING REVENUE BONDS (ARGOSY AT CRESTVIEW APARTMENTS), SERIES 2012; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING OF SUCH MULTIFAMILY RENTAL RESIDENTIAL DEVELOPMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Travis County Housing Finance Corporation (the "Issuer") has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Act authorizes the Issuer: (a) to make loans to any person to provide financing for rental residential developments located within Travis County, Texas (the "County"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Issuer; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; (c) to pledge all or any part of the revenues, receipts or resources of the Issuer, including the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal or redemption price of and interest on such bonds; and

WHEREAS, the Board of Directors of the Issuer (the "Board") has determined to authorize the issuance, sale and delivery of its Multifamily Housing Revenue Bonds (Argosy at Crestview Apartments), Series 2012 (the "Bonds") pursuant to and in accordance with the terms of a Trust Indenture dated as of March 1, 2012 (the "Indenture"), between the Issuer and Wilmington Trust, National Association, as trustee (the "Trustee"), for the purpose of lending the proceeds thereof to ML CASA V, L.P., a Delaware limited partnership (the "Borrower"), to provide financing for the acquisition and rehabilitation of a multifamily rental residential development to be known as Argosy at Crestview Apartments located within the County at 1003 Justin Lane, Austin, Texas 78757, described more fully on Exhibit A attached hereto (the "Project"), all in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, the Board, by resolution adopted on February 28, 2012, declared its intent to issue its revenue bonds to provide financing for the Project; and

WHEREAS, in order to assist in carrying out such acquisition and rehabilitation of the Project, the Board has determined that the Issuer shall enter into a Loan Agreement dated as of March 1, 2012 (the "Agreement"), between the Issuer and the Borrower, pursuant to which (i) the Issuer will agree to make a loan funded with the proceeds of the Bonds (the "Loan") to the Borrower to enable the Borrower to finance the cost of acquisition and rehabilitation of the Project and related costs, and (ii) the Borrower will execute and deliver to the Issuer a promissory note (the "Note") in an original principal amount equal to the original aggregate principal amount of the Bonds, and providing for payment of interest on such principal amount equal to the interest on the Bonds and to pay other costs described in the Agreement; and

WHEREAS, in order to assure compliance with Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"), the Issuer will require the Borrower to enter into a Land Use Restriction Agreement dated as of March 1, 2012 (the "LURA") with respect to the Project; and

WHEREAS, it is anticipated that the Note will be secured by a Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Mortgage") from the Borrower for the benefit of the Issuer; and

WHEREAS, the Issuer's rights (except for certain reserved rights) under the Loan, including the Note and the Mortgage, will be assigned to the Trustee, as its interests may appear, pursuant to an Assignment of Bond Mortgage Documents (the "Assignment") between the Issuer and the Trustee and acknowledged, accepted and agreed to by the Borrower; and

WHEREAS, the Board desires to engage Naman, Howell, Smith & Lee, PLLC to act as Bond Counsel in connection with the authorization, issuance and delivery of the Bonds; and

WHEREAS, the Board desires to ratify certain other actions heretofore taken with respect to the Bonds; and

WHEREAS, the Issuer desires to authorize the Trustee to invest and reinvest the proceeds of the Bonds and all other funds received and held under the Indenture; and

WHEREAS, Section 147(f) of the Code requires that the Bonds be approved by the "applicable elected representative" (the "AER") after a public hearing following reasonable public notice; and

WHEREAS, with respect to bonds issued by the Issuer, the AER is the Commissioners Court of the County or the County Judge; and

WHEREAS, notice of a public hearing with respect to the Bonds and the Project held by the Issuer on March 13, 2012, was published no less than 14 days before such date in a newspaper of general circulation available to residents within the County; and

WHEREAS, the Board held such public hearing on the date and at the time and place set out in such published notice, and conducted such hearing in a manner that provided a reasonable opportunity for persons with differing views on the issuance of the Bonds and the Project to be heard; and

WHEREAS, the Board and its advisors have examined proposed forms of the Indenture, the Agreement, the LURA, the Note, the Mortgage and the Assignment, and have found the form and substance of such documents to be satisfactory and proper; and have determined to provide financing for the Project in accordance with such documents by authorizing the issuance of the Bonds, the execution and delivery of such documents and the taking of such other actions as may be necessary or convenient;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION THAT:

Section 1. Public Hearing. The Board hereby finds, determines, recites and declares that a public hearing with respect to the Bonds and the Project was held on March 13, 2012; that notice of such public hearing was published no less than 14 days before such date in a newspaper of general circulation available to residents within the County; that such notice included the date, time and place of the public hearing, the location, general nature and the initial owner of the Project and the maximum aggregate principal amount of the Bonds; that all comments from interested persons were taken at such

public hearing and were provided to the AER; and it is anticipated that on March 13, 2012, the Commissioners Court of the County will adopt a resolution approving the Bonds for purposes of Section 147(f) of the Code.

Section 2. Issuance, Execution, Sale and Delivery of the Bonds. The issuance of the Bonds is hereby authorized, according to the conditions set forth herein and in the Indenture, and that, upon execution and delivery of the Indenture, the President or any Vice President and Secretary of the Issuer each are authorized hereby to execute, attest and affix the Issuer's seal to the Bonds and to deliver the Bonds to the Attorney General of the State of Texas for approval, the Comptroller of Public Accounts of the State of Texas for registration and to the Trustee for authentication, and thereafter to sell the Bonds to the initial purchaser thereof and deliver the Bonds as provided in the Indenture.

Section 3. Interest Rate, Principal Amount, Maturity and Price. The officers of the Issuer are hereby authorized to fix and determine the interest rate, principal amount, maturity and price of the Bonds, all of which determinations shall be conclusively evidenced by the execution and delivery by such officers of the Indenture; provided, however, that: (a) the interest rate on the Bonds shall not exceed 7.0 % per annum, subject to adjustment as provided in the Indenture; provided that, in no event shall the interest rate on the Bonds (including any default interest rate) exceed the maximum interest rate permitted by applicable law; (b) the aggregate principal amount of the Bonds shall not exceed \$17,500,000; (iii) the final maturity of the Bonds shall occur not later than March 1, 2052; and (iv) the price at which the Bonds are sold to the initial purchaser thereof shall not exceed the principal amount thereof.

Section 4. Approval, Execution and Delivery of the Indenture. The form and substance of the Indenture are hereby approved; and that the President or any Vice President and the Secretary of the Issuer are each hereby authorized to execute, attest and affix the Issuer's seal to the Indenture and to deliver the Indenture to the Trustee. The Trustee is authorized to invest the moneys held under the Indenture as provided therein.

Section 5. Approval, Execution and Delivery of the Agreement. The form and substance of the Agreement are hereby approved; and that the officers of the Issuer are each hereby authorized to execute the Agreement and to deliver the Agreement to the Borrower.

Section 6. Approval, Execution and Delivery of the LURA. The form and substance of the LURA are hereby approved; and that the officers of the Issuer are each hereby authorized to execute, attest and affix the Issuer's seal to the Regulatory Agreement and to deliver the Regulatory Agreement to the Borrower and the Trustee.

Section 7. Determination of Moderate Income. That the Board has heretofore determined and hereby confirms, in accordance with the Act, for purposes of the Project, until revised by the Board, that the maximum amount constituting moderate income shall be 120% of area median income as defined by HUD, initially \$91,080.

Section 8. Acceptance of the Mortgage and the Note. That the Mortgage and the Note are hereby accepted by the Issuer; and that the President and any Vice President of the Issuer are each hereby authorized to endorse the Note to the order of the Trustee, without recourse.

Section 9. Approval, Execution and Delivery of the Assignment. That the form and substance of the Assignment are hereby approved; and that the officers of the Issuer are each hereby authorized to execute the Assignment and to deliver the Assignment to the Trustee.

Section 10. Approval of Bond Counsel. Naman, Howell, Smith & Lee, PLLC is hereby approved to serve as Bond Counsel with respect to the Bonds with all fees and expenses of Bond Counsel to be paid by the Borrower.

Section 11. Execution and Delivery of Other Documents. The officers of the Issuer are each hereby authorized to execute, deliver, attest and affix the Issuer's seal to such other agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 12. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the officers of the Issuer are each hereby authorized to make or approve such revisions in the form of the documents hereby approved as, in the opinion of Bond Counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution; and approval of such changes by the Issuer shall be indicated by such officers' execution of the documents.

Section 13. Incorporation of Preamble. The recitals in the preamble of this Resolution are true, correct and complete and that each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set forth here in full.

Section 14. Approval of Submission to the Attorney General of Texas. The Board hereby authorizes and ratifies the submission by Bond Counsel to the Attorney General of Texas, for approval as required under Chapter 1202, Texas Government Code, of a transcript of legal proceedings relating to the issuance, sale and delivery of the Bonds.

Section 15. Ratification of Certain Prior Actions. That all prior actions taken for or on behalf of the Issuer in connection with the Bonds are hereby ratified, confirmed and approved.

Section 16. Purposes of Resolution. The Board has expressly determined and hereby confirms that the issuance of the Bonds to assist in the financing of the Project will promote the public purposes set forth in Section 394.002 of the Act and will accomplish a valid public purpose of the Issuer by assisting persons of low and moderate income in the County to obtain decent, safe and sanitary housing at affordable prices, thereby helping to relieve unemployment, to preserve and increase the tax base of the County, and to reduce public expenditures for crime prevention and control, public health, welfare and safety and for other valid public purposes.

Section 17. Limited Obligations. The Bonds and the interest thereon shall be special limited obligations of the Issuer payable solely from the revenues, funds and assets pledged under the Indenture, to secure payment of the Bonds, and under no circumstances shall the Bonds be payable from any other revenues, funds, assets or income of the Issuer.

Section 18. Obligations of Issuer Only. The Bonds shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the United States of America or any agency or instrumentality thereof, the State of Texas, the County or any other political subdivision or governmental unit.

Section 19. Approval Conditions. The actions and obligations authorized in this Resolution shall be subject to and conditioned upon receipt by the Issuer on the date of delivery of the Bonds to the initial purchaser thereof of the appropriate opinions of Bond Counsel with respect to the Bonds.

Section 20. Waiver of Guidelines. The Board hereby waives the Issuer's Policy Guidelines for Receiving and Approving Applications for Financial Participation in Residential Developments (the "Guidelines") to the extent such Guidelines are inconsistent with the terms of this Resolution and the bond documents authorized hereunder.

Section 21. Information Return for Tax-Exempt Private Activity Bonds. The Board further directs that an officer of the Issuer submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement containing the information required by Section 149(e) of the Code.

Section 22. Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this 13th day of March, 2012.

President

ATTEST:

Secretary

(SEAL)

Exhibit A

PROJECT AND BORROWER

Borrower: ML CASA V, L.P., a Delaware limited partnership

Project: The Project is a 288-unit multifamily rental residential development known as Argosy at Crestview Apartments and located at 1003 Justin Lane, Travis County, Texas 78757. It consists of 192 1-Bedroom/1-Bath units, 32 2-Bedroom/1-Bath units and 64 2-Bedroom/2-Bath units. Unit sizes range from approximately 512 square feet to 971 square feet.