



Travis County Commissioners Court Agenda Request

Meeting Date: 4/3/2012

Prepared By/Phone Number: Lisa Block, Emergency Services, 854-7954

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

APPROVE PROCLAMATION OF THE MONTH OF APRIL 2012 WILDFIRE AWARENESS MONTH AND RECOGNIZE RELATED EVENTS IN TRAVIS COUNTY AND ENCOURAGE ALL RESIDENTS OF TRAVIS COUNTY TO REMEMBER THE 2011 FIRES, BECOME FIRE WISE AND IMPLEMENT NECESSARY CHANGES TO REDUCE THE RISK OF LOSS FROM WILDFIRE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Promote Wildfire Awareness Month beginning with a joint press conference with the City of Austin on April 6, this Friday. Also promote awareness by recognizing related events in Travis County. Other promotion efforts will include a press release about the month, a series of Facebook promotional posts and Twitter promotional tweets, Web postings, and media interviews of topic experts, as requested.

STAFF RECOMMENDATIONS:

NA

ISSUES AND OPPORTUNITIES: Further media and public knowledge of the risk of wildfire and what they can do to stop it before it starts. Use new Emergency Services social media tools to promote the month.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

REQUIRED AUTHORIZATIONS:

Fire Marshal's Office	Hershel Lee	Completed	4/27/2012 3:30 PM
Emergency Services	Danny Hobby	Completed	4/27/2012 3:30 PM

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



Proclamation

WHEREAS, Travis County is a diverse and dynamic place to live, work and recreate, with equally diverse ecological environments, the vast appeal of this location has led to extensive growth and development. The result is an ever increasing urban and wild land interface; and

WHEREAS, this provides ideal conditions for severe wildfire risk, as demonstrated by the 2011 historic fires, because of the habitat and prevalent species of plant growth typical for this region; and

WHEREAS, according to the Texas Interagency Coordinating Council, during Fiscal Year 2011, there were 30,537 fires, statewide, that burned 3,993,716 acres in Texas; and

WHEREAS, by applying contemporary fire wise concepts – making basic modifications, as needed, to landscapes and structures, entire communities can drastically reduce the risk of loss from wildfire; and

WHEREAS, although county authority to require such modifications is very limited, public safety personnel can and do work cooperatively with neighbors and raise the awareness of the wild fire hazard and offer simple solutions to mitigate this widespread risk; and

WHEREAS, the key to understanding the dangers of wildfire is through education and awareness, and past experiences have demonstrated that a well-informed and prepared public can take actions to prevent fires from starting.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM THE MONTH OF APRIL 2012 WILDFIRE AWARENESS MONTH AND RECOGNIZE RELATED EVENTS IN TRAVIS COUNTY AND ENCOURAGE ALL RESIDENTS OF TRAVIS COUNTY TO REMEMBER THE 2011 FIRES, BECOME FIRE WISE AND IMPLEMENT NECESSARY CHANGES TO REDUCE THE RISK OF LOSS FROM WILDFIRE.

Signed and entered this 3rd day of April 2012.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By/Phone Number: Prema Gregerson, Assistant County Attorney, 854-9224

Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, Travis County Healthcare District d/b/a Central Health

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive 2011 annual report from Travis County Healthcare District d/b/a Central Health.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This report and affidavit fulfill Central Health's obligation to provide an administrator's report as listed in the Texas Health and Safety Code Chapter 281.092. Central Health delivered a report to each Commissioners Office. See attached memo and annual report for more information.

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.



1111 East Cesar Chavez St.
Austin, Texas 78702
Phone: 512-978-8000
Fax: 512-978-8156
www.centralhealth.net

Dear Friends & Colleagues:

I am pleased to send you a copy of Central Health's fiscal year 2011 Annual Report entitled *Creating Access to Healthcare*. Over the course of the past fiscal year, which ran from October 1, 2010 until September 30, 2011, Central Health made great strides in expanding access to healthcare in Central Texas. This year we have highlighted expanded access in a variety of ways, including access to: *care, our community, information and infrastructure*.

Some of 2011's highlights include:

- Creation of **Sendero Health Plans**, our new Medicaid HMO that will expand our ability to provide access to care for a larger number of Travis County residents in the coming years
- Continued expansion of eligibility for our **Medical Access Program (MAP)** and related services, such as application assistance and our customer service call center
- Significant progress with **Central Health Connection**, our community planning initiative, including the release of our foundational white paper, **Health and Health Care Trends & Innovations in Central Texas**
- Investment in the Integrated Care Collaboration's **ICare 2.0** health information exchange system, which will link 80 percent of physicians and hospitals in a 47 county region, improving quality of care and outcomes for all residents
- Construction of **CommUnityCare North Central**, our new flagship health center, as well as renovations to a number of existing facilities

As always, the report also includes a summary of our annual financial statements of net assets, revenues, expenses and changes in net assets.

If you wish, we can provide additional printed copies of the report by calling (512) 978-8000, or you can download an electronic version at www.centralhealth.net.

We sincerely appreciate your ongoing support and cooperation and look forward to continued success as we create access to healthcare for those who need it most. Please feel free to contact me with any questions.

Sincerely,

Patricia Young Brown,
President & CEO

Rosie Mendoza, C.P.A.
Chairperson

Frank Rodriguez
Vice-Chairperson

Brenda Coleman-Beattie, M.A.
Treasurer

Anthony Haley, J.D.
Secretary

Thomas B. Coopwood M.D.

Clarke Heidrick, J.D.

Katrina Daniel, R.N.

Rebecca Lightsey

Lynne Hudson, R.N.-C, M.P.H.

AFFIDAVIT

STATE OF TEXAS

§

§

§

COUNTY OF TRAVIS

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I, Patricia A. Young Brown, make this affidavit as part of the Travis County Healthcare District's Annual Report for Fiscal Year 2011 and hereby, on oath, state the following:


1. I am President and CEO of the Travis County Healthcare District dba Central Health and serve as the "administrator" as defined by Section 281.026 of the Texas Health and Safety Code.
2. The District's Annual Report for Fiscal Year 2011 reflects all money and choses in action received by the administrator and their disposition.
3. The District's Annual Report contains in detail the operations of the District for Fiscal Year 2011.


 Patricia A. Young Brown

BEFORE ME, the undersigned authority, on this day personally appeared Patricia A. Young Brown and on oath stated the facts stated above are true to the best of her knowledge or belief.

Sworn to and subscribed before me on the 21 day of March 2012.




 Notary Public in and for the State of Texas



Creating Access to Healthcare

2011 Annual Report



OUR SHARED VISION

Central Texas is a model health community.

OUR MISSION

Central Health creates access to healthcare for those who need it most.

OUR GOALS

Access: Increase access to healthcare for residents of Travis County

Technology: Maximize the use of technology community-wide to inform healthcare decisions and delivery

Quality: Strategically invest in practices designed to improve healthcare outcomes

Leadership: Assume a leadership role in convening and planning for the healthcare needs of our community

Read about the access we are providing:

To Care 2
To Our Community 4
To Information 6
To Infrastructure 7
Financials 8



Two years ago, Central Health updated its Mission Statement to emphasize the creation of access to healthcare for those who need it most. We have always worked to ensure those who require medical care are able to receive it, but the overarching concept of “access” has become the driving force behind everything we do.

Our annual report for the 2011 fiscal year, which ran from October 1, 2010 until September 30, 2011, highlights many of the ways we have utilized our existing resources, created new ones, leveraged relationships and stepped up efforts to extend our outreach into the community. As you will see in our data, 2011 was another sterling year for creating ever more access to care.

The reason Central Health exists is to help those without access to medical care obtain that access. As you will see in this report, we continue to succeed in that effort. Total primary care visits, which include medical and behavioral health, saw an increase over the previous year. In short, more Travis County residents are getting the care they need.

We are able to achieve these gains by expanding our network of healthcare providers and increasing services provided through contracts with existing providers, and by forging relationships with new partners. We are also looking beyond the boundaries of traditional healthcare and exploring how we can affect positive change through community planning, medical education and other, more strategic initiatives.

All of these efforts are underpinned by our strategic plan. This is a living, evolving document that summarizes our working goals for the year, and beyond, according to four distinct categories: Access, Technology, Quality, and Leadership. Our entire organization uses the Strategic Plan as the starting point for any new project undertaken, and to help guide us through the ever-changing healthcare environment in Central Texas.

Our intent is to help the Central Texas region reach its potential by ensuring the community is healthy and able to contribute to our progress. We realize this is a wide-reaching goal and will require much planning, collaboration and hard work. Year after year, we are pleased to demonstrate the fruits of our labors with our annual report. We hope you're as pleased as we are with our work in 2011.

Sincerely,



Patricia A Young Brown
President & CEO
Central Health

Access to Care



Our new HMO, Sendero Health Plans, was created to provide access to care for more Central Texans by leveraging State and Federal funding.

www.senderohealth.com

Whenever we discuss Access, particularly with regard to our Mission Statement, our primary meaning is Access to Care.

Our most significant achievement in 2011 to advance our ability to provide care was the creation of **Sendero Health Plans**, our new Health Maintenance Organization (HMO). Prompted by the expected expansion of Medicaid due to the Federal Affordable Care Act, we took action to create Sendero in order to expand our capacity to provide access to care to even more individuals. Ultimately, our goal is to better integrate the care of those we serve, to better leverage State money to generate matching funds from the Federal Government, and expand and enhance our provider network for our entire system. Still in startup mode, the creation of Sendero Health Plans represents a major set of accomplishments for Central Health in 2011.

The gateway to the healthcare services provided by Sendero, as well as other partner agencies and programs, is our **Eligibility Services Department**. This department is responsible for conducting interviews with applicants to determine for which health coverage programs they are eligible. The bulk of these interviews are for our **Medical Access Program (MAP)**, for which we conducted almost 73,000 face-to-face interviews, and processed nearly 9,000 mailed applications and almost 1,700 virtual applications submitted by partner agencies. A new service in 2011 was application assistance for CHIP, CHIP Perinatal, and Medicaid. We helped 1,287 individuals gain access to these programs in FY2011.

For many, the first step of the eligibility process is contacting our **Customer Service Call Center**, where they can receive instruction and advice from a live operator about where to go and who to speak with in order to gain access to care. We can also handle a number of pre-qualification procedures in order to expedite the application process for a number of programs. Over its two full years of operation, our call center has reduced what was once a multi-step, multi-location application process into a simple, single phone call, with almost 100,000 calls handled this year.

Available Coverage Programs



Quickly find out if you might be eligible for MAP or other health coverage programs and learn more about the healthcare services and programs in Central Texas at www.CHeligibility.net



MAP

Medical Access Program

MAP is a local health plan, much like insurance, that provides enrollees access to a limited network of providers and services.



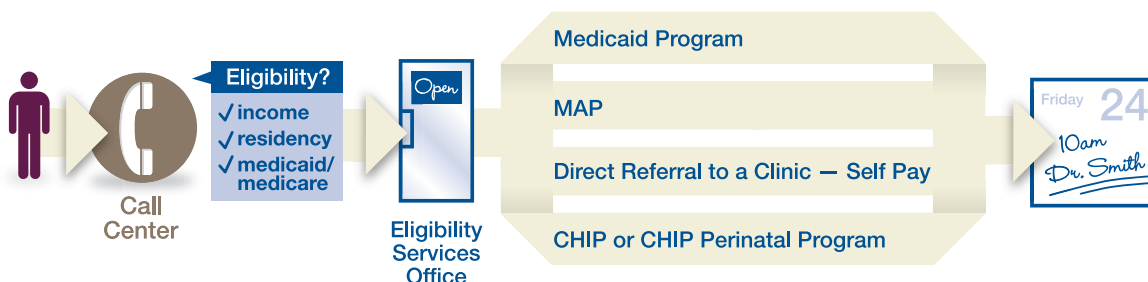
(512) 978-8130

95,676

Number of calls handled by our call center in its second year of operation.

Call Center Path to Coverage

Calls to our call center result in a number of possible outcomes, including coverage in our MAP program, and issuance of a MAP card. Our call center can even refer patients to healthcare providers with available appointments



Network Providers

Central Health purchases primary, specialty, inpatient and other health care services from the following organizations for eligible residents.

Primary and Specialty Care

- CommUnityCare
- El Buen Samaritano Episcopal Mission
- People's Community Clinic
- Lone Star Circle of Care
- Brackenridge Specialty Clinic
- Project Access
- Volunteer Healthcare Clinic
- Blackstock Family Health Center
- Paul Bass Internal Medicine

Urgent Care

- NextCare Urgent Care

Dental Care

- Capital Area Dental Foundation

Mental Health Care

- Seton Shoal Creek Hospital
- Austin Travis County Integral Care
- Austin Lakes Hospital
- SIMS Foundation

Hospital Care

- University Medical Center Brackenridge
- Dell Children's Medical Center of Central Texas
- St. David's Medical Center

Navigation Services

- United Way Capital Area

Other Healthcare Partners

- Children's Optimal Health
- Integrated Care Collaboration
- MedImpact Healthcare Systems
- insure.a.kid

Central Health relies on a network of Central Texas healthcare providers, from large clinic systems to individual specialists. These relationships are beneficial to the entire Central Texas community; we provide patients and funding to those providers, and they in turn provide care to people who need it, ensuring they are able to be productive members of the community. **CommUnityCare**, our affiliated network of Federally Qualified Health Centers, remains the largest provider of healthcare services for those we provide coverage or assistance, with approximately 80% of all primary care visits funded by Central Health.

This past year, we expanded contracts with existing providers, including Lone Star Community Clinic (\$1.7M), People's Community Clinic (\$.3M), El Buen Samaritano (\$.5M), Blackstock Family Health Center (\$.1M), NextCare Urgent Care (\$100,000) and SIMS Foundation (\$65,000). We also provided \$1.7M to Austin Travis County Integral Care (ATCIC) to provide respite care and inpatient hospital services to individuals with severe mental illness. Expansion to Dental Services included a multi-partner collaboration through the Ben White Dental Clinic, creating capacity for 2,900 patients, or 5,900 annual visits. We also implemented a new pilot program with Capital Area Dental Foundation, which provides for 440 dental visits annually, or approximately 160 new patients.

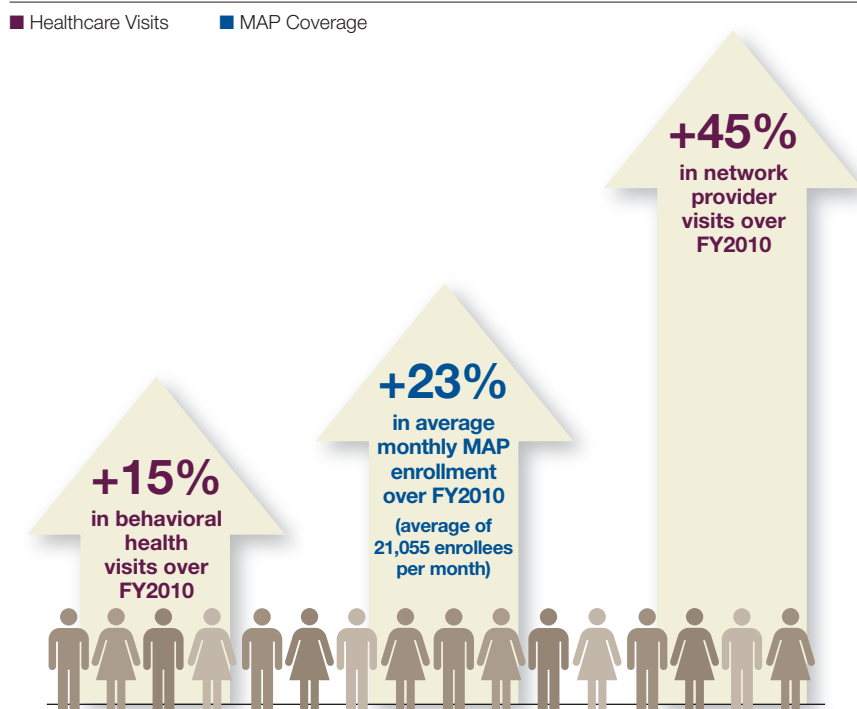


CommUnityCare

CommUnityCare is a nonprofit 501(c) (3) corporation affiliated with Central Health that provides comprehensive primary care health services to the medically underserved at 21 health center locations in Travis County.

www.communitycaretx.org

FY2011 Central Health-Funded Service and Enrollment Increases



Access to Our Community

Working with our partners in healthcare, business and the community, Central Health has taken the initiative in generating dialogue among vested groups to bring needed focus not just to healthcare, but prevention and wellness, for the benefit of the entire Central Texas community.

One focus of our community outreach in 2011 was the southeast corner of Austin, which is traditionally one of the most underserved in the region. To begin the process of better understanding this community and its needs, we launched a multi-month community engagement program, consisting of numerous public meetings and forums, as well as surveys.



Community Outreach

Members of the Southeast Austin community met in August to discuss their vision for a healthier Austin and make plans to implement those ideas.

We also worked to create long-term, regional health solutions. Two years ago we initiated a community planning initiative called **Central Health Connection**. The intent of Central Health Connection is to engage Central Texans to work with us, and one another, to envision and create a model healthy community. In 2011 we began work on the second phase, which we called our **Leader Dialogue**. We went straight to our community stakeholders, from elected officials and business executives, to educators and social service organization leaders, and convened various discussions on the health of Central Texas.

In conjunction with one-on-one interviews with these individuals, we used the community feedback generated in earlier

phases of the project to develop a foundational white paper entitled **Health and Health Care Trends & Innovations in Central Texas**. This white paper, released at the end of the fiscal year, describes the state of healthcare in Central Texas and what we are doing at this time to sustain and improve it over the long term. This document will serve as the basis for all work conducted by this initiative through its eventual completion. You can read a summary of the high points at right.

Interest in these efforts, and especially direct input and ideas, is essential to its success. Please join the discussion online by visiting our Web site at www.centralhealthconnection.net, or following us on LinkedIn, Twitter or Facebook.



www.facebook.com/CentralHealthConnection



twitter.com/CentralHealthTX



www.linkedin.com/company/central-health-connection



CENTRAL HEALTH CONNECTION
Join a Healthy Conversation

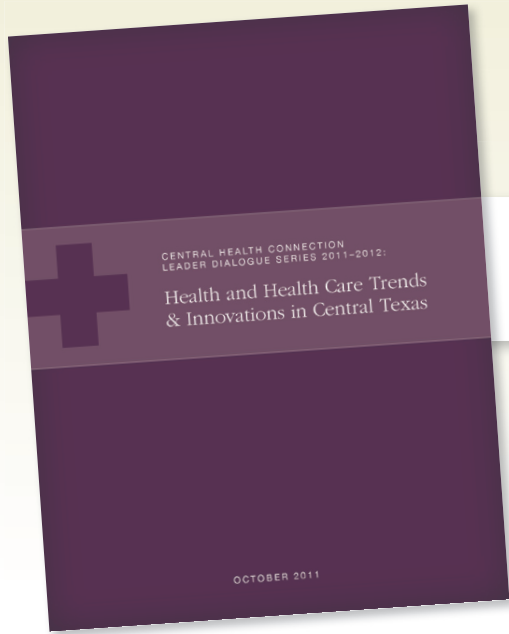
Central Health Connection

is a multi-phase community planning initiative to learn more about the community's healthcare needs, and plan to meet those needs. Join the conversation at:

www.centralhealthconnection.net



CENTRAL HEALTH
CONNECTION



White Paper: **Health and Health Care Trends & Innovations in Central Texas**

Five key trends influencing the health of Central Texas residents:

1. **The workforce and population demographics are changing and growing more diverse.**
2. **The rise in chronic disease and health disparities is reducing worker productivity.**
3. **Community infrastructure and resources are critical to health and lagging behind regional growth.**
4. **Access to health insurance and quality, affordable health care is insufficient.**
5. **Provider shortages and misaligned incentives are hindering access to care resulting in inefficient health care spending.**

Read the complete white paper online at www.centralhealthconnection.net

Central Health's participation in collaborative regional planning initiatives continued to expand in 2011. We served and continue to serve as a key partner in the **Community Health Assessment/Community Health Improvement Plan (CHA/CHIP)**, in collaboration with numerous other organizations and individuals in the community. This effort aims to engage the community to better understand healthcare disparities and better understand needs, and to allow leaders to respond to those needs and establish priorities. Other partners include:

- Austin/Travis County Health and Human Services Department (City of Austin)
- Seton Healthcare Family
- St. David's Foundation
- Travis County Health and Human Services & Veterans Services (Travis County)
- UT School of Public Health

We also initiated development of the **Regional Healthcare Coverage Coalition** in partnership with insure.a.kid, and participated in the **Capital Texas Dental Collaborative**, a dental strategic planning initiative created to improve access to dental services in Central Texas.

Community Health Assessment/Community Health Improvement Plan

Central Health has partnered with organizations to better understand healthcare disparities and needs, and to help leaders establish priorities to serve those needs.

Access to Information



iCare's Reach

iCare 2.0, launched in September 2011, will ultimately connect 80% of physicians and hospitals within a 47 county region. Its members include Seton, People's Community Clinic, CommUnityCare, Lone Star Circle of Care, St. David's, and Austin Travis County Integral Care

iCare contains the following data:

- All medical record numbers
- Patient information & demographics
- Treatment location and type of service
- Attending physician or other medical practitioner
- Medications, diagnoses, orders (ICD9 and CPT4 codes and descriptions)
- Funding programs
- Authorization dates & locations

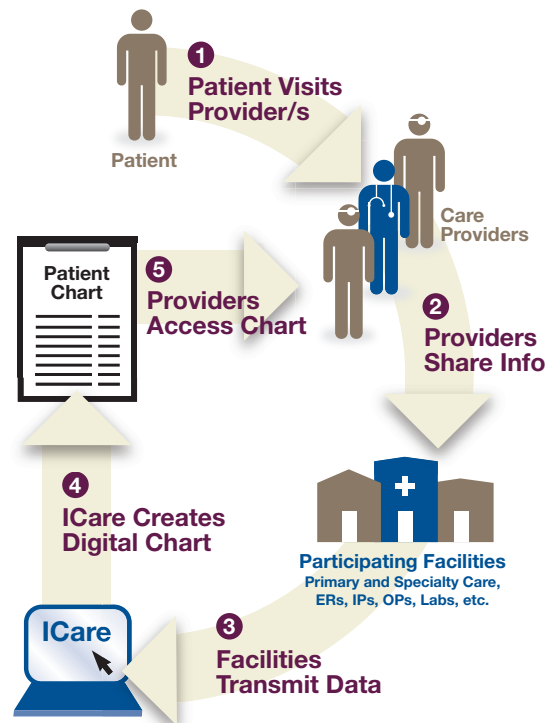
Although Central Health is at the leading edge of a number of healthcare initiatives in Central Texas, we are also supporting a number of ventures to improve the overall health of the community. These collaborations help us to remain on the leading edge of new ideas and innovations.

One of the most important projects we have supported is the **Integrated Care Collaboration's iCare health information exchange (HIE)** system. iCare allows for the exchange of detailed patient information and history, lab orders, prescription history, and facilitates a strong continuum of care among all providers who participate in the system and who may see an individual patient.

The iCare system is a cutting edge tool that will expand the ability of all providers, not just those associated directly with Central Health, to provide better care with greater efficiency and less cost for all patients. We view our participation in the ICC and iCare as an investment in the community that benefits every resident of its service area by making data accessible to the entire regional healthcare network.

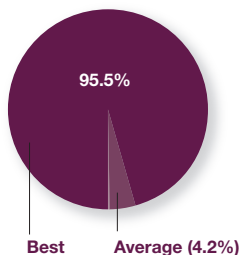
With a \$1 million investment in iCare 2.0, Central Health has further established its commitment to leading the way with the advancement of innovative tools and practices to better the care for all.

As a focus of our **community surveys**, we are also working harder to listen to the opinions and feedback from those we serve. We believe the status quo is not the standard to which we should be aspiring and are committed to listening to the community and addressing any problems or inefficiencies that might exist anywhere in the system. This past year we initiated a satisfaction survey with our clients regarding our ability to respond to their questions about healthcare services. In its second full year of operation, our call center received a 99 percent satisfaction rate from the 400 MAP enrollees polled. We are already working with this information to better respond to the needs of the community and to more effectively keep our stakeholders and those who maintain interest in the community abreast of the work we are doing.



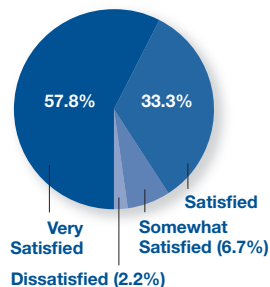
Call Center Satisfaction Survey

"What was your overall impression of our service?"



MAP Enrollee Satisfaction Survey

"How was the care you received through MAP?"



Access to Infrastructure

Ultimately, our goal is to have a health-care infrastructure that serves our community well. We design and maintain the infrastructure for a network of 21 health centers around Travis County operated by our partner CommUnityCare. This past year we completed construction of the first brand new health center: **CommUnityCare North Central**, located at Braker Lane and Parkfield Drive. This health center is a hub facility designed to provide comprehensive health care to a large population of patients with a variety of service offerings.



New North Central Health Center Facility Open

CommUnityCare North Central is divided into six distinct clinics: Women's Health, Family Medicine, Pediatrics, Internal Medicine, Specialties, and Dental. It's ultimately designed to accommodate 20,000 patients and more than 53,000 visits per year.

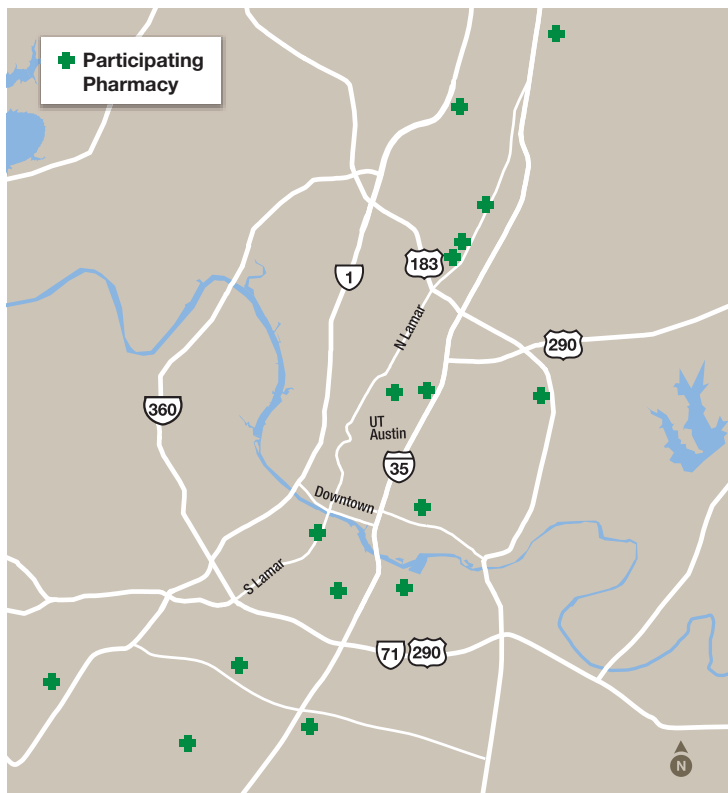
Additionally, we undertook renovations and expansions to existing health center facilities, doubling capacity to a total of 4,000 visits per year at **CommUnityCare William Cannon**, and adding capacity for an additional 2,700 patients and 7,000 visits per year at **CommUnityCare South Austin**. The **Red River Health Center** was relocated to the Hancock Center at Red River and 41st Streets, providing walk-in care seven days a week. Finally, we purchased the **Veterans Affairs Austin Outpatient Clinic** in South Austin,

which will be renovated after the completion of their new facility in early 2013. After the renovation, the 70,000 square foot facility will serve approximately 20,000 patients per year.

Enhancing convenience for our MAP enrollees' prescription services was also a goal in 2011. Through cooperation with H-E-B and several area pharmacies, we have both **simplified and expanded our pharmacy network**, another important piece of healthcare infrastructure. Patients now have the ability to take their prescription to whichever of the pharmacies in the network is most convenient for them.

Pharmacy Access

Our expanded network of pharmacy locations serves people throughout the county.



September 30, 2011

Statement of Net Assets

	Primary Government Governmental Activities	Component Unit CommUnityCare	Component Unit Sendero
ASSETS			
Current Assets			
Cash and cash equivalents	\$ 24,811	\$ 8,989,879	\$ 200,000
Restricted cash and cash equivalents	55,682	-	1,500,000
Short-term investments	117,255,536	-	-
Ad valorem taxes receivable, net of allowance for uncollectible taxes of \$103,866	357,919	-	-
Accounts receivables	-	3,147,571	-
Grants Receivables	1,382,691	1,458,317	-
Other receivables	4,472,028	-	-
Inventory	-	231,945	-
Prepaid expenses	111,078	296,792	-
Total Current Assets	\$ 123,659,745	\$ 14,124,504	\$ 1,700,000
Noncurrent Assets			
Deferred issuance cost	232,409	-	-
Investments restricted for capital acquisition	9,221,960	-	-
Long-term receivables	-	-	-
Working capital advance to CommUnityCare	4,000,000	-	-
Sendero paid-in capital	1,500,000	-	-
Capital Assets	-	-	-
Land	10,345,124	-	-
Buildings and improvements	91,529,328	100,943	-
Equipment and furniture	3,091,089	420,282	-
Construction in progress	25,587,632	59,666	-
Less accumulated depreciation	(14,426,518)	(95,347)	-
Total Capital Assets Net	116,126,655	485,544	-
Total Non-Current Assets	131,081,024	485,544	-
TOTAL ASSETS	\$ 254,740,769	\$ 14,610,048	\$ 1,700,000
LIABILITIES			
Current Liabilities			
Accounts payable	4,354,293	1,393,533	-
Salaries and benefits payable	522,759	2,941,870	-
Accrued Interest	88,102	-	-
Due to other governments	81,154	-	-
Deferred Revenue	-	166,790	-
Other accrued liabilities	-	877,706	-
Retainage payable	623,497	-	-
Certificates of obligation	930,000	-	-
Due to Travis Co Health Care District	-	3,342,377	-
Total current liabilities	\$ 6,599,805	\$ 8,722,276	\$ 0
Noncurrent liabilities			
Certificates of obligation	15,070,000	-	-
Due to Travis Co Health Care District	-	4,000,000	-
Total noncurrent liabilities	15,070,000	4,000,000	0
Total liabilities	\$ 21,669,805	\$ 12,722,276	\$ 0
NET ASSETS			
Investment in capital assets net of related debt	100,359,064	-	-
Restricted for capital acquisition	5,786,416	-	-
Restricted for HMO	-	-	1,500,000
Unrestricted	126,925,484	1,887,772	200,000
TOTAL NET ASSETS	\$ 233,070,964	\$ 1,887,772	\$ 1,700,000

The notes to the financial statements are an integral part of these statements and can be found online at http://centralhealth.net/finances_and_funding.html

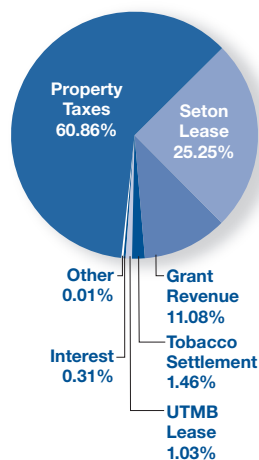
September 30, 2011

Statement of Revenues, Expenses, and Changes in Net Assets

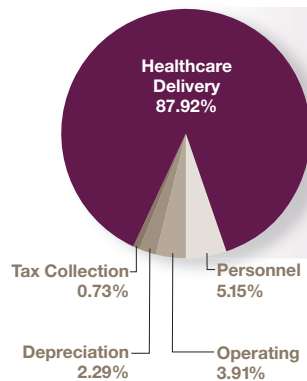
	Primary Government Governmental Activities	Component Unit CommUnityCare	Component Unit Sendero	Combined Totals
Operating revenues:				
Lease revenue - additional rent	28,439,915	-	-	28,439,915
Lease revenue - base rent	1,155,396	-	-	1,155,396
Patient service revenue		16,578,149	-	16,578,149
Grant revenue	12,482,155	6,886,560	-	19,368,715
Revenue received from Travis Co. Healthcare District		34,396,928	1,700,000	36,096,928
Total Operating revenues:	\$ 42,077,466	\$ 57,861,637	\$ 1,700,000	\$ 101,639,103
Operating expenses:				
Health care delivery	94,391,804	16,510,858	-	110,902,662
Salaries and benefits	5,526,007	37,585,188	-	43,111,195
Other purchased goods and services	4,203,236	2,821,652	-	7,024,888
Depreciation	2,456,334	64,128	-	2,520,462
Total Operating expenses:	106,577,381	56,981,826	0	163,559,207
OPERATING INCOME (LOSS)	\$ (64,499,915)	\$ 879,811	\$ 1,700,000	\$ (61,920,104)
Nonoperating revenues (expenses):				
Ad valorem tax revenue	68,533,623	-	-	68,533,623
Tax assessment and collection expense	(788,431)	-	-	(788,431)
Tobacco settlement revenue, net	1,641,354	-	-	1,641,354
Investment income	387,549	-	-	387,549
Interest expense	(42,532)	-	-	(42,532)
Other revenue	16,343	4,781	-	21,124
Total Nonoperating revenues (expenses):	69,747,906	4,781	0	69,752,687
Changes in net assets	5,247,991	884,592	1,700,000	7,832,583
Total net assets - beginning of year	227,822,973	1,003,180		228,826,153
TOTAL NET ASSETS—END OF YEAR	\$ 233,070,964	\$ 1,887,772	\$ 1,700,000	\$ 236,658,736

The notes to the financial statements are an integral part of these statements and can be found online at http://centralhealth.net/finances_and_funding.html

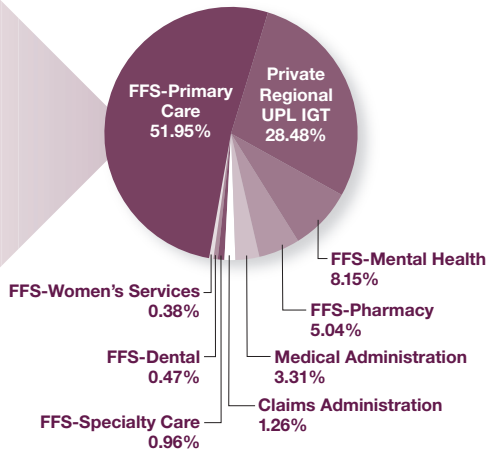
REVENUES



EXPENSES



HEALTHCARE EXPENSES





CENTRAL HEALTH

1111 East Cesar Chavez Street
Austin, Texas 78702
www.centralhealth.net

2011 Central Health Board of Managers



Thomas B. Coopwood, M.D., Chairperson



Rosie Mendoza, C.P.A., Vice-Chairperson



Frank Rodriguez, Treasurer



Brenda Coleman-Beattie, M.A., Secretary



Lynne Hudson, R.N.-C, M.P.H.



Clarke Heidrick, J.D.



Anthony Haley, J.D.



Katrina Daniel, R.N.



Rebecca Lightsey



Patricia A Young Brown, C.P.A., President & CEO



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 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:

Leslie Browder – Planning and Budget Office, (512)854-9106

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

4/3/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9891	Reserves	CAR Reserves		\$ 19,460	1
		001	9006	822	3001	ITS	Office Equip,Furn,&Supp	\$ 11,590		
		001	9006	822	3002	ITS	Software	\$ 6,720		
		001	9006	822	6099	ITS	Other Purchased Serv.	\$ 1,150		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

March 27, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen Gipson".

Re: MHPDO Replacement Computers

Several replacement computers for the Mental Health Public Defender's Office were inadvertently left off the FY12 Computer Replacement list and were not budgeted. The department is requesting funding from the Capital Acquisitions Reserve for these replacements as their current computers are quite slow and replacement cannot wait until FY13. PBO concurs with this request and recommends approval of the transfer of \$19,460 from the CAR Reserve. Please contact me at 854-9346 if you have any questions.

CC: Roger Jefferies, County Executive for Justice & Public Safety
Jeanette Kinard, Mental Health Public Defender
Sheryl Holder, ITS
Tonya Mills, Criminal Justice Planning
Cory Cameron, Criminal Justice Planning
Leroy Nellis, PBO
Leslie Browder, PBO



JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, County Executive
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

**Criminal Justice
Planning**
Roger W. Jefferies
(512) 854-4415

**Counseling &
Education Services**
Caryl Colburn
(512) 854-9540

**Juvenile Public
Defender**
Kameron D. Johnson
(512) 854-4128

MEMORANDUM

To: Katie Pertersen-Gipson, Planning & Budget Office

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: March 26, 2012

Subject: MHPDO Replacement Computers

Criminal Justice Planning is requesting Commissioners Court approval to transfer \$19,460 (BA# 31869) from reserves to ITS on behalf of the Mental Health Public Defenders Office for replacement computers which were omitted from the FY12 ITS budget submission. These computers are old and have become problematic, causing productivity issues for the Social Workers and Attorneys in the office. All of the machines meet the criteria for replacement based on the guidelines provided by ITS. This transfer will cover all costs associated (hardware, software, installation) for the replacement of 4 notebook computers and 3 desktop computers.

Respectfully,

Roger Jefferies
County Executive
Justice and Public Safety Division

TRAVIS COUNTY

FY 12 Budget Personal Computer Inventory and Replacement Request

Department: Mental Health Public Defender

Seq	CPU Tag No.	Equipment Type	Dept/Div	Building/ Room No.	Replace Yes or No	Equipment Amount	PC Installation Costs	Recycle Costs	Total Central Line Item Amount	Comments
1	148162	Notebook Workstation-		Post Rd 200	Yes	2,300	165	60	2,525	
2	148163	Notebook Workstation-		Post Rd 200	Yes	2,300	165	60	2,525	
3	148164	Notebook Workstation-		Post Rd 200	Yes	2,300	165	60	2,525	
4	148165	Notebook Workstation-		Post Rd 200	Yes	2,300	165	60	2,525	
5	148166	Notebook Workstation-		Post Rd 200	Yes	2,300	165	60	2,525	
6	148167	Notebook Workstation-		Post Rd 200	Yes	2,300	165	60	2,525	
7	148168	Notebook Workstation-		Post Rd 200	Yes	2,300	165	60	2,525	
8	148245	PC-		Post Rd 200	Yes	1,300	165	60	1,525	
9	148246	PC-		Post Rd 200	Yes	1,300	165	60	1,525	
10	148249	PC-		Post Rd 200	Yes	1,300	165	60	1,525	
11	148239	PC-		Post Rd 200	Yes	1,300	165	60	1,525	
12						0	0	0	0	
13						0	0	0	0	
14						0	0	0	0	
15						0	0	0	0	
16						0	0	0	0	
17						0	0	0	0	
18						0	0	0	0	
19						0	0	0	0	
20						0	0	0	0	
21						0	0	0	0	
22						0	0	0	0	
23						0	0	0	0	
24						0	0	0	0	
25						0	0	0	0	
26						0	0	0	0	
27						0	0	0	0	
28						0	0	0	0	
29						0	0	0	0	
30						0	0	0	0	
31						0	0	0	0	
32						0	0	0	0	
33						0	0	0	0	
34						0	0	0	0	
35						0	0	0	0	
36						0	0	0	0	
37						0	0	0	0	
38						0	0	0	0	
39						0	0	0	0	
40						0	0	0	0	
41						0	0	0	0	
42						0	0	0	0	
43						0	0	0	0	
44						0	0	0	0	
45						0	0	0	0	
46						0	0	0	0	

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TRAVIS COUNTY										
FY 12 Budget Personal Computer Inventory and Replacement Request										
Department: Mental Health Public Defender										
Seq	CPU Tag No.	Equipment Type	Dept/Div	Building/ Room No.	Replace Yes or No	Equipment Amount	PC Installation Costs	Recycle Costs	Total Central Line Item Amount	Comments
47						0	0	0	0	
48						0	0	0	0	
49						0	0	0	0	
50						0	0	0	0	
						21,300	1,815	660	23,775	

F

Budget Adjustment: 31869

Fyr_ Budget Type: 2012-Reg
 PBO Category: Amendment
 Just: Other

Author: 12 - HOLDER, SHERYL
 Court Date: Tuesday, Apr 3 2012

Created: 3/26/2012 9:51:04 AM
 Dept: RESERVES

Transfer necessary to fund the cost of computers in the CJP Mental Health Public Defender division that are eligible to be replaced for FY12.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			19,460
				19,460
To Account		Project		Amount
001-9006-822-3001	OFFICE EQUIP,FURN, & SUPP			11,590
001-9006-822-3002	SOFTWARE			6,720
001-9006-822-6099	OTHER PURCHASED SERVICES			1,150
				19,460

Approvals	Dept	Approved By	Date Approved
Originator	12	SHERYL HOLDER	3/26/2012 9:51:12 AM
DepOffice	12	RANDALL LOTT	3/26/2012 12:45:33 PM
DepOfficeTo	12	RANDALL LOTT	3/26/2012 12:45:50 PM

Randy Nellis 3/27/12

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
\$22,585	Various	3/12/12	Cancelled Purchase Orders
(\$2,600,000)	Facilities	3/20/12	Property Purchase from Housing Authority
(\$5,100)	Facilities	3/20/12	Property Purchase from Housing Authority
(\$7,500)	Historical Commission	3/27/12	National Park Service grant match
\$99,176	Various	3/23/12	Cancelled Purchase Orders
\$10,451,694	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$750,000)	TNR - Landfill

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

(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage
(\$55,208)	TNR - TXI Environmental Monitoring
(\$18,767)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$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)

\$1,562,055 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 Cemetery
(\$5,628)	Comm. Pct. 1	2/28/12	Intel Reader, CCTV and Magnifier
(\$63,850)	ITS	3/20/12	IT Related Improvements at Granger Bldg.
\$43,138	TNR	3/23/12	Cancelled Purchase Order
\$952,106 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)	

\$455,101 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 (\$584,694)	ITS	3/7/12	Beginning Balance JP Case Management System
\$4,115,306 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			

* Reserved for MHMR

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

Amount	Dept Transferred Into	Date	Explanation
\$640,000 (\$245,000)	EMS	11/15/11	Beginning Balance 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			

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			

12



Travis County Commissioners Court Agenda Request

Meeting Date: 04/03/2012, 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:

Approve amendment to Fiscal Year 2012 agreement with the Office of the Governor, Criminal Justice Division, to include generated program income from the 2nd quarter in the budget for the Drug Diversion Court Program managed by Pretrial Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

There is one item in this week's grants agenda packet. Item A amends the budget for the Drug Diversion Court program to include program income generated in the first quarter of FY12. The grantor has requested that this action be taken at each fiscal quarter. There are no programmatic changes to the grant.

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:

There are no fiscal changes beyond amending the original budget of the Drug Diversion Court grant.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

TRAVIS COUNTY

4/3/2012

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 #
Contracts											
A	42 Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$7,930	\$0	\$140,632	1.00	R	MC	11

* 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
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
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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
47	Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11-09/19/11	\$38,605	\$12,868	\$0	\$0	\$51,473	-	3/13/2012
47	Fire Mitigation Assistance Grant Pedernales #2959	09/04/11-09/19/11	\$333,005	\$111,002	\$0	\$0	\$444,007	-	3/13/2012
47	Fire Mitigation Assistance Grant Steiner #2960	09/04/11-09/19/11	\$385,016	\$128,339	\$0	\$0	\$513,355	-	3/13/2012
21	Electronic Disposition Reporting	04/15/12-08/31/12	\$35,637	\$0	\$0	\$0	\$35,637	-	3/20/2012
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12-08/31/14	\$200,775	\$66,925	\$0	\$0	\$267,700	-	3/20/2012
58	Parenting In Recovery*	09/30/11-09/29/12	\$583,843	\$62,818	\$80,000	\$52,212	\$778,873	1.00	3/20/2012
45	Residential Substance Abuse Treatment (RSAT) Program	10/01/12-09/30/13	\$143,743	\$47,914	\$0	\$0	\$191,657	1.75	3/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Trama Informed Assessment and Response Program*	09/01/12 08/31/13	\$192,666.00	\$0.00	\$0	\$0	\$192,666.00	0.50	3/27/2012
45	Travis County Eagle Resource Project*	09/01/12 08/31/13	\$31,926.00	\$0.00	\$0	\$0	\$31,926.00	-	3/27/2012

*Amended from original agreement.

\$10,114,467 \$861,657 \$4,054,579 \$197,506 \$15,228,209 54.16

**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 (SVC)	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
37	TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	\$18,102	\$6,100	\$0	\$0	\$24,202		3/13/2012
37	2009 COPS LE Technology Grant*	03/11/12 09/10/12	\$300,000	\$0	\$0	\$0	\$300,000		3/13/2012
49	LIRAP Local Initiative Projects (LIP)*	05/06/08 08/31/13	\$1,688,163	\$0	\$0	\$0	\$1,688,163	-	3/20/2012
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011- 9/30/2013	\$7,500	\$0	\$7,500	\$0	\$15,000	-	3/27/2012
58	Coming of Age (CNCS)	4/1/2012- 3/31/2013	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	3/27/2012
			\$27,718,286	\$601,435	\$59,249	\$313,024	\$28,691,994	32.41	

*Amended from original agreement.

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
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	1.00	6/30/2012	3/20/2012	N/A	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	5/31/2012	3/27/2012	N/A	No
Totals			\$102,784	\$102,784	\$380,568	10.00				

*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

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		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 TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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 type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Pretrial Services-Drug Court #4220	
Contact Person/Title:	Rosie Ramon-Duran	
Phone Number:	854-7601	

Grant Title:	Drug Diversion Court			
Grant Period:	From:	9/01/2011	To:	8/31/2012
Grantor:	Office of the Governor Criminal Justice Division			
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:				
Originating Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>	
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$59,738	\$0	\$0	\$0	\$59,738
Operating:	70,362	0	7,930	0	\$78,292
Capital Equipment:	0	0	0	0	0
Indirect Costs:	2,602	0	0	0	2,602
Total:	\$132,702	\$0	\$7,930	\$0	\$140,632
FTEs:	1	0	0	0	1

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

Department	Review	Staff Initials	Comments
County Auditor	X	RP	
County Attorney	X	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		11/30/11	2/29/12	5/31/12	8/31/12	
Applicable Depart. Measures						
# of people assessed for eligibility to participate in the program.	400	118	146	312 proj.	400 proj.	400

# of new enrollments in the program.	250	64	119	187 proj.	250 proj.	250
# of participants that have graduated from the program.	100	35	57	81 proj.	100 proj.	100
Measures For Grant						
Provide intensive case management for African American participants and dually diagnosed participants	60	64	64	60	60	60
Outcome Impact Description						
On a monthly basis, at least 40 African American participants will receive treatment and counseling services while prosecution is deferred.	40	48	45	40	40	40
Outcome Impact Description						
On a monthly basis, at least 20 dually diagnosed participants will receive treatment and counseling services while prosecution is deferred.	20	23	19	20	20	20
Outcome Impact Description						

PBO Recommendation:

This is amending the budget for the Drug Diversion Court of the second quarter of FY 2012 to include program income. The Office of the Governor, Criminal Justice Division has requested that Travis County include this income on a quarterly basis. PBO recommends approval.

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

The Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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

A County match is not required.

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

Yes, this grant allows 2% indirect cost reimbursement.

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

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court program is not a new program. We are seeking to enhance services for the two specific target populations.

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 ongoing grant will allow the Drug Court program to continue to serve two specific populations in need of drug treatment services. A specialized population of up to 40 African American offenders will continue to receive intensive case management and treatment coordination services from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 20 dually diagnosed individuals will continue to receive intensive case management services from Austin Travis County Integral Care (MHMR). It should be noted that the grant request for FY12 has been reduced from the FY11 request by slightly lowering the size of the grant funded specialized caseloads. The Drug Court Program does not plan to reduce the overall static capacity. Instead, appropriate target participants will be absorbed into other Drug Court Program caseloads.

[Print This Page](#)

Agency Name: Travis County

Grant/App: 1604311 Start Date: 9/1/2011 End Date: 8/31/2012

Project Title: Drug Diversion Court

Status: Pending Grantee Certification

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Indirect Costs at 2%	\$2,602.00	\$0.00	\$0.00	\$0.00	\$2,602.00	0
Personnel	Counselor and/or Therapist (licensed)	Chemical Dependency Counselor to provide direct services to project participants.	\$59,738.00	\$0.00	\$0.00	\$0.00	\$59,738.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Drug Testing Kits - Urine Analysis kits for drug testing clients: 60 grant clients x 52 PassPoint screenings (weekly) = 3,120 screenings x 25% test positive = 780 UA kits x \$5.60 per kit.	\$4,368.00	\$0.00	\$0.00	\$0.00	\$4,368.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contract with Austin Travis County Integral Care (ATCIC)	\$39,998.00	\$0.00	\$0.00	\$7,930.00	\$47,928.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Contract with Clean Investments	\$25,996.00	\$0.00	\$0.00	\$0.00	\$25,996.00	0

You are logged in as **User Name:** ramondr



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

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

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *LB*

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 \$718,070.63, for the period of March 16 to March 22, 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 \$718,070.63.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$718,070.63

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: April 3, 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: March 16, 2012 to March 22, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$718,070.63

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 \$718,070.63.

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
MARCH 16, 2012 TO MARCH 22, 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: April 3, 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: March 16, 2012
 TO: March 22, 2012

REIMBURSEMENT REQUESTED: \$ 718,070.63

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,374,966.34
bank withdrawal correction	\$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 27, 2012	\$	(654,180.98)
	\$	-
October 5, 2010 adj	\$	135.10
Adjust to balance per UHC	\$	0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	718,070.63
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	718,070.63

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

All claims over \$25,000 (4 this week totaling \$147,348.72) 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 (\$87,072.83) 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 (\$9,672.62).

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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

Diane Blankenship 3/23/12
 Diane Blankenship, Director, HRMD Date

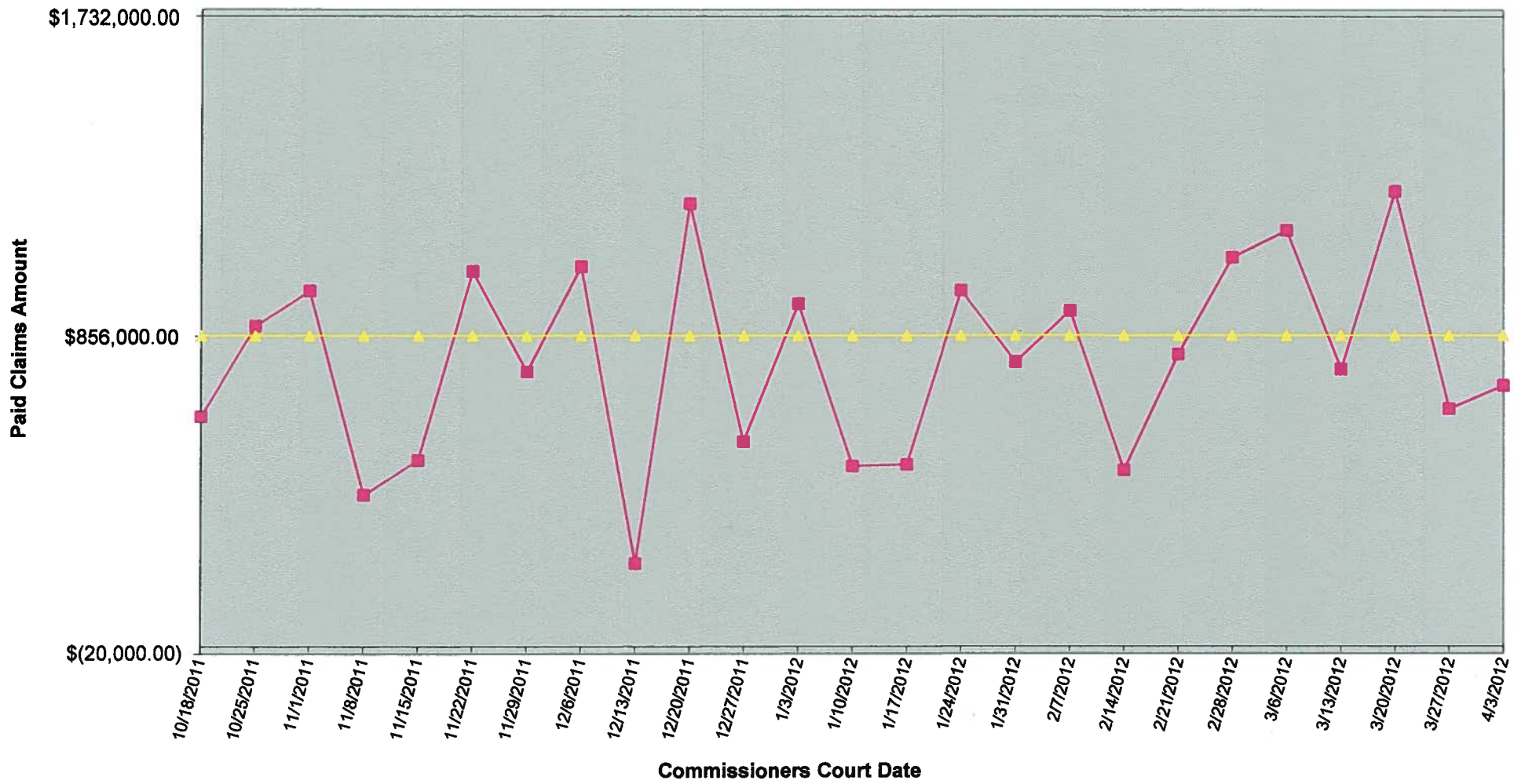
Dan Mansour 3-23-2012
 Dan Mansour, Risk Manager Date

unavailable
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 3/23/12
 Norman McRee, Financial Analyst Date

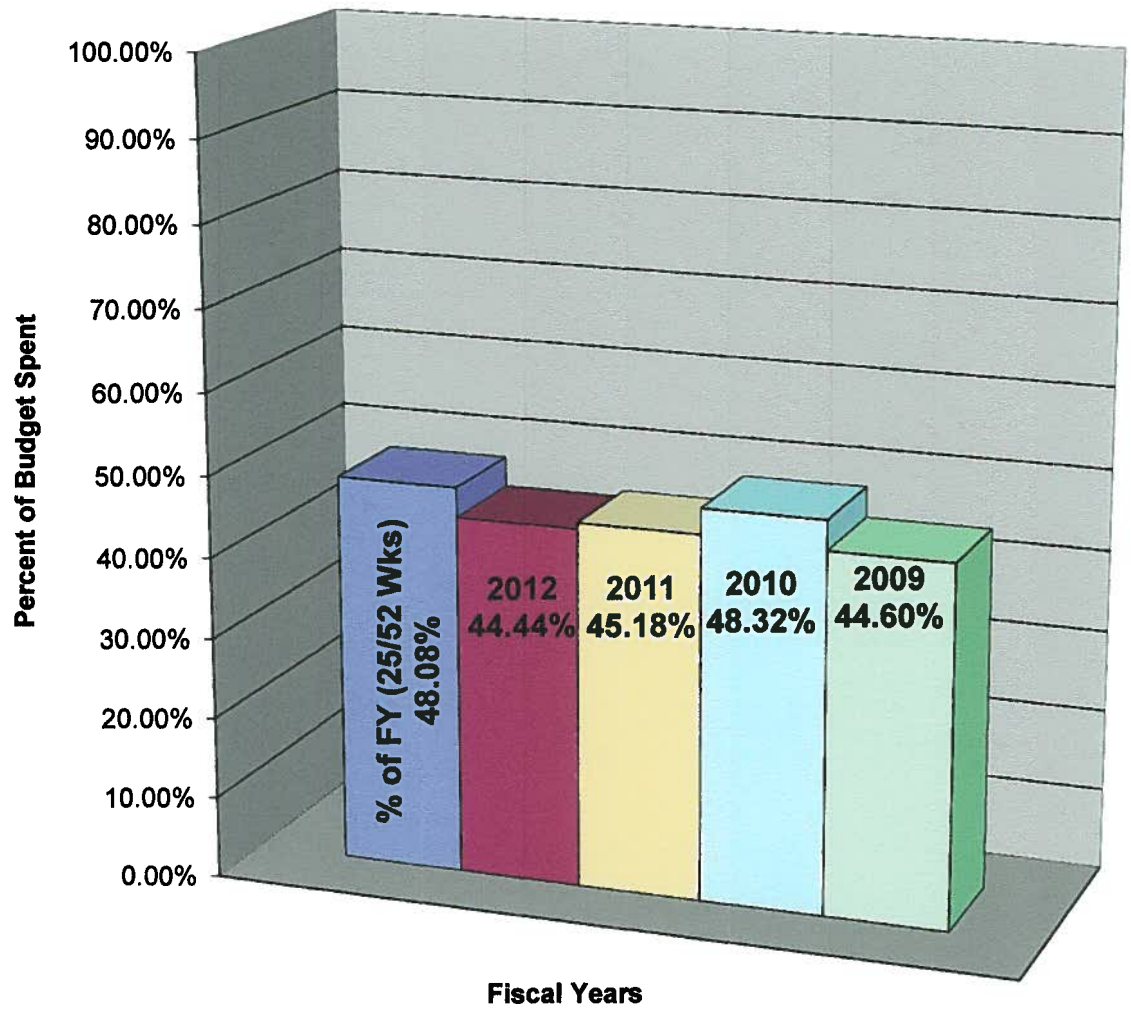
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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



2

Comparison of Claims to FY Budgets Week 25



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Norman McRee

From: SIFS FAX@UHC.COM
Sent: Friday, March 23, 2012 6:54 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

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: 2012-03-23 REQUEST AMOUNT: \$1,374,966.34

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: 2012-03-22	\$1,326,180.39
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,341,860.61</u>
+ CURRENT DAY NET CHARGE:	\$33,105.73
+ FUNDING ADJUSTMENTS:	<u>\$00.00</u>
REQUEST AMOUNT:	\$1,374,966.34

ACTIVITY FOR WORK DAY: 2012-03-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$104,219.79	\$00.00	\$104,219.79
TOTAL:	\$104,219.79	\$00.00	\$104,219.79

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_03_22

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	10817149	AH		1	3/19/2012	100	3/21/2012	3/22/2012
701254	632	\$ 0.01	QG	10817149	AH		1	3/19/2012	100	3/21/2012	3/22/2012
701254	632	\$ 0.01	QG	10817149	AH		8	3/19/2012	100	3/21/2012	3/22/2012
701254	632	\$ 0.01	QG	1761219	AH		1	3/19/2012	100	3/21/2012	3/22/2012
701254	632	\$ 0.01	QG	10817149	AA		1	3/19/2012	100	3/21/2012	3/22/2012
701254	632	\$ 0.01	QG	10817149	AA		8	3/19/2012	100	3/21/2012	3/22/2012
701254	632	\$ 0.01	QG	10817149	AE		6	3/19/2012	100	3/21/2012	3/22/2012
701254	632	\$ (0.04)	RI	21180510	AI		3	3/17/2012	50	3/23/2012	3/22/2012
709445	5972	\$ (7.02)	QG	20643864	AE		1	3/18/2012	50	3/23/2012	3/22/2012
701254	632	\$ (15.51)	RH	52657360	AI		3	3/13/2012	50	3/19/2012	3/22/2012
701254	632	\$ (22.80)	QG	90503145	AH		6	3/15/2012	50	3/21/2012	3/22/2012
701254	632	\$ (31.71)	QG	90712293	A		3	3/15/2012	50	3/21/2012	3/22/2012
701254	632	\$ (43.40)	QG	90503145	AH		6	3/15/2012	50	3/21/2012	3/22/2012
701254	632	\$ (141.51)	RI	39914850	AH		6	3/13/2012	50	3/19/2012	3/22/2012
701254	632	\$ (220.14)	RI	39914850	AH		6	3/13/2012	50	3/19/2012	3/22/2012
701254	632	\$ (227.45)	RI	39914850	AH		6	3/13/2012	50	3/19/2012	3/22/2012
701254	632	\$ (448.99)	QG	70619605	A		46	3/14/2012	50	3/20/2012	3/22/2012
701254	632	\$ (2,253.53)	QG	10348750	AA		1	3/16/2012	50	3/22/2012	3/22/2012
701254	632	\$ (6,260.52)	QG	60258516	AE		5	3/16/2012	50	3/22/2012	3/22/2012

718,070.63

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 03/22/2012

<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

7

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 3/22/2012

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	123,386.40
RR	526-1145-522.45-29	7,195.10
Total CEPO		\$130,581.50
EPO		
EE	526-1145-522.45-20	238,117.84
RR	526-1145-522.45-21	15,051.00
Total EPO		\$253,168.84
PPO		
EE	526-1145-522.45-25	305,903.65
RR	526-1145-522.45-26	28,416.65
Total PPO		\$334,320.29
Grand Total		\$718,070.63



Travis County Commissioners Court Agenda Request

Meeting Date: 4/3/2012

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

JB

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

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

April 3, 2012

ITEM # :

DATE: March 23, 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 *LB*

FROM: Diane Blankenship, Director, HRMD *[Signature]*

SUBJECT: Weekly Personnel Amendments *[Signature]*

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

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
District Atty	278	Legal Secretary	15 / Minimum / \$34,608.50	15 / Minimum / \$34,608.50
Juvenile Probation	589	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
Juvenile Probation	594	Juvenile Detention Ofcr I* **	12 / Level 1 / \$29,099.20	12 / Level 1 / \$29,099.20
TNR	241	Road Maint Worker Sr	9 / \$28,600.00	9 / \$28,600.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Emergency Medical Service	20002	Star Flight Helic Pilot Sr	25 / \$43.47	25 / \$43.47	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot - Position Title - Salary	Dept. (To)	Slot - Position Title - Salary	Comments
County Clerk	Slot 23250 / Elec Clk Operations Clk III / Grd 12 / \$14.00	County Clerk	Slot 20058 / Elec Clk Operations Clk II / Grd 10 / \$12.00	Election Worker Reassignment.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	542	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	893	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1131	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1144	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1817	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	366	Counselor* / Grd 15	Counselor Sr / Grd 16	\$36,691.20	\$38,147.20	Career Ladder. Pay is between min and midpoint of pay grade.
Sheriff	1436	Counselor* / Grd 15	Counselor Sr / Grd 16	\$42,073.77	\$46,280.00	Career Ladder. Pay is between min and midpoint of pay grade.
TCCES	36	Chem Dependency Counselor* / Grd 15	Chem Dependency Counselor Sr / Grd 16	\$39,804.44	\$41,794.66	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 119 / Legal Secretary / Grd 15 / \$44,765.10	District Atty	Slot 217 / Legal Secretary / Grd 15 / \$44,765.10	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Clerk	Slot 117 / Business Consultant I / Grd 27 / \$77,956.53	District Clerk	Slot 117 / Business Consultant I / Grd 27 / \$79,156.53	Salary adjustment. Pay is between min and midpoint of pay grade.
Fac Mgmt	Slot 136 / Building Maint Worker Sr* / Grd 11 / \$41,529.90	Fac Mgmt	Slot 12 / Building Maint Worker Sr / Grd 11 / \$41,529.90	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 229 / Juvenile Probation Ofcr III / Grd 16 / \$38,970.23	Juvenile Probation	Slot 191 / Juvenile Probation Ofcr III / Grd 16 / \$38,970.23	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 705 / Office Spec Sr / Grd 12 / \$35,069.89	Sheriff	Slot 1595 / Office Spec Sr / Grd 12 / \$35,069.89	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1194 / Telecomm 911 Spec Sr / Grd 15 / \$42,745.46	Sheriff	Slot 710 / Office Spec Sr / Grd 12 / \$36,333.64	Voluntary job change. Pay is between midpoint and max of pay grade.
Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
TNR	Slot 224 / Road Maint Worker / Grd 8 / \$31,236.78	TNR	Slot 447 / Road Maint Worker Sr / Grd 9 / \$32,798.62	Promotion. Pay is between midpoint and max of pay grade.
TNR	Slot 339 / Road Maint Worker / Grd 8 / \$30,220.26	TNR	Slot 151 / Equipment Operator / Grd 10 / \$31,731.27	Promotion. Pay is between midpoint and max of pay grade.
TNR	Slot 445 / Road Maint Worker / Grd 8 / \$32,004.54	TNR	Slot 337 / Road Maint Worker Sr / Grd 9 / \$33,604.77	Promotion. 5% pay increase, pay exceeds max of pay grade. CC approved on 6/17/08.
TNR	Slot 520 / Road Maint Worker / Grd 8 / \$25,702.56	TNR	Slot 354 / Equipment Operator / Grd 10 / \$29,577.60	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 521 / Road Maint Worker / Grd 8 / \$27,186.80	TNR	Slot 479 / Equipment Operator / Grd 10 / \$29,577.60	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By/Phone Number: Jesse Herrera, 854-1184

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

APPROVE ORDER EXEMPTING THE PURCHASE OF AGILENT 5975C CHROMATOGRAPH/MASS SPECTROMETER (GC/MS) SYSTEM FROM AGILENT TECHNOLOGIES FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (a) (7) (A) OF THE COUNTY PURCHASING ACT.

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 Travis County Office of the Medical Examiner recommends the purchase of a Gas Chromatograph/Mass Spectrometer for the Medical Examiners toxicology laboratory and has requested this exemption because of copyright and patents. Travis County has invested over 7 years in method development, instrumental condition optimization, and GC/MS methods utilizing Agilent hardware and software. The ME's office currently has three (3) Agilent units and a fourth will allow a consistent analytical approach in software and hardware, and accurate data for expert witness testimony. In addition, training for the entire laboratory staff to use the new instrument will essentially be eliminated.

Agilent provides a standard one (1) year warranty that provides software upgrades and repair recovery service from the date of installment. There is no external software included; there is only internal software, so license signatures are not required.

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.

➤ **Contract-Related Information:**

Award Amount: \$74,214.00

Contract Type: Exemption

Contract Period: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 551347

Funding Account(s): 001-3810-823-8053

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.

March 19, 2012

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE PURCHASE FROM AGILENT TECHNOLOGIES OF 5975C GAS
CHROMATOGRAPH/MASS SPECTROMETER (GC/MS) SYSTEM

I certify that the purchase of the 5975C Gas Chromatograph/Mass Spectrometer (GC/MS) System for the Travis County Office of the Medical Examiner constitutes a sole source procurement, and is available through Agilent Technologies. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) and is exempt from competitive bidding.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON _____
(DATE)

(COUNTY JUDGE)

**ORDER EXEMPTING
PURCHASE OF AGILENT 5975C GAS CHROMATOGRAPH/MASS
SPECTROMETER (GC/MS) SYSTEM FROM AGILENT TECHNOLOGIES
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Records Management Department and an Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available, for the purchase of the Agilent Technologies 5975C Gas Chromatograph/Mass Spectrometer system for Travis County.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of Agilent 5975C Gas Chromatograph/Mass Spectrometer system from Agilent Technologies are exempt from the requirements of the County Purchasing Act because of copyright and patents proprietary to Agilent and can be obtained from only one source.

Signed and entered this ____ day of _____, 2012.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen L. Huber
Commissioner, Precinct 3

Margaret J. Gomez
Commissioner, Precinct 4.



Agilent Technologies

Agilent Technologies
10 North Martingale Road
Schaumburg, IL 60173

847/944-6031 877/841-4824
847/944-6200 Fax

Travis County Medical Examiner's office
PO Box 1748
Austin, TX 78767

Dr. Brad Hall
512-854-9861

January 5, 2012

Dear Dr. Brad Hall:

It is my understanding that your laboratory is considering the purchase of a GC/MS system. As a long time user of Agilent Technologies analytical equipment, you have already benefited from Agilent's support and service. Customer surveys continue to show Agilent as the leading provider of analytical equipment to high productivity laboratories.

It is the intent of the Travis County Medical Examiner's Office to purchase an Agilent 5975C Mass Spec system for the analysis of forensics. It is in the department's best interest to sole source the Agilent 5975C from Agilent Technologies. Please see the reasons below as to why the 5975C is the instrument of choice and as justification as to why we intend to sole source this instrument.

First and foremost, I know first-hand that the department has dumped a lot of man hours and training into the chromatography data system that is proprietary to Agilent and is the only data system compatible with the Agilent 5975C analyzer. Using this data system will allow you to transfer already departmental developed methods directly to the new analyzer with the push of a button. Having anybody else's system would mean starting from scratch and developing new methods, setting the department back months. Each chemist has been trained and proficiency tested on the Agilent GC/MS systems to allow expert witness testimony. Again, having any other equipment will disrupt the workflow of the lab and would require retraining and testing resulting in loss of productivity.

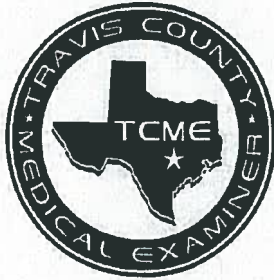
It is my understanding that the department is forced to defend its data in the court of law, it is important that you have technology that will allow you to generate solid data, day in and day out. The Agilent system has a few patents that prove to be critical with our analysis. First, Agilent has an inert ion source constructed of a solid inert material, rather than a coating that can wear away. The proprietary (US patent numbers 6765215 and 6608318) inert ion source design delivers the ultimate GC/MS performance for active compounds. This inert source may allow you to gain speed, linearity and sensitivity for your samples and to have better spectra for library matching. Secondly, No one, but Agilent, offers a Hyperbolic Quadrupole (US patent number 5,298,745) for better resolution and transmission across the entire mass range. The quadrupole is heated. Agilent achieves the best mass axis stability and backs this statement with a written specification to provide you confidence that your instrument performance will remain stable day after day. Mass stability means that the Agilent 5975C has the ability to provide useful and stable information for more than just a moment in time. Agilent also has another "lockout performance" for the 5975C is high sensitivity autotune, called Gain Autotune. Agilent doesn't tune, then up the EM voltage for increased signal, as others will do. Instead, Agilent does a high sensitivity, gain normalization, autotune that maintains compound response consistency, shows better performance agreement from instrument to instrument, and provides superior diagnostics in tuning and troubleshooting. In addition to these Agilent is using 5th generation EPC modules with a control precision of 0.001 psi; more than 10 times better than any other! This translates to more retention time locking precision; especially important for low-pressure applications. Retention time locking (US patent numbers 5987959 and 6153438) takes advantage of EPC flow performance to eliminate the need to reset the calibration table every time you have a column change or transfer to a different Agilent GC or GC/MS system. Atmospheric pressure and temperature compensation is standard, thus, you have further confidence that environmental changes in your lab will have no effect on the output of your results. You'll enjoy having sample retention times that stay constant within a particular system, or from one piece of equipment (with Agilent EPC) to another.

The above technical specifics are what make Agilent the analytical instrument of choice in any forensic lab. All of these uniquely Agilent specifications are needed so that you can properly defend your data in the court of law and maintain a consistent workflow in the lab. The department has negotiated a price for the equipment at a 20% discount that is equal to or greater than the discount level that any other Texas state agency has been awarded through the bidding process this last year. We feel that eliminating the bidding process by getting the same price that a bidding scenario would secure while enabling the department to procure the equipment that best fits its needs is in everybody's best interest including the tax payer's.

In summary, not only does Agilent have some very compelling analytical reasons to be the instrument of choice for the Travis Country Medical Examiner's Office, but the fact that analyst have already been proficiency tested on this instrument, and the fact that the department's currently developed methods is 100% compatible with the 5975C will save an enormous amount of time and resources, while at the same time providing the best analytical solution on the market for forensic samples.

Kindest regards,

Tracy Smith
Account Manager
979-774-3866
979-774-3807 fax



TRAVIS COUNTY OFFICE OF THE MEDICAL EXAMINER

1213 Sabine Street PO Box 1748 Austin, TX 78767
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Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

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Diplomate of American Board of Pathology
DEPUTY CHIEF MEDICAL EXAMINER

KENDALL CROWNS, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

LEISHA WOOD, MD
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

VICKIE WILLOUGHBY, DO
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

DATE: January 11, 2012

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

FR: Sarah Scott, Chief Administrative Officer
Brad J. Hall, Ph.D, DABFT, Chief Toxicologist
Travis County Office of the Medical Examiner

RE: Purchase of an Agilent Gas Chromatograph/Mass Spectrometer
(GC/MS) – FY2012

Purpose

This request will allow us to replace a 7 year-old malfunctioned GC/MS and maintain sensitive/modern GC/MS instruments for drug analysis all on the same hardware/software platform. This will help us meet increased demands of quality control and validation work as recommended by accreditation committee and improve our turnaround time.

History

It is necessary for us to have multiple GC/MS instruments in our toxicology laboratory process for several reasons. First, specific tests and chemicals can be dedicated to a particular GC/MS. This eliminates contamination or interference when one routinely switches types of analysis on one GC/MS. Often an unusual test is requested that forces us to shut down a GC/MS for an equipment change and dedication of time for that testing. Thus with available GC/MS instruments, we will not interrupt our routine workflow that insures quick turnaround time. Maintaining four GC/MS instruments allows us to dedicated time to validation of new methods, which otherwise would also interrupt our workflow.

This request will provide us a new state-of-the-art GC/MS that will allow us to conduct more analyses simultaneously. This will lead to a measurable improvement in turnaround time and efficiency and will help offset the increased work we are required to do with quality control testing and testing of new drugs.

Instrument Evaluation and Selection

Because years have been invested in method development, instrumental condition optimization, and GC/MS methods, it is essential to purchase a GC/MS as similar to the Agilent 5973 Inert that was purchased in FY04 such that analytical results may be directly comparable. Both Agilent instruments will have

the same software for generating and processing data therefore data can be directly comparable and viewable on each instrument. In addition training for the entire laboratory staff to use the new instrument will be essentially eliminated. Thus there are highly significant benefits in obtaining another Agilent GC/MS instrument in order to maintain a consistent analytical approach in software and hardware. The cost of instrument service will also be less. Repair and maintenance issues for multiple instruments can be addressed with one service call.

Recommendation

The analytical needs of the toxicology laboratory will be best fulfilled by the purchase of an Agilent 5975C inert GC/MS system. For the reasons listed above, I request a sole source purchase of the Agilent Technologies analytical equipment package to include a 5975C Inert MSD with 7890GC, Chemstation software, Laser Jet printer, and autoinjector with tray. A discounted price can be negotiated with trade in of a malfunctioned GC/MS in our laboratory. The budgeted line item amount is \$75,000. The funds for this purchase are located in Capital Line Item # 001-3810-823-8053.

Detailed Specifications

Agilent Gas Chromatograph/
Mass Spectrometer to include:

Agilent #G3242A 5975C Inert MSD Standard-Turbo El
MS Productivity ChemStation Software Bundle includes CPU, DVD/CDRW, 17" Flat screen monitor, laser printer, Windows XP Professional operating system. Mainframe with Installation & Familiarization

Agilent #G3442A, 7890 Network GC with Split/Splitless
Injector and Interface Card to MSD

Agilent #G7693A, 7683B Autoinjector Module with installation and familiarization

Agilent #G4514A, 7693 Autosampler 150 Position Tray with installation and familiarization

- One-year warranty to cover any malfunctioning part associated with the gas chromatograph, mass spectrometer, vacuum pumps, software, and data system through the vendor. Warranty shall include labor and travel costs to be covered by the vendor through out the first year from the date of sale.
- Gas chromatograph shall accommodate a 4.0 mm ID Split / Splitless Tapered Liner from Agilent with dimensions: (P/N 5190-3167) – Crucial for chromatographic consistency throughout the laboratory.

Suggested Vendor

Authorized Local Agilent Instrument Sales Representative:

Tracy Smith
John Benzinger
979-774-3866
512-869-2611

Agilent Technologies

10 North Martingale Road
Schaumburg, IL 60173

847/944-6031 877/841-4824
847/944-6200 Fax

PURCHASE REQUISITION NBR: 0000551347

REQUISITION BY: BRAD HALL X49861

STATUS: READY FOR BUYER PROCESS
REASON: SOLE SOURCE

DATE: 1/26/12

SHIP TO LOCATION: MEDICAL EXAMINER

SUGGESTED VENDOR: 53312 AGILENT TECHNOLOGIES

DELIVER BY DATE: 3/19/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SEE EXTENDED DESCRIPTION G3242A - 5975C INERT MSD/DS STD TURBO EI SYSTEM. INCLUDES G3171A MSD WITH EI SOURCE, MSD CHEMSTATION, PC AND LASERJET PRINTER. INSTALLATION AND FAMILIARIZATION. COMMODITY: LAB EQUIP/SUPPLIES ANALYT SUBCOMMOD: MASS SPECTROMETERS/ACCESS	1.00	EA	48932.6000	48932.60	
2	SEE EXTENDED DESCRIPTION G3442A - AGILENT 7890A GC WITH SSL INLET. INCLUDES 100PSI SPLIT-SPLITLESS INLSET, LAN INTERFACE AND MS INTERFACE. INSTALLATION AND FAMILIARIZATION. COMMODITY: LAB EQUIP/SUPPLIES ANALYT SUBCOMMOD: MASS SPECTROMETERS/ACCESS	1.00	EA	13996.1600	13996.16	
3	G4513A - 7693A AUTOINJECTOR FOR GC COMMODITY: LAB EQUIP/SUPPLIES ANALYT SUBCOMMOD: MASS SPECTROMETERS/ACCESS	1.00	EA	5144.4400	5144.44	
4	G4514A - 7693 TRAY, 150 VIAL CAPACITY COMMODITY: LAB EQUIP/SUPPLIES ANALYT SUBCOMMOD: MASS SPECTROMETERS/ACCESS	1.00	EA	6140.8000	6140.80	
REQUISITION TOTAL:					74214.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00138108238053	CAPITAL EQUIPMENT LABORATORY EQUIPMENT	100.00	48932.60
2	00138108238053	CAPITAL EQUIPMENT LABORATORY EQUIPMENT	100.00	13996.16
3	00138108238053	CAPITAL EQUIPMENT LABORATORY EQUIPMENT	100.00	5144.44
4	00138108238053	CAPITAL EQUIPMENT LABORATORY EQUIPMENT	100.00	6140.80
				74214.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PRICE QUOTE # 1166443 1/25/12 VALID TO 3/25/12

PURCHASE REQUISITION NBR: 0000551347

REQUISITION BY: BRAD HALL X49861

STATUS: READY FOR BUYER PROCESS
REASON: SOLE SOURCE

DATE: 1/26/12

SHIP TO LOCATION: MEDICAL EXAMINER

SUGGESTED VENDOR: 53312 AGILENT TECHNOLOGIES

DELIVER BY DATE: 3/19/12

REQUISITION COMMENTS:

LOCAL SALES REPRESENTATIVE: JOHN BENZINGER
512-869-2611
FAX 302-633-8953
SEE LETTER TO PURCHASING FOR SOLE SOURCE PURPOSE
TO MAINTAIN INSTRUMENT CONSISTENCY IN TOXICOLOGY
LABORATORY
SPECIAL DISCOUNT OF 24% IS APPLIED PER QUOTE
THIS REQUISITION CONSISTS OF INDIVIDUAL LINE ITEMS
THAT COMPRISE A COMPLETE GAS CHROMATOGRAPH/
MASS SPECTROMETRY SYSTEM. WARRANTY ONE YEAR.
2/7/12 SOLE SOURCE.APVD.GMC



Travis County Commissioners Court Agenda Request

Meeting Date: March 27, 2012

Prepared By/Phone Number: Shannon Pleasant, CTPM / 854-1181;
Marvin Brice, CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5 to Interlocal No. IL000065EF, Capital Area Rural Transportation System (CARTS) for community transit services.

- **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 Capital Area Rural Transportation System (CARTS) provides transportation services to individuals throughout the rural areas of Travis and Williamson Counties. Modification No. 5 will change the contract period from twelve to fifteen months. The current term dates from October 1, 2011 thru September 30, 2012 will change to October 1, 2011 thru December 31, 2012. The modification will align the contract terms with the other Social Services Contracts.

In addition, Modification No. 5 will increase the by \$107,689.00, for the on-going funding of the "Job Access and Reverse Commute" (JARC) Program, and the additional three month contract extension. The original contract amount will increase from Not-to-Exceed (NTE) \$130,755.00 to NTE \$238,444.00.

Modification No. 4 renewed the Interlocal agreement for an additional 12-month period, October 1, 2003 thru September 30, 2004. Interlocal amount was \$130,755 for fiscal year 2004.

Modification No. 3 renewed the Interlocal for an additional 12-month period, October 1, 2002 thru September 30, 2003. Contract

ID# 6120

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.

Expenditures: Within the last 12 months \$130,755 was spent against this contract.

Modification No. 2 renewed the Interlocal for an additional 12-month period, October 1, 2001 - September 30, 2002.

Modification No. 1 renewed the Interlocal for an additional year, October 1, 2000 - September 30, 2001.

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

➤ **Contract-Related Information:**

Award Amount: \$130,755 Not to exceed

Contract Type: Interlocal Agreement

Contract Period: 10/1/1999 – 9/30/2000

➤ **Contract Modification Information:**

Modification Amount: \$107,689.00

Modification Type: Interlocal Agreement

Modification Period: 10/1/2011 – 12/31/2012

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 554830 and 554832

Funding Account(s): 001-5854-611-6251

ID# 6120

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.

Comments:

ID# 6120

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: IL000065EF**Page 1 of 25**

ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Shannon Pleasant, CTPM TEL. NO: (512) 854-1181 FAX NO: (512) 854.9185	DATE PREPARED: December 12, 2011
ISSUED TO: Capital Area Rural Transportation 2010 E. 6 th St. Austin, TX 78745	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: October 1, 1999
ORIGINAL CONTRACT TERM DATES: October 1, 1999 – September 30, 2000 CURRENT CONTRACT TERM DATES: October 1, 2011 – September 30, 2012		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: **\$130,755.00**Current Modified Amount: **\$238,444.00**

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

- Approval of this modification will revise the term dates as referenced in Section **2.0 AGREEMENT TERM**. Modify the contract term from October 1, 2011 thru September 30, 2012 (12 months) to October 1, 2011 thru December 31, 2012 (15 months).
- The not to exceed contract amount will increase \$107,689.00 for the on-going funding of the "Job Access and Reverse Commute" (JARC) Program and the additional three month contract extension. The contract amount will increase from \$130,755.00 to 238,444.00

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

Note to Vendor/City:

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

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

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

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND THE CAPITAL AREA RURAL
TRANSPORTATION SYSTEM FOR TRANSPORTATION SERVICES
TO RURAL TRAVIS COUNTY**

This Amendment of written instrument ("Amendment") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and the Capital Area Rural Transportation System ("CARTS"), collectively referred to in this Amendment as the "Parties".

RECITALS

County entered into a contract with CARTS to provide transportation service to rural Travis County for indigents and other qualified recipients, the Initial Term of which commenced on October 1, 1999, and terminated September 30, 2000 ("Agreement").

Under the terms of the Agreement, the term has previously been renewed through the current Agreement Term beginning October 1, 2011, and ending September 30, 2012 ("2012 Renewal Term").

The Agreement allows the Parties to make changes to the Agreement when such change is in writing and signed by both parties.

The Parties desire to amend the Agreement pursuant to the applicable Agreement terms to include mutually agreed-upon changes to the Agreement.

In consideration of the benefits to be received by both Parties through the following changes, and other good and adequate consideration as specified in this Amendment, County and CARTS agree to change the Agreement as follows:

1.0 DEFINITIONS

1.1 The Parties agree to amend, Section 1.0, "Definitions, by deleting Section 1.7, "Executive Manager," and substitute the following:

1.7 "County Executive" means Sherri Fleming, County Executive, Travis County Health, Human Services and Veterans Services, or her designated representative or successor.

2.0 AGREEMENT TERM

2.1 **2012 Renewal Term.** The Parties agree that the Agreement is currently operating under the terms of the Agreement as set forth for that time period beginning October 1, 2011, and ending September 30, 2012 ("2012 Renewal Term"), said 2012 Renewal Term being the result of the latest automatic renewal of the Agreement.

2.2 **Extended 2012 Renewal Term.** The Parties agree to amend the Agreement to provide for the "Extended 2012 Renewal Term" beginning October 1, 2011, and terminating December 31, 2012.

2.3 **Amendment Term.** The Parties agree that the terms of this Amendment will apply to the provision of services during the Extended 2012 Renewal Term.

2.4 **Renewal Process.** The Parties agree that Section 2.2 of the Agreement ("Renewal Term(s)") is amended by deleting that section and substituting the following:

2.2 Renewal Term(s). Unless sooner terminated pursuant to the terms of this Agreement, and upon approval of funding by the Commissioners Court during the budget process(es) relating to any Renewal Term or any portion of any Renewal Term, this Agreement may be renewed, as evidenced by written approval of the Parties, on January 1, 2013, for a term of one year, and each successive January 1 for an additional five (5) years, as evidenced by written approval of the Parties prior to each renewal, or for any time period agreed to in writing by the Parties. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Agreement is specifically amended pursuant to the Agreement to make any change in those terms. Non-competitive renewals shall be based upon CARTS's positive performance and County's continuing need for the services.

3.0 **CARTS PERFORMANCE**

3.1 **Services and Activities.** The Parties acknowledge and agree that CARTS shall perform, either directly or indirectly through Subcontracts, in a satisfactory manner as determined by County, through Department, services and activities in accordance with the terms and conditions stated in this Agreement as previously amended and as amended in this Amendment.

3.2 **Insurance.** The Parties agree that the requirements for insurance for the Extended 2012 Renewal will continue as set forth in the Agreement, as amended. CARTS agrees to provide current 2012 documentation of such insurance as required under the Agreement to Travis County Purchasing.

3.3 **Limitations.** Unless otherwise specifically stated herein, the performances required under this Amendment are performable only during the Extended 2012 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another.

3.4 **2012 Update.** Within fifteen (15) days of execution of this Amendment, CARTS agrees to provide (if not already provided) Department, with a copy to the Purchasing Agent, current updates of all policies, materials, and other information required under the Agreement, including, but not limited to, the following as described under the Agreement:

- 3.4.1 Proof of Insurance
- 3.4.2 Update of any Policies and Procedures
- 3.4.3 Updated W-9 Taxpayer Identification Form
- 3.4.4 Updated IRS 990 Form
- 3.4.5 Change of Identity Information (Name, Address, etc.)

3.5 **Debarment, Suspension and Other Responsibility Matters.** By signing this Amendment, CARTS certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

3.6 **Certification and Warranty.** By signing this Amendment, CARTS certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. CARTS also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this Amendment, those terms and conditions remain in full force and effect for the Extended 2012 Renewal Term.

4.0 **ENTIRE AGREEMENT**

4.1 **Attachments.** The Parties agree to amend Section 4.2, "Attachments," by adding the attachments enumerated and denominated below and attached to this Amendment as Exhibit 1; which attachments are hereby made a part of this Amendment, and constitute promised performances by CARTS in accordance with all terms of the Agreement as amended:

- | | |
|--------------|--|
| Form #2 | Program Cover Page – CARTS / JARC |
| Form #3 | Program Work Statement– CARTS / JARC |
| Form #4 | Program Budget– CARTS / JARC |
| Form #6 | Total Staff Positions and Time– CARTS / JARC |
| Form #7 | Program Funding Summary – CARTS / JARC |
| Form #2 | Program Cover Page – CARTS |
| Form #3 | Program Work Statement– CARTS |
| Form #4 | Program Budget– CARTS |
| Form #5 | Program Budget Narrative– CARTS |
| Form #6 | Total Staff Positions and Time– CARTS |
| Form #7 | Program Funding Summary – CARTS |
| Form #9 | Performance Report Definition Tool – CARTS |
| Attachment 1 | Ethics Affidavit |
| Exhibit 1 | List of Key Contracting Persons |

The Parties acknowledge and agree that, where an Attachment listed above and included in this Amendment contains specific agreement as to terms which conflict with the general provisions of the Agreement, to the extent that there is such conflict, the terms of the attachment will prevail. At all times, every effort will be made to comply with the terms of both sections.

5.0 FINANCIAL PROVISIONS

5.1 Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following:

13.1.1 – Extended 2012 Renewal Maximum Amount. Subject to the requirements in Sections 13.1.2 and 13.2 and other applicable provisions of this Agreement, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement during the Extended 2012 Renewal Term, as determined by County, County shall provide funds not to exceed the following amount during the Extended 2012 Renewal Term:

General Services (10/1/11 – 12/31/12)	\$163,444.00
JARC Services* (1/1/12 – 12/31/12)	\$ 75,000.00
TOTAL:	\$238,444.00

The Parties understand and agree that, effective January 1, 2012, and continuing through December 31, 2012, CARTS will provide new services as a part of the "Job Access Reverse Commute" ("JARC") program (as described in the Work Statement attached to this Amendment as 2012 Form #3.

5.2 Fiscal Year Limitation. The Parties agree that the terms of Section 13.1.2, "Fiscal Year Limitations," in amendment of the effective date of this Amendment to read as follows

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13.1.2(a) Fiscal Year Division. CARTS expressly agrees that County funding obligations can ONLY be incurred for the portion of any Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total set forth in Section 3.1.1, as amended, CARTS cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

- (a) General Services (\$ 163,444.00)
 - (i) October 1, 2011 - September 30, 2012 (80% of Total – (a))
\$ 130,756.00
 - (ii) October 1, 2012 - December 31, 2012 (20% of Total – (a))
\$ 32,688.00
- (b) JARC Services (\$ 75,000.00)
 - (i) October 1, 2011 – December 31, 2011
\$ 0.00

- (ii) January 1, 2012 – September 30, 2012 (75% of Total - (b))
\$ 56,250.00
- (iii) October 1, 2012 – December 31, 2012 (25% of Total – (b))
\$ 18,750.00

13.1.2(b) Subsequent Fiscal Year Funding. CARTS agrees that CARTS cannot invoice and will not be paid for services provided during the time period set forth in , and Section 13.2.1(a) from funds provided under Section 13.2.1(b). CARTS agrees that funds set out in Section 13.2.1(b) are contingent upon approval of such funding for the Agreement by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2012; and that the amount set forth under Section 13.2.1(b) may be decreased or eliminated by the Commissioners Court during that budget process without liability of County to CARTS. This section will apply to any future Agreement Term(s) within the Fiscal Year dates applicable to that Agreement Term(s).

13.1.2(c) Budget Period Limits. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Agreement Term shall be subject to the Fiscal Year limitations applicable to this Agreement.

6.0 INCORPORATION

6.1 County and CARTS hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and CARTS hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.2 The Parties agree that all requirements and obligations of the Agreement which have not been specifically changed by this Amendment remain in full force and effect and apply to performance by the Parties during the Extended 2012 Renewal Term of the Agreement as amended.

7.0 EFFECTIVE DATE

7.1 This Amendment is effective October 1, 2011, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

Form #3: PROGRAM WORK STATEMENT
for 2012 Social Service Contracts funded by Travis County

Date prepared: 11/01/2011

Agency: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Capital Area Rural Transportation System Program: CARTS/JARC

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

To provide public transportation services to residents who live in rural Travis County outside of the Capital Metro service area.

2. Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

CARTS do not require an age or income level. Transportation is provided to the public in Precinct 4 according to the Capital Metro bus schedule.

3. Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

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This is a Fixed Route service and is available to all who has not been able to access public transportation. This transportation is a vital link for persons needing employment, medical, social, education and other services.

4. Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

CARTS and Capital Metro worked cooperatively to provide the regular route service (Route # 271), serving the UT Children's Wellness Center at the Del Valle High School campus and points in Del Valle with direct service to the ACC Riverside Campus, allowing transfer to other Capital Metro routes. CARTS have added route service from Bastrop to connect to this route at the park and ride facility jointly developed by Travis County and Capital Metro at the SE Metropolitan Park. This route is also in the planning process to provide service to Garfield along SH71.

5. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of Total Trips	45,000		45,000

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Total Trips	45,000		45,000

<u>OUTPUT # 3</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
(Measure name)			

<u>OUTPUT # 4</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
(Measure name)			

(If approved for additional Output measures, copy and paste the blocks above and re-name accordingly)

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6. **OUTCOME** Performance Measures: Place the **blue text** in the shaded column below with the actual wording of your measures, numerator, denominator, and outcome rates. Please enter the outcome performance measure to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).**

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If <u>not reported every Quarter</u> , in which Quarter(s)?
Number of Trips (numerator)	45,000	
Total number of...(description of the measure's denominator) (denominator)		
Percentage of...(description of the outcome percentage) (outcome rate)	%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	If <u>not reported every Quarter</u> , in which Quarter(s)?
Number of Total Trips (numerator)	45,000	
Total number of...(description of the measure's denominator) (denominator)		
Percentage of...(description of the outcome percentage) (outcome rate)	%	

Total Program Performance – OUTCOME # 3	<u>Total Program Annual Goal</u>	If <u>not reported every Quarter</u> , in which Quarter(s)?
Number of...(description of the measure's numerator) (numerator)		
Total number of...(description of the measure's denominator) (denominator)		
Percentage of...(description of the outcome percentage) (outcome rate)	%	

Total Program Performance – OUTCOME # 4	Total Program Annual Goal	If not reported every Quarter, in which Quarter(s)?
Number of...(description of the measure's numerator) (numerator)		
Total number of...(description of the measure's denominator) (denominator)		
Percentage of...(description of the outcome percentage) (outcome rate)	%	

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

Outreach to community organizations is offered and presented. Examples of previous forums include meetings with the Del Valle Senior Center and the UT Children’s Wellness Center in Del Valle. Other presentations are made to Texas Workforce sites, veteran’s organizations and agencies engaged in providing service to the community.

8. Program Evaluation Plan

- Performance evaluation:

Describe how the agency will evaluate the program’s performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

Analysis of performance indicators is conducted weekly. Adjustments to service delivery are made based on community input, ride-along review.

DRAFT

- Quality improvement:

Describe the process for identifying problems or other issues to service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

Comments regarding transportation services are received on an on-going basis in a variety of ways. Customers contact the call center with suggestions, compliments and complaints. These comments are tracked through a database designed to allow management staff to review comments and investigate matters requiring immediate attention, to provide feedback to employees, to design additional training programs to address concerns and to determine areas where changes may be needed.

Date prepared: **7/15/2011**

FORM #4: PROGRAM BUDGET

for 2012 Social Service Contracts funded by Travis County

Agency: **Capital Area Rural Transportation System**

Program: **CARTS/JARC**

Instructions: Provide whole dollar amounts for each applicable line item. IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.

ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

IMPORTANT: All \$ amounts must be whole dollars only (no cents)

PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time	0	0	0
Direct Service Salaries - Regular Time	75,000	3,466,381	3,541,381
Administrative Salaries Overtime			
Direct Service Salaries - Overtime			0
Benefits			0
A. SUBTOTALS: PERSONNEL	75,000	3,466,381	3,541,381
OPERATING EXPENSES			
General Operating Expenses	0	0	0
Insurance/Bonding			0
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Staff Travel - within Travis County			0
Conferences/Seminars/Training - within Travis County			0
** Staff Travel - out of County			0
** Conferences/Seminars - out of County			0
B. SUBTOTALS: OPERATING EXPENSES	0	0	0
DIRECT ASSISTANCE			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>	0	0	0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)			0
Other (specify)			0
			0
C. SUBTOTALS: DIRECT ASSISTANCE	0	0	0
EQUIPMENT/CAPITAL OUTLAY			
** (specify equipment)	0	0	0
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	0	0	0
GRAND TOTAL (A + B + C + D)	75,000	3,466,381	3,541,381
PERCENT SHARE of Total for Funding Sources:	2.1%	97.9%	100.0%

DRAFT

Form # 6: Total Program STAFF POSITIONS & TIME
for 2012 Social Service Contracts funded by Travis County

Date prepared: 07/ 15/ 2011

Agency: Capital Area Rural Transportation System

Program: CARTS/JARC

TOTAL PROGRAM STAFF: INDIVIDUAL POSITIONS & TIME ASSIGNED

AGENCY: List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
Driver/Del Valle/Metro Connector- Direct Service Staff	100%
Driver/Del Valle/Metro Connector- Direct Service Staff	100%
Driver/Del Valle/Metro Connector- Direct Service Staff	100%
Driver/Del Valle/Metro Connector- Direct Service Staff	100%

Capital Area Rural Transportation System

FORM # 7: PROGRAM FUNDING SUMMARY

Date prepared: 8/3/2011

for 2012 Social Service Contracts funded by Travis County

Agency Name: Capital Area Rural Transportation System	Program Name: JARC Program
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Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	1/1/2012 - 12/31/2012	\$75,000
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)		
City of Austin			
City of Austin			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)	TXDOT		\$3,466,381
		TOTAL PROGRAM FUNDING:	\$3,541,381

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Form # 2:

PROGRAM COVER PAGE
for Social Service Contracts funded by Travis County

Date prepared: July 15, 2011

1. Agency Name as provided in <u>Articles of Incorporation</u>: Capital Area Rural Transportation System		2. Tax ID Number: 17420291704	
3. Program Name: CARTS/Travis County Transit			
4. a) Physical Street Address (Street, City, State, Zip): 2010 E. 6 th Street Austin, TX 78702		5. Payee Address (only needed if different from #4, and if so, include explanation):	
4. b) Mailing Address (if different from above): P.O. Box 6050 Austin, TX 78762			
6. Agency Executive Director (name): Dave Marsh Phone: 512-505-5678 Fax: 512-478-1110 Email:		7. Name of person authorized to sign contracts for Agency: Dave Marsh, General Manager Phone: 512-505-5678 Fax: 512-478-1110 Email: Dave@ridecarts.com	
8. Program Director (name): Pearl Jackson Phone: 512-505-5605 Fax: 512-478-1110 Email: Pearl@ridecarts.com		Agency Financial Officer (name): Michelle Maronde Phone: 512-505-5606 Fax: 512-478-1110 Email: Michelle@ridecarts.com	
10. Contact person for PROGRAM issues (name): Pearl Jackson Phone: 512-505-5605 Fax: 512-478-1110 Email: Pearl@ridecarts.com		11. Contact person for FINANCIAL issues (name): Michelle Maronde Phone: 512-505-5606 Fax: 512-478-1110 Email: Michelle@ridecarts.com	
12. Primary contact for Quarterly Program Performance Report issues (name): Carol Zachary Phone: 512-505-5607 Email: Carol@ridecarts.com		13. Person responsible for submitting Quarterly Program Performance Reports (name): Carol Zachary Phone: 512-505-5607 Email: Carol@ridecarts.com	
14. Program funding amounts by source: Travis County Social Service Contract \$ 163,444 All OTHER Sources + \$3,377,937 TOTAL Program Funding = \$3,541,381* *For all CARTS service area		15. Primary contact person for this contract packet (name): Edna Johnson Position Title: Assistant GM Communications Phone: 512-505-5660 Fax: 512-478-1110 Email: Edna@ridecarts.com	

Form #3: PROGRAM WORK STATEMENT
for 2012 Social Service Contracts funded by Travis County

Date prepared: 08/03/2011

Agency: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Capital Area Rural Transportation System Program: Public Transportation Rural Travis County

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

To provide public transportation services to residents who live in rural Travis County outside of the Capital Metro service area.

2. Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

CARTS does not require an age or income level. Transportation is provided to the public according the Travis County schedule and depending on availability. Persons are encouraged to call in and book their ride at least 24 hours in advance, but same day service can be provided depending on availability.

3. Program services and delivery:

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

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General Public Dial-A-Ride services: Riders call CARTS and schedule trips as needed according to the published schedule. Reduced fares are available to seniors (over 60 years of age), and to people with disabilities (an application form completed by the applicants medical professional is required). Veterans traveling to any VA clinic or hospital are not charged a fare for the trip. MHMR customers travel to and from MHMR programs. Patients requesting transportation to the health clinics are scheduled as requested.

Senior Nutrition Program: Trips are scheduled in advance to and from nutrition program sites. Seniors traveling to nutrition sites are transported to and from the centers for meals and special programs.

MHMR: Some trips are scheduled in advance for MHMR recipients, and others are scheduled for appointments as needed. Transportation is provided to and from programs and appointments as scheduled. Trips are scheduled through CARTS as needed, and transportation is provided to and from appointments.

4. Service coordination and collaboration strategies:

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

CARTS and Capital Metro worked cooperatively to provide the regular route service (Route # 271), serving the UT Children's Wellness Center at the Del Valle High School campus and points in Del Valle with direct service to the ACC Riverside Campus, allowing transfer to other Capital Metro routes.

CARTS has added route service from Bastrop to connect to this route at the park and ride facility jointly developed by Travis County and Capital Metro at the SE Metropolitan Park. This route is also in the planning process to provide service to Garfield along SH71.

5. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal*</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Number of unduplicated clients served	553		553

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal*</u>	<u>TOTAL</u> (Travis County + All Other) Annual Goal
Total Trips	23,000		23,000

*CARTS reports trips to the Texas Department of Transportation for all of its nine rural county District. Since CARTS provides services in nine rural counties and operates on a regional basis moving persons in other communities and throughout central Texas and for the purpose of this contract we are reporting only those trips provided to Travis County residents.

DRAFT

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

6. **OUTCOME** Performance Measures (replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates):

Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).**

There are no Outcome Measures for this program at this time.

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. **Community planning activities:**

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

Outreach to community organizations is offered and presented. Examples of previous forums include meetings with the Del Valle Senior Center and the UT Children's Wellness Center in Del Valle. Other presentations are made to Texas Workforce sites, veteran's organizations and agencies engaged in providing service to the community.

8. Program Evaluation Plan

- Performance evaluation:

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

Analysis of performance indicators is conducted weekly. Adjustments to service delivery are made based on community input, ridership review.

- Quality improvement:

Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

Comments regarding transportation services are received on an on-going basis in a variety of ways. Customers contact the call center with suggestions, compliments and complaints. These comments are tracked through a database designed to allow management staff to review comments and investigate matters requiring immediate attention, to provide feedback to employees, to design additional training programs to address concerns and to determine areas where changes may be needed.

DRAFT

Date prepared: **7/15/2011**

FORM #4: PROGRAM BUDGET

for 2012 Social Service Contracts funded by Travis County

Agency: Capital Area Rural Transportation System

Program: CARTS/Travis County Transportation

Instructions: Provide whole dollar amounts for each applicable line item. IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.

ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

IMPORTANT: All \$ amounts must be whole dollars only (no cents)

PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time	0	0	0
Direct Service Salaries - Regular Time	163,444	3,377,937	3,541,381
Administrative Salaries Overtime			
Direct Service Salaries - Overtime			0
Benefits			0
A. SUBTOTALS: PERSONNEL	163,444	3,377,937	3,541,381
OPERATING EXPENSES			
General Operating Expenses	0	0	0
Insurance/Bonding			0
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Staff Travel - within Travis County			0
Conferences/Seminars/Training - within Travis County			0
** Staff Travel - out of County			0
** Conferences/Seminars - out of County			0
B. SUBTOTALS: OPERATING EXPENSES	0	0	0
DIRECT ASSISTANCE			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>	0	0	0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)			0
Other (specify)			0
			0
C. SUBTOTALS: DIRECT ASSISTANCE	0	0	0
EQUIPMENT/CAPITAL OUTLAY			
** (specify equipment)	0	0	0
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	0	0	0
GRAND TOTAL (A + B + C + D)	163,444	3,377,937	3,541,381
PERCENT SHARE of Total for Funding Sources:	4.6%	95.4%	100.0%

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FORM # 5: Program Budget NARRATIVE
for 2012 Social Service Contracts funded by Travis County

Date prepared: 07/15/2011

Agency: Capital Area Rural Transportation

Program: Transportation

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE. Delete the examples below and replace them with your narrative.

PERSONNEL	NARRATIVE
Salaries - Regular time	<i>Do not provide staff detail here- use Total Program Staff Positions and Time form #5 instead</i>
Salaries – Overtime	
Benefits	<i>(Example: FICA, Retirement, etc., please specify. If rate is greater than 25% please explain.)</i>
OPERATING EXPENSES	
General Operating Expenses	<i>(Examples: Postage; general office supplies; telephone service; rent; utilities, etc.)</i>
Insurance/Bonding	<i>(Example: general commercial liability / employee crime policy)</i>
Audit Expenses	
Consultants/Contractual	<i>Do not provide detail here- use Subcontracted Expenses form #8</i>
Staff Travel	<i>(Example: to conduct outreach for clients)</i>
Conferences/Seminars/Trng	<i>(Example: Case Management Workshop)</i>
** Staff Travel - <u>out of County</u>	<i>(Ex: Travel for Case Management Workshop, San Antonio, TX)</i>
** Conferences/Seminars/Trng. – <u>out of County</u>	<i>(Ex: Case Management Workshop, San Antonio, TX)</i>
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	<i>(Example: One-time utility assistance)</i>
Other (specify)	
EQUIPMENT/CAPITAL OUTLAY	
** (Specify)	Please refer to contract for capital outlay/equipment guidelines.

DRAFT

** These line items require prior approval – Refer to your Contract Language.

Capital Area Rural Transportation System

FORM # 7: PROGRAM FUNDING SUMMARY

Date prepared: 8/3/2011

for 2012 Social Service Contracts funded by Travis County

Agency Name: Capital Area Rural Transportation System	Program Name: Transportation Program
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Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	10/1/11-12/31/12	\$163,444
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)		
City of Austin			
City of Austin			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)	TXDOT		\$3,377,937
		TOTAL PROGRAM FUNDING:	\$3,541,381

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**Form #9: Travis County Health and Human Services & Veterans Service Department
2012 Performance Report Definition Tool**

Capital Area Rural Transportation System - Public Transportation Rural Travis County

Date Report was Generated: 8-3-2011

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
OUTPUT MEASURES:					
Output #1	Number of Unduplicated Clients	The data reviewed included service dates, origination addresses and customer names. The service dates must fall within the specified time periods, the origination address must be within Travis County, and client names cannot be counted more than once.	Trapeze Paratransit Dispatching and Scheduling Software, an electronic data system.	The list is created from data in the software, then reviewed manually for accuracy. Only the specified dates are selected to determine the individuals served, and all duplicate names are removed. Customers with at least one trip scheduled in the time period were selected. All addresses were then checked to determine that the origination address was within Travis County.	Katie Hutchins, AGM - Paratransit
Output #2	Number of Trips Performed	The data included all trips that met the following criteria: The trip dates fell within the specified time period, and the trip originated within Travis County.	Trapeze Paratransit Dispatching and Scheduling Software, an electronic data system.	The list of trips performed is extracted from the software system by specifying dates, and other codes which determine unique trip information.	Katie Hutchins, AGM - Paratransit
DEMOGRAPHIC AND ZIP CODE REPORT					
Gender, Race, and Ethnicity	Number of unduplicated clients by their gender, race, and ethnicity	Customer data is not tracked by these categories.			
Age	Number of unduplicated clients by their age at start of program and grouped into age categories	Customer data is not tracked by this category.			
Income Status	Number of unduplicated clients by their income status at start of program and grouped into income categories	Customer data is not tracked by this category.			
Zip Code	Number of unduplicated clients by their zip code at start of program	Customer zip code is based on pickup location.	Trapeze Paratransit Dispatching and Scheduling Software, an electronic data system.		Katie Hutchins, AGM - Paratransit

ATTACHMENT 1
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 36 month period immediately before the date of this affidavit which was not disclosed in the solicitation.

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Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
March 14, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreira	
Executive Assistant	Anna Guerra	
County Treasurer	Douglas Ortega	
County Auditor	Susan Spicaro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leroy Nellis, Interim	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Vacant	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	Vacant	

DRAFT

Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter*
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM*
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant II.....C.W. Bruner, CTP
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual	Holding Office Position	Date of Expiration
Purchasing Agent Assistant IV	Oran Jones, P.B.		07/31/12
County Executive, Planning & Budget	Rodney Rhodes		08/19/12
Purchasing Agent Assistant IV	Yolanda Gonzalez		12/16/12
Director, Health Services Division	Ben Dever		03/09/13

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



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

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

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

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a proposed Miscellaneous Easement to be granted by the State of Texas to Travis County required by the U.S. Army Corps of Engineers and the State, as a condition for initiating construction activity on the Caldwell Lane, Section 14 Emergency Streambank Erosion Protection (2005 CIP Bond) Project in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

In 2011, Travis County, TNR Public Works Staff (Engineering and ROW) began collaborative work with the U.S. Army Corps of Engineers to plan, design, and ultimately provides bank stabilization along an area of land located between Caldwell Lane and the Colorado River in Southeast Travis County. This project was approved by county voters as part of the November 2005 Bond Election. A small embankment land area has experienced considerable erosion over the past decade, and continued erosion of the riverbank threatens the integrity of several facilities involved in the provision of utility service to the general public. Specifically, Garfield Water Supply has water service equipment at risk of damage or destruction if the planned channel and infrastructure improvements are not completed. Moreover, the long-term viability of Caldwell Lane is jeopardized as well by the on-going erosion problem. A map showing the general area and approximate location of Caldwell Lane is attached as Exhibit "A." Additionally, a sketch of the project area is attached as Exhibit "B." To date, authorization and approval from all parties with a direct interest in the project (to include private property owners) have been obtained by TNR staff. However, to proceed with the anticipated construction work to be undertaken by the U.S. Army Corps of Engineers, an easement -- granting an interest from the State of Texas (General Land Office) to Travis County -- must be executed by the county (as recipient, or grantee). Additionally, the State of Texas, General Land Office (GLO) also requires payment of a \$350.00 application fee, in order to grant and process the mandatory "miscellaneous easement."

STAFF RECOMMENDATIONS:

TNR staff has worked closely with the County Attorney's Office over the past six months on meeting all the requirements for obtaining the rights to conduct the remediation and preventive erosion / stabilization work. The attached easement (Exhibit "C") has been reviewed and approved for use by the Travis County Attorney's Office. Given the nature of the threat to important public facilities, the fact that the county is the recipient of easement rights rather than the grantor, and the overall public investment in and use of the county-maintained Caldwell Lane, TNR recommends that the Commissioners Court: (1) approve the county's receipt of the proposed easement as Grantee; (2) direct execution of such easement by the County Judge as signatory; and, (3) authorize payment of the \$350.00 application fee stipulated by the General Land Office.

ISSUES AND OPPORTUNITIES:

This is an opportunity for the county to cooperate with various public and quasi-public entities to protect a public roadway, and important utility service for the local community, in a reasonable and appropriate manner.

FISCAL IMPACT AND SOURCE OF FUNDING:

If approved by the Commissioners Court, funding of \$350.00 for payment of the GLO application fee is available within the overall Caldwell Lane project budget (project # 3120 - F11500000 - 05B01A) , and is located within account # 512 4931 808 8166.

ATTACHMENTS/EXHIBITS:

- A: Map showing the subject's area and location of Caldwell Lane
- B: Sketch depicting general project
- C: Requested easement that the GLO is seeking to grant to Travis County

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Steve Sun	Acting Public Works Director	TNR	854-9383

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

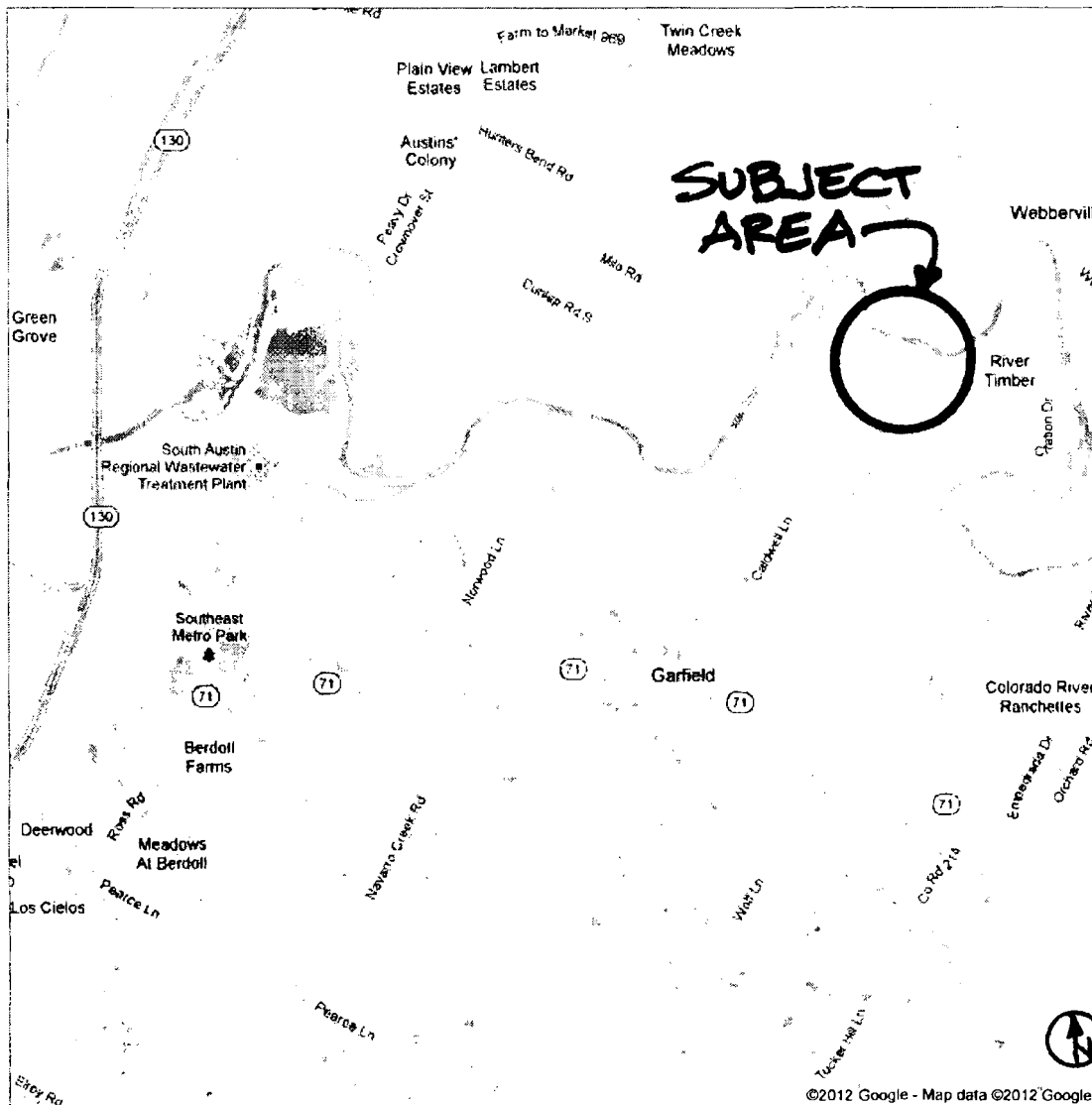
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EXHIBIT "A"

2005 Bond Project
Caldwell Lane (River Timber)
Emergency Streambank Erosion Protection



©2012 Google - Map data ©2012 Google

The State of Texas



Austin, Texas

EXHIBIT "C"

MISCELLANEOUS EASEMENT No. ME20120015

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

This Miscellaneous Easement, ME20120015 (the "Agreement"), is granted by virtue of the authority granted in Section 51.291, et seq., TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office (the "GRANTOR"), hereby grants to Travis County, whose address is PO Box 1748, Austin, TX 78767-1748, phone number (512) 854-7647, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Travis County, Texas, described as follows:

Colorado River, and the easement is a right-of-way encumbering 0.691 acres formed by the Improvements (as hereinafter defined), as constructed (the "Premises").

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A, the Survey Plat attached hereto as Exhibit B and the metes and bounds description attached hereto as Exhibit C, collectively incorporated by reference for all purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO

GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

ARTICLE III. TERM

3.01. This term of this Agreement shall begin on March 1, 2012, and shall be perpetual, for so long as Grantee shall continue to use the Premises as herein provided, unless amended, or sooner terminated as authorized by law or as set forth herein.

ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration ("Consideration") for the granting of this easement, Grantee agrees to pay the GRANTOR (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged.

B. Past due Consideration and other past due payments shall bear interest as provided in TEX. NAT. RES. CODE Section 51.301, as amended from time to time. Failure of Grantee to make a payment on or before the date the same becomes due shall, at the GRANTOR'S option, make all payments due and payable immediately.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against the Premises or the Improvements constructed thereon, provided such taxes result from Grantee's use of this easement. Grantee shall pay such taxes, charges, and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Grantee shall have the right in good faith at its sole cost and expense to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owed.

4.03. Grantee agrees to and shall protect and hold the GRANTOR harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

ARTICLE V. USE OF THE PREMISES

5.01. Channel Improvement Easement: A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over and across (the land described in Exhibits B and C) for the purposes as authorized by the Act of Congress approved _____. Grantee and Grantee's employees, contractors, and agents, including, without limitation, the Department of the Army of the United States of America, shall have the right to use the Premises for a right-of-way to construct, maintain, inspect, and repair one (1) streambank protection project to stabilize the river (the "Improvements") including, to the extent but only to the extent that GRANTOR has the legal authority to grant such rights, (and GRANTOR does not represent that it has such authority), the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate: dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work of improvement; reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. Grantee shall not use the Premises for any other

purpose without first obtaining written consent of the GRANTOR, which consent may be granted or withheld in the GRANTOR'S sole discretion.

5.02. A. The GRANTOR and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent State-owned land or land owned by Grantee, provided in the exercise of this right the GRANTOR and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. Grantee shall have the right of ingress and egress for the purposes of constructing, maintaining, operating, inspecting, and repairing the Improvements and such right is not granted for any other purpose. Grantee and the GRANTOR mutually agree to use contiguous or adjacent State-owned land or land owned by Grantee, respectively, only to the extent and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the GRANTOR'S right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises and/or as necessary for the GRANTOR to confirm the removal (in whole or in part) of the Improvements. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement.

5.03. Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from any act or omission of Grantee or Grantee's officers, employees, agents, contractors and invitees, which are related to the exercise of the rights granted in this Article V.

5.04. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):

1. Grantee is responsible for maintaining all structures authorized under this contract in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work.
2. Grantee is required to perform mitigation and/or pay surface damage fees according to the Grantor's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the Grantor of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the Grantor to Grantee following said damages.
3. Grantee shall not commit waste and shall keep all improvements and land in reasonably neat condition.
4. Grantee shall not store hazardous or petroleum products on the Premises.
5. Grantee shall leave the Premises clean and free of debris and construction materials upon completion of the streambank protection project.

B. Prior to any construction, installation or other activities on the Premises, Grantee shall provide written notice of all Special Conditions, if any, to any contractor and/or agent involved in such activities. Grantee shall send a copy of such notice to the General Land Office, ATTN: Asset Inspection, 1700 N. Congress Avenue, Austin, Texas 78701-1495.

5.05. The GRANTOR, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair (and Grantee agrees to repay the Grantor the reasonable cost thereof on written demand) and any other purpose necessary to protect the GRANTOR'S interests therein. Further, the GRANTOR shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in the GRANTOR'S sole discretion, to be consistent with Grantee's easement grant.

5.06. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.07. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V shall render such Improvements "unauthorized structures" under TEX. NAT. RES. CODE §51.302.

ARTICLE VI. ASSIGNMENTS

6.01. GRANTEE SHALL NOT ASSIGN THE PREMISES OR THE RIGHTS GRANTED HEREIN, IN WHOLE OR PART, TO ANY THIRD PARTY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTOR, WHICH MAY BE GRANTED OR DENIED IN THE GRANTOR'S SOLE DISCRETION. ANY UNAUTHORIZED ASSIGNMENT SHALL BE VOID AND OF NO EFFECT, AND SUCH ASSIGNMENT SHALL NOT RELIEVE GRANTEE OF ANY LIABILITY FOR ANY OBLIGATION, COVENANT, OR CONDITION OF THIS AGREEMENT. THIS PROVISION, AND THE PROHIBITION AGAINST ASSIGNMENT CONTAINED HEREIN, SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, AN ASSIGNMENT IS ANY TRANSFER, INCLUDING BY OPERATION OF LAW, TO ANOTHER OF ALL OR PART OF THE PROPERTY, INTEREST OR RIGHTS HEREIN GRANTED.

ARTICLE VII. PROTECTION OF NATURAL and HISTORICAL RESOURCES

7.01. Grantee shall use the highest degree of care and all appropriate safeguards to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office, the School Land Board, and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of Grantee's (or Grantee's employees, contractors, and agents) acts or omissions, Grantee shall immediately notify the GRANTOR, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915, 16 U.S.C.A. SECTION 470, ET.SEQ.) AND THE TEXAS ANTIQUITIES CODE [TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE]. IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE TAKEN. In the event that Grantee is required to cease activities, the GRANTOR shall not be liable for any costs of Grantee, Grantee's agents, employees, contractors, subcontractors, or any other person or entity as a result of any interruption of Grantee's activities or inability to use the Premises as herein contemplated.

ARTICLE VIII. INDEMNITY and INSURANCE

8.01. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM GRANTEE'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS STATE-OWNED LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN.

8.02. A. Grantee agrees to either (i) purchase and maintain a Required Policy (as hereinafter defined) of insurance coverage, or (ii) provide Financial Documentation (as hereinafter defined) to the GRANTOR. Grantee agrees to deliver or cause to be delivered to the GRANTOR and/or the GRANTOR'S designee either, as applicable: (i) a certificate of insurance for any Required Policy or (ii) Financial Documentation, within ten (10) days of execution of this Agreement. At all times during the term of this Agreement, Grantee shall cause the required evidence of insurance coverage or financial capacity to be deposited with the GRANTOR. If Grantee fails to do so, such failure may be treated by the GRANTOR as a default by Grantee under this Agreement.

B. The phrase "Required Policy" shall mean the policy of insurance required to be maintained by Grantee under the rules promulgated by the General Land Office and/or the School Land Board. Such Required Policy shall insure against any and all loss or damage as may be required by rule (including, without limitation, coverage for bodily injury, death, property damage, premises and operations, products liability, contractual liability, and/or strict liability). Any Required Policy shall name the GRANTOR (and any of its successors and assigns designated by the GRANTOR) as an additional insured.

C. The phrase "Financial Documentation" shall mean a financial statement and/or other evidence of financial responsibility or capacity which is determined to be satisfactory to the GRANTOR.

ARTICLE IX. DEFAULT, TERMINATION and EXPIRATION

9.01. If, following 30 days prior written notice from the GRANTOR specifying a default or breach, Grantee fails to pay any money due hereunder or is in breach of any term or condition of this Agreement, the GRANTOR shall have the right, at its option and its sole discretion, to terminate this Agreement and all rights inuring to Grantee herein by sending written notice of such termination to Grantee in accordance with Article XI of this Agreement. Upon sending of such written notice, this Agreement shall automatically terminate and all rights granted herein to Grantee shall revert to the GRANTOR. Such termination shall not prejudice the rights of the GRANTOR to collect any money due or to seek recovery on any claim arising hereunder.

9.02. A. Except as otherwise provided in subsection B, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, remove all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be conducted in accordance with General Land Office guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. Grantee shall notify the GRANTOR at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

B. Pursuant to 31 TEX. ADMIN. CODE §13.13(c)(1), the GRANTOR may waive the removal/restoration requirements in this Section 9.02 if, in the GRANTOR'S sole opinion and discretion, such waiver is in the best interest of the Grantor. Any such waiver shall be in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing Improvement(s), and other factors considered to be in the best interest of the GRANTOR.

ARTICLE X. HOLDOVER

10.01. If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, the amounts payable by Grantee under this Agreement shall be increased such that the Consideration payable under Section 4.01 of this Agreement and any other sums payable hereunder shall be two hundred percent (200%) of the amount payable to the GRANTOR by Grantee for the applicable period immediately preceding the first day of the holdover period. Grantee acknowledges that in the event it holds over, the GRANTOR'S actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Grantee further acknowledges that acceptance of hold over Consideration does not imply GRANTOR consent to hold over.

10.02. The tenancy from month-to-month described in Section 10.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

10.03. The Consideration due after notice of termination has been given is to be calculated according to Section 10.01 hereinabove on a pro rata basis. If upon notice of termination by the GRANTOR, Grantee pays Consideration in excess of the amount due and payable and the GRANTOR accepts such payment, the acceptance of such payment will not operate as a waiver by the GRANTOR of the notice of termination unless such waiver is in writing and signed by the GRANTOR. Any such excess amounts paid by Grantee and accepted by the GRANTOR shall be promptly refunded by the GRANTOR after deducting therefrom any amounts owed to the GRANTOR.

ARTICLE XI. NOTICE

11.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the GRANTOR to Deputy Commissioner, Professional Services, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5098, and if for Grantee, to it at PO Box 1748, Austin, TX 78767-1748, and FAX: (512) 854-4648. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

11.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XII. INFORMATIONAL REQUIREMENTS

12.01. A. Grantee shall submit to the GRANTOR, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and field notes prepared by a surveyor duly licensed by the State of Texas. The as-built survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit D. Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

B. Upon receipt of the as-built survey, prepared in accordance with this Section 12.01, the GRANTOR shall compare the as-built survey with the proposed location of the Improvements, as represented by Grantee's application to the GRANTOR and set forth in Section 2.01 hereof. If there are any changes or discrepancies in the location of the Improvements authorized by this Agreement, the GRANTOR may, in its sole discretion, either (i) terminate this Agreement and require removal and/or relocation of the Improvements upon written notice to Grantee, or (ii) replace Exhibit "B" attached hereto with a substitute corrected exhibit denoted "Exhibit B-1". The substitute shall be the as-built survey, signed by both parties, and, upon attachment hereto, Exhibit "B" shall be void and of no further effect.

12.02. If all or any part of the Improvements are buried, Grantee shall submit to the GRANTOR, one hundred eighty (180) days following installation or construction of the Improvements, a "burial survey" prepared by a surveyor duly licensed by the State of Texas. The burial survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit D. Failure or refusal by Grantee to timely provide the burial survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

12.03. Grantee shall provide written notice to the GRANTOR of any change in Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement.

12.04. Grantee shall provide to the GRANTOR any other information reasonably requested by the GRANTOR in writing within fifteen (15) days following such request or such other time period approved by the GRANTOR (such approval not to be unreasonably withheld).

12.05. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the GRANTOR describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the GRANTOR at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the GRANTOR shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the GRANTOR'S sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the GRANTOR has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the GRANTOR is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources. Within twenty-four (24) hours following such emergency

actions, Grantee shall provide notice to the GRANTOR of such actions as hereinabove provided. (If not during normal business hours, call 1-800-832-8224).

12.06. Grantee hereby acknowledges that late submission by Grantee to the GRANTOR of information (including, without limitation, as-built and/or burial surveys) required under this Agreement will cause the GRANTOR to incur various expenses not contemplated by this Agreement, the exact amount of which are presently difficult to ascertain. Accordingly, if any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the GRANTOR on or before five (5) days after the date when due, then, Grantee shall pay to the GRANTOR a "Late Charge" equal to one hundred dollars (\$100.00) for each day so past due. The GRANTOR and Grantee agree that such Late Charge represents a fair and reasonable estimate of the expenses that the GRANTOR will incur by reason of such late submission of information by Grantee. Acceptance of such Late Charge by the GRANTOR shall not constitute a waiver of Grantee's default with respect to any such past due information, nor prevent the GRANTOR from exercising any other rights and remedies granted under this Agreement, at law, or in equity.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

13.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the GRANTOR, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the GRANTOR to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire agreement, not just to the specific article, section or paragraph in which such words appear.

13.03. Neither acceptance of Consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the GRANTOR nor failure by the GRANTOR to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the GRANTOR'S rights hereunder. Waiver by the GRANTOR of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the GRANTOR hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the GRANTOR unless such waiver be in writing, signed by a duly authorized representative of the GRANTOR.

13.04. No provision of this Agreement shall be construed in such a way as to constitute the GRANTOR and Grantee joint venturers or co-partners or to make Grantee the agent of the GRANTOR or make the GRANTOR liable for the debts of Grantee.

13.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

13.06. Under no circumstances whatsoever shall the GRANTOR ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on the GRANTOR during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the GRANTOR shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

13.07. All monetary obligations of the GRANTOR and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

13.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the GRANTOR by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the GRANTOR is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the GRANTOR not expressly set forth in this Agreement.

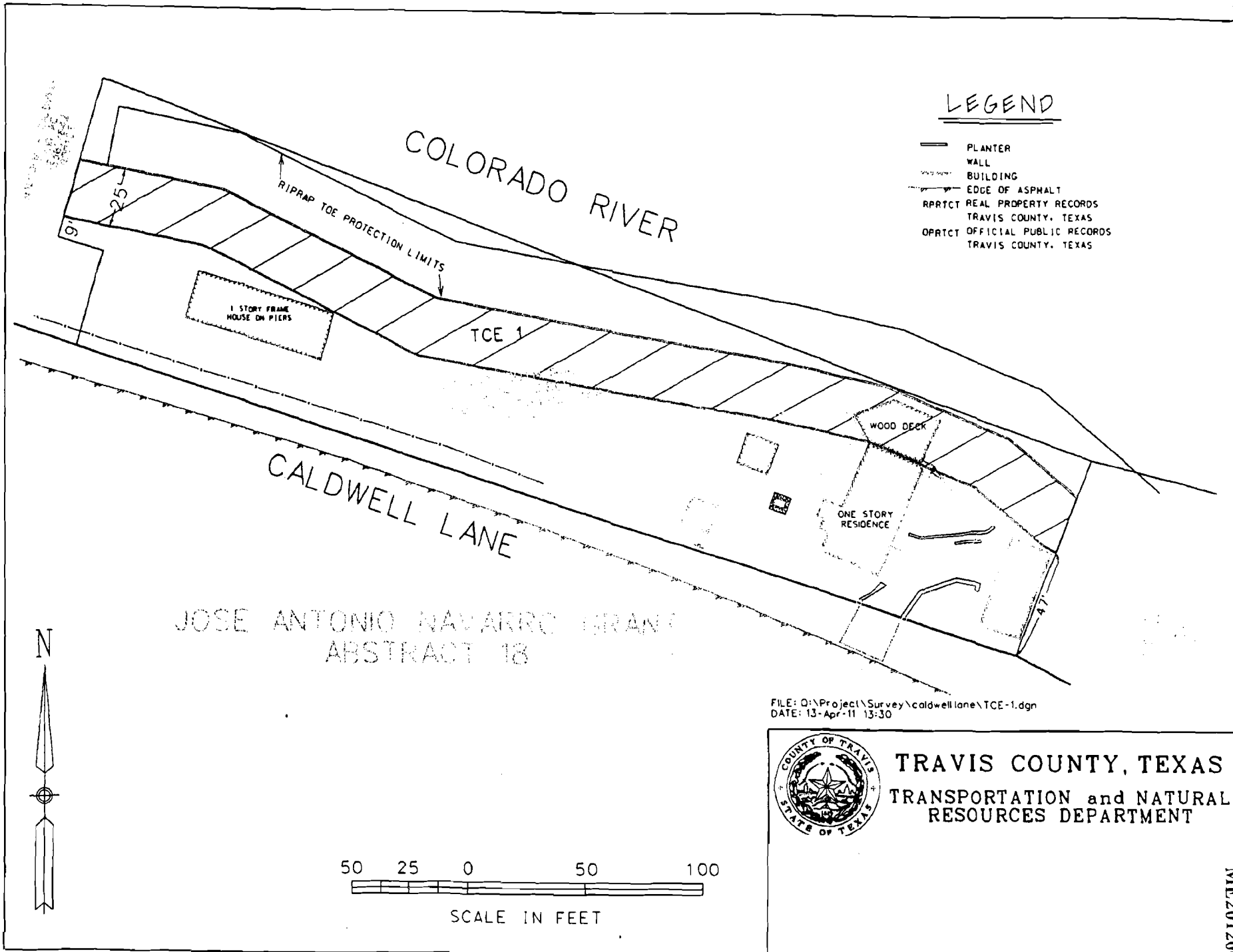
ARTICLE XIV. FILING

14.01. Grantee shall, at its sole cost and expense, record this Agreement in the Travis County Real Property Records and provide a file marked copy to the GRANTOR within 60 days after this Agreement is executed by all parties.

ARTICLE XV. ENTIRE AGREEMENT

15.01. This Agreement ME20120015, including exhibits, constitutes the entire agreement between the GRANTOR and Grantee and no prior written or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, assigned or extended except by written instrument signed by all parties hereto.

15.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.



FILE: D:\Project\Survey\caldwell lane\TCE-1.dgn
DATE: 13-Apr-11 13:30



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL
RESOURCES DEPARTMENT

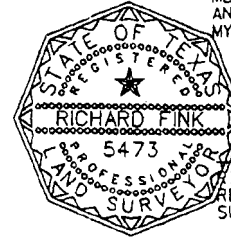
NOTES:

BEARING BASIS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THIS IS AN EASEMENT. NO MONUMENTS WERE SET FOR THIS TRACT.

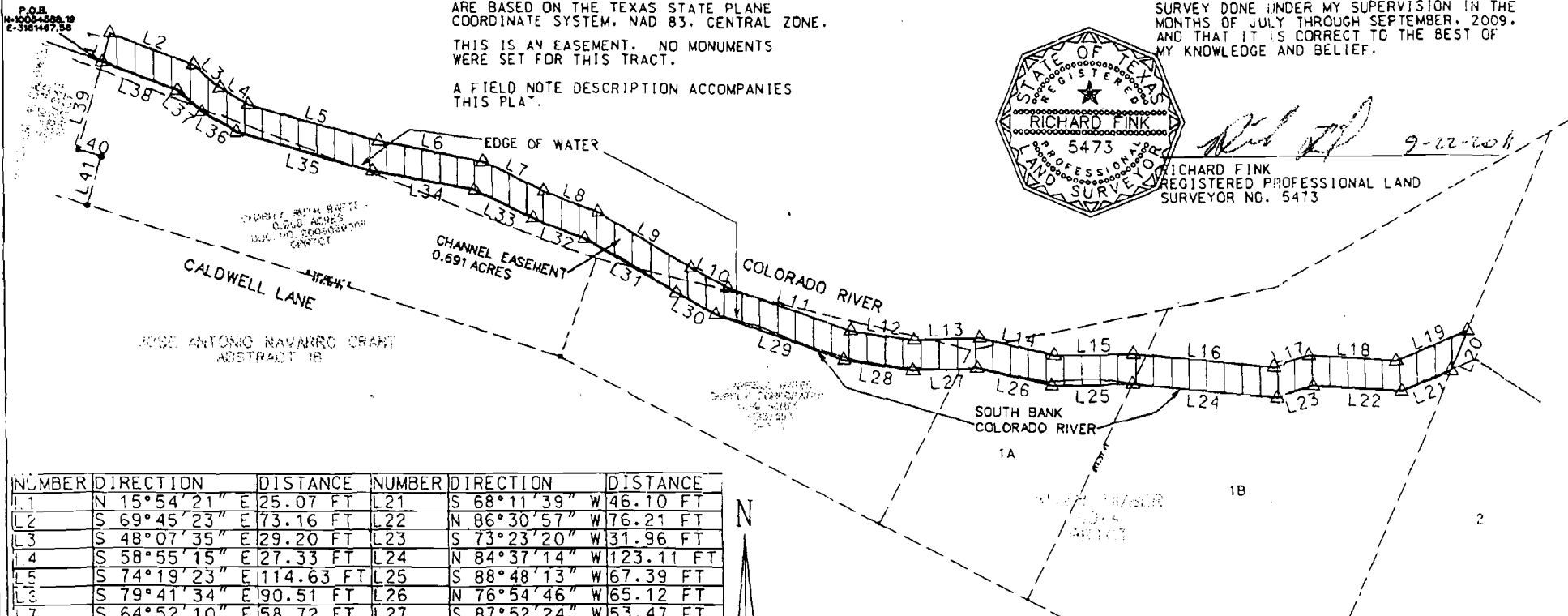
A FIELD NOTE DESCRIPTION ACCOMPANIES THIS PLAN.

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAN REPRESENTS AN ON THE GROUND SURVEY DONE UNDER MY SUPERVISION IN THE MONTHS OF JULY THROUGH SEPTEMBER, 2009, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Richard Fink
9-22-2011

RICHARD FINK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5473



NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 15°54'21" E	25.07 FT	L21	S 68°11'39" W	46.10 FT
L2	S 69°45'23" E	73.16 FT	L22	N 86°30'57" W	76.21 FT
L3	S 48°07'35" E	29.20 FT	L23	S 73°23'20" W	31.96 FT
L4	S 58°55'15" E	27.33 FT	L24	N 84°37'14" W	123.11 FT
L5	S 74°19'23" E	114.63 FT	L25	S 88°48'13" W	67.39 FT
L6	S 79°41'34" E	90.51 FT	L26	N 76°54'46" W	65.12 FT
L7	S 64°52'10" E	58.72 FT	L27	S 87°52'24" W	53.47 FT
L8	S 68°30'35" E	48.72 FT	L28	N 80°38'13" W	58.22 FT
L9	S 58°08'32" E	91.03 FT	L29	N 70°44'02" W	113.85 FT
L10	S 60°42'10" E	34.71 FT	L30	N 60°42'10" W	37.46 FT
L11	S 70°44'02" E	109.49 FT	L31	N 58°08'32" W	89.32 FT
L12	S 80°38'13" E	53.54 FT	L32	N 68°30'35" W	47.25 FT
L13	N 87°52'24" E	54.29 FT	L33	N 64°52'10" W	56.26 FT
L14	S 76°54'46" E	65.33 FT	L34	N 79°41'34" W	88.43 FT
L15	N 88°48'13" E	65.69 FT	L35	N 74°19'23" W	119.19 FT
L16	S 84°37'14" E	119.69 FT	L36	N 58°55'15" W	33.08 FT
L17	N 73°23'20" E	31.53 FT	L37	N 48°07'35" W	26.79 FT
L18	S 86°30'57" E	75.03 FT	L38	N 69°45'23" W	66.49 FT
L19	N 68°11'39" E	65.88 FT	L39	S 15°54'21" W	76.52 FT
L20	S 23°38'29" W	35.63 FT	L40	S 73°38'35" E	19.97 FT
			L41	S 15°54'21" W	41.27 FT



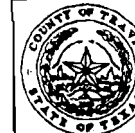
LEGEND

- △ CALCULATED POINT
- IRON ROD FOUND
- RPRCT REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- OPRCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- PRCT PLAT RECORDS TRAVIS COUNTY, TEXAS



SCALE IN FEET

FILE: Q:\Project\Survey\caldwell lane\channel esmt GLO.dgn
DATE: 22-Sep-11 12:31



TRAVIS COUNTY, TEXAS
TRANSPORTATION and NATURAL RESOURCES DEPARTMENT

SKETCH TO ACCOMPANY FIELD NOTES OF A CHANNEL EASEMENT IN THE COLORADO RIVER, IN THE JOSE ANTONIO NAVARRO GRANT, ABSTRACT 18, TRAVIS COUNTY, TEXAS

**LEGAL DESCRIPTION
OF A CHANNEL EASEMENT
OUT OF THE JOSE ANTONIO
NAVARRO GRANT, ABSTRACT 18,
TRAVIS COUNTY, TEXAS**

Being a 25 foot wide channel easement, situated in the Jose Antonio Navarro Grant, Abstract 27, being within the banks of the Colorado River, and being more particularly described as follows:

BEGINNING at a calculated point (Texas State Plane Coordinates N 10054568.19, E 3181467.58) on the south bank of the said Colorado River, for the southwest corner hereof. From which point the southwest corner of that certain tract of land called 0.998 acres, as described in a deed to Charity Ruth Bartell, recorded in Document No. 2008069305, of the Official Public Records of Travis County, Texas, bears the following calls:

S 15° 54' 21" W, at 6.52 feet, pass a point for the called northwest corner of the said Bartell tract, for a total distance of 76.52 feet to a 1/2" iron rod found for a westerly corner of the said Bartell tract;

S 73° 38' 35" E, 19.97 feet to a 1/2" iron rod found for an interior corner of the said Bartell tract;

S 15° 54' 21" W, 41.27 feet to a 1/2" iron rod found on the north right-of-way of Caldwell Lane, for the southwest corner of the said Bartell tract.

THENCE, leaving the bank of said Colorado River, entering the riverbed, N 15° 54' 21" E, 25.07 feet to a calculated point for the northwest corner hereof;

THENCE, down the said riverbed the following eighteen (18) calls, all to calculated points:

S 69° 45' 23" E, 73.16 feet;

S 48° 07' 35" E, 29.20 feet;

S 58° 55' 15" E, 27.33 feet;

S 74° 19' 23" E, 114.63 feet;

S 79° 41' 34" E, 90.51 feet;

S 64° 52' 10" E, 58.72 feet;

S 68° 30' 35" E, 48.72 feet;

S 58° 08' 32" E, 91.03 feet;

S 60° 42' 10" E, 34.71 feet;

S 70° 44' 02" E, at 21.51 feet, cross the called north line of that certain tract of land called 0.89 acres, as described in a deed to Garfield Water Supply Corporation, recorded in Volume 3188, Page 693 of the Deed Records of Travis County, Texas, for a total distance of 109.49 feet;

S 80° 38' 13" E, 53.54 feet;

N 87° 52' 24" E, at 13.35 feet, again cross the called north line of the said Garfield tract, for a total distance of 54.29 feet;

S 76° 54' 46" E, at 19.39 feet, cross the platted north line of Lot 1A, Fiver Timber, a subdivision of record in Volume 60, Page 4 of the Plat Records of Travis County, Texas for a total distance of 65.33 feet;

N 88° 48' 13" E, 65.69 feet;

S 84° 37' 14" E, at 10.94 feet, cross the platted east line of the said Lot 1A and the west line of Lot 1B, for a total distance of 119.69 feet;
N 73° 23' 20" E, 31.53 feet;
S 86° 30' 57" E, 75.03 feet;
N 68° 11' 39" E, 65.88 feet to a calculated point on the platted east line of the said Lot 1B and the west line of Lot 2, for the northeast corner hereof;

THENCE, with the platted east line of the said Lot 1B and the west line of Lot 2, S 23° 38' 29" W, 35.63 feet to a calculated point on the south bank of the said Colorado River, for the southeast corner hereof;

THENCE, up the south bank of the said Colorado River, with its meanders, the following eighteen (18) calls, all to calculated points:

S 68° 11' 39" W, 46.10 feet;
N 86° 30' 57" W, 76.21 feet;
S 73° 23' 20" W, 31.96 feet;
N 84° 37' 14" W, 123.11 feet to a calculated point on the platted west line of the said Lot 1B and east line of Lot 1A;
S 88° 48' 13" W, 67.39 feet;
N 76° 54' 46" W, 65.12 feet;
S 87° 52' 24" W, at 13.73 feet, cross the platted west line of Lot 1A and the called east line of the said Garfield tract, for a total distance of 53.47 feet;
N 80° 38' 13" W, 58.22 feet;
N 70° 44' 02" W, 113.85 feet;
N 60° 42' 10" W, 37.46 feet;
N 58° 08' 32" W, at 41.94 feet, cross the called north line of the said Garfield tract, for a total distance of 89.32 feet;
N 68° 30' 35" W, 47.25 feet;
N 64° 52' 10" W, 56.26 feet;
N 79° 41' 34" W, 88.43 feet;
N 74° 19' 23" W, at 20.67 feet, cross the called north line of the said Bartell tract, for a total distance of 119.19 feet;
N 58° 55' 15" W, 33.08 feet;
N 48° 07' 35" W, at 7.35 feet, again cross the called north line of the said Bartell tract, for a total distance of 26.79 feet;
N 69° 45' 23" W, 66.49 feet to the POINT OF BEGINNING and containing 0.691 of

an acre of land, more or less.

Bearing basis and coordinates are based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

This is an easement, no monuments have been set.

This description is accompanied by a sketch of even date.

I hereby certify that this description and accompanying sketch represents an on the ground survey made under my supervision, in the months of July through September, 2009, and is true and correct to the best of my knowledge and belief.


Richard Fink
9-22-2011
R.P.L.S. No. 5473



Existing Installations: At time of renewal of an easement for an existing underground power transmission line or communication line, provide the data as required under Section 3.02.(iv) of this easement contract.

CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING WITH THE EXCEPTION OF DIRECTIONALLY DRILLED WELL BORE LOGS IN ITEM B1C.

B. SPECIFIC INSTRUCTIONS:

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location.

1. Projects located on Tidally Influenced State-owned lands (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

a. Rights-of-Way (e.g., Miscellaneous Easements for transmission lines, roads, etc.)

Coordinates must be provided at the beginning and ending points of the ROW's centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.). These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc.) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

b. Surface Leases (e.g., well platforms on un-leased tracts, etc.)

A metes and bounds description (or other valid description) must be provided for the area encumbered by a surface lease. This description must be in increments of not less than one acre for the area surrounding a platform or structure, with the point of beginning, well location, and other structures on the leased site identified and properly located by coordinates. The point of reference from either the center or the corner of a platform or structure must be specified, with coordinates given at one or more points on the Texas State Plane Coordinate System of 1927 or 1983.

c. Sub-Surface Easements (e.g., directionally drilled well bores, etc.)

Sub-surface easements for directionally drilled well bores shall consist of a corridor having a ten (10) foot radius around the directionally drilled well bores as it is shown by an as-built directional well survey. Directional well surveys shall show the following information: surface location (as described in item B.1.b., above), sub-surface elevation of each angle point, and the bottom hole location as shown on well bore log. These items shall be identified by a value given at not less than one point on any locative document, referenced to the Texas State Plane Coordinate System of 1927 or 1983.

2. Projects Across (Rights-of-Way) State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence:

a. Upland Tract (State Fee Lands):

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (which ever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. ROW's less than 1,000 feet long but greater than 500 feet require one mid-point to be identified on the survey plat.

b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.



Travis County Commissioners Court Agenda Request

Meeting Date: 4/3/12

Prepared By/Phone Number: Donald W. Ward Phone #: 8549317

Division Director/Manager: Donald W. Ward, P.E., Director Road Maintenance and Fleet Services

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

Sponsoring Court Member: County Judge Sam Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on the TNR Road Maintenance FY 2012 work plan.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff compiled the proposed FY 2011-2012 work plan based on the recommendations of the 2010 Pavement Condition Survey Report prepared by IMS, updated pavement management conditions by road maintenance personnel, field review of the projects and constituent requests. The proposed list includes approximately 60 miles of surface treatment, eight miles of reconstruction/rehabilitation, 40 miles of HMAC Overlay, 24 miles of asphalt rejuvenation, 30 miles of edge/shoulder repair, various drainage projects and numerous pedestrian way (sidewalk) projects.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the FY 2011-2012 work plan.

ISSUES AND OPPORTUNITIES:

The project lists were inspected in the field by TNR Road Maintenance Staff to ensure the recommended treatments were appropriate and, if deemed necessary, modifications were made to the list based on the field inspection, maintenance history, and proximity. Additionally, with the drought conditions from the last two years the roadway system has experienced very rapid degradation and has caused significant decrease in the Overall Condition Index (OCI) in a large portion of the roadway system.

During the later part of FY 2008 through FY 2010, the rising cost of asphalt and the significant drop in road and bridge revenues have dramatically impacted the operations of road maintenance in that a reduction would be necessary in the future mileage of roadways/projects that are routinely maintained by overlays, surface treatments and reconstruction.

Road Maintenance has been able to maintain the court approved 75% of arterials in “Good to Fair” condition and 70% of all other roadways in “Good to Fair” condition at the present time. However, within the next three to five years this current mileage will not be adequate to maintain the court approved percentages and has been worsened by the recent drought conditions.

Additionally, for the past several years the eastern portion of Travis County has experienced dramatic developmental growth and the construction of SH 130. Unfortunately the impact of these two conditions has had a major impact on the roadway system in this area of the county. Road Maintenance Staff has analyzed a corridor five miles on either side of SH 130 and have found a significant lowering of the Overall Condition Index (OCI) which rates the condition of the roadway based upon numerous deterioration parameters. The roadway system is experiencing a decrease in numerous areas from “Good to Fair” to “Marginal to Poor” in two years or less. Significant resources have been spent and will need to be expended in this corridor to maintain the “Good to Fair” condition. As part of TNR’s FY 2011-2012 work plan, road maintenance will be continue utilizing alternative paving techniques including the use of recycled asphalt, asphalt rejuvenation and edge/shoulder repair to achieve extended longevity, reduce unsafe roadway conditions and to improve the overall OCI for many roadways throughout the county.

FISCAL IMPACT AND SOURCE OF FUNDING:

The most recent unit costs for each category of roadway improvement were used to prepare the lists based on the court approved budget for that category for FY 2011-2012.

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

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

CC:

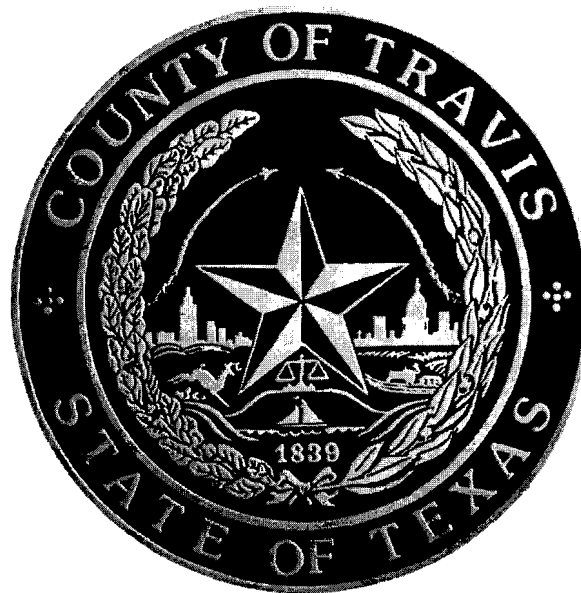
David Greear	Traffic Program Manager	TNR	854-9383
Howard Herrin	ROW Section Manager	TNR	854-9383
Diana Ramirez	PBO Analyst	PBO	854-9694
Jessica Rio	PBO Assistant Budget Manager	PBO	854-4455

SM:DW:

4101 - Road, Bridge, Fleet Svs -

**TRANSPORTATION
&
NATURAL RESOURCES
DEPARTMENT**

ROAD MAINTENANCE



FY 2012

**WORK PLAN*
&
PROGRAM OBJECTIVES**

* The Annual Work Plan is a guide.
Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

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Road Maintenance Program Structure

The Road Maintenance Division will assign resources in program areas to respond and complete customer requests and to meet annual work plan objectives. Resources will be assigned to core or countywide elements at each service center to perform maintenance, or services for roadways, right-of-ways, traffic control, and customer service issues.

Roadway Maintenance Program

Roadway Elements

4105 - Roadway Reconstruction/Rehabilitation.	County Wide Element
4110 - Paving (Surface Treatment).	County Wide Element
4111 - Edge and Shoulder Restoration.	County Wide Element
4112 - Roadway Patching & Crack Sealing.	Core Element
4114 - HMAC Overlay/Alternative Paving Treatment.	Contracted Services
4128 - Pedestrian Way Maintenance (Sidewalks and Trails).	County Wide Element/ Contracted Services

Right-of-Way Maintenance Program

ROW Elements

4120 - Secondary Drainage Maintenance.	Core Element
4121 - Drainage Structure Rehabilitation.	Core Element
4125 - Mowing, Brush & Vegetation Control.	Core Element
4127 - Work Order Response.	Core Element

Traffic Control

All Traffic Engineering, sign fabrication, installation and maintenance of traffic control devices (traffic signs) including asphalt markings (striping).

Traffic Elements

4305 - Sign Fabrication.	County Wide Element
4115 - Sign Maintenance.	Core Element
4116 - Pavement Striping/Markings.	County Wide Element
4118 - Traffic Engineering & Traffic Safety.	County Wide Element

Customer Service

All services in support to other elements and external customer requests.

Customer Service Elements

8305 - Work Request & Dispatch Operations.	County Wide Element
8510 - Solid Waste Management/Transfer.	County Wide Element
8515 - After-hours Response (24 hr. Response).	Core Element
8520 - Precinct Services (Commodity Delivery & Admin. Svcs).	Core Element
8525 - Indigent Burial.	County Wide Element
8530 - CSR Support Services.	County Wide Element

County Wide Elements will respond to work plan and customer requests throughout the county with human resources for these elements based at a specified service center.

Core Elements will respond to work plan and customer requests at each service center with human resources for these elements based at each service center.

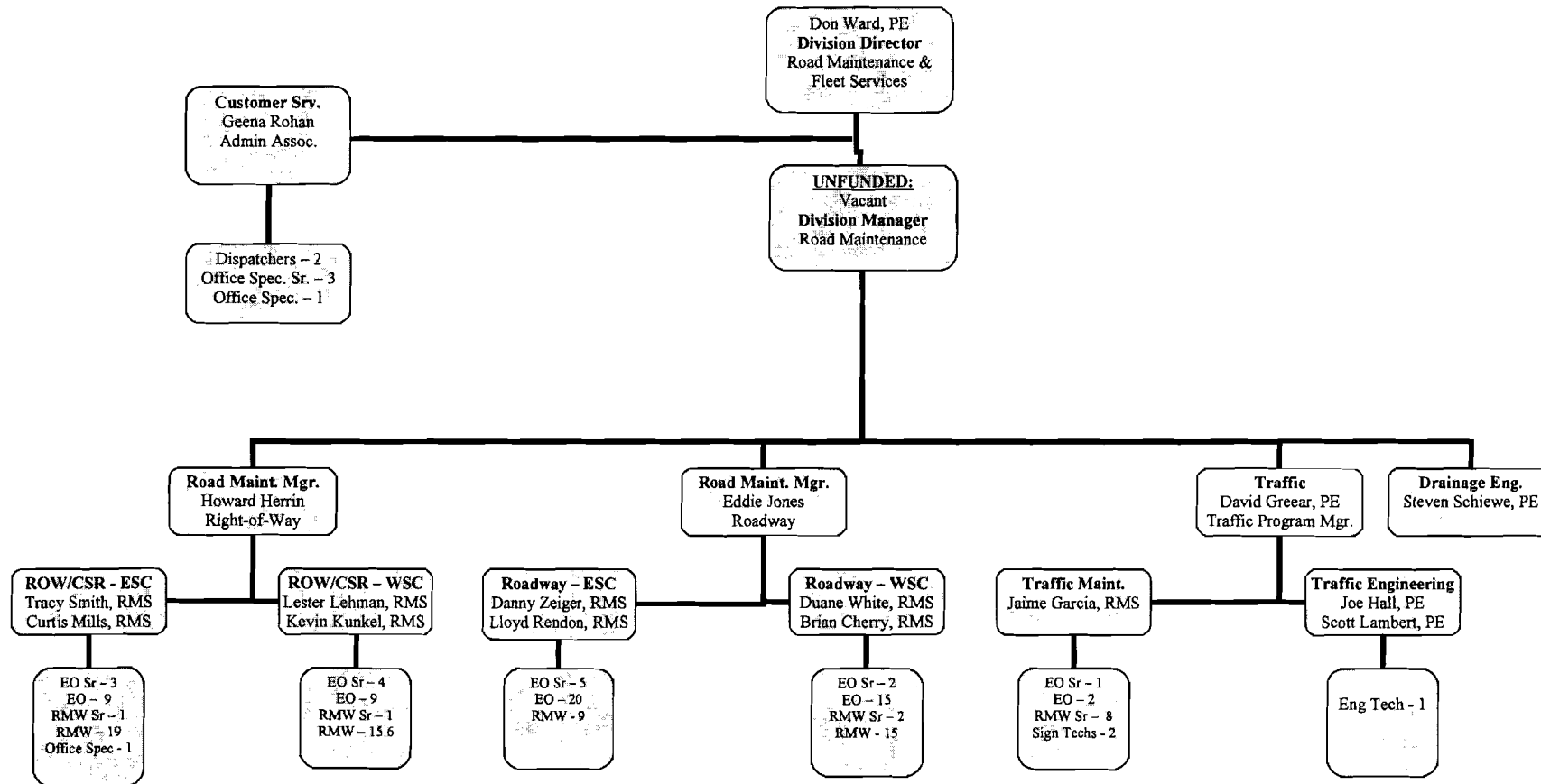
Road Maintenance Human Resource Allocation

Program & Location Assignment *, **						
Job Descriptions	Road Maintenance East Service Area Precincts 1, 2, 4		Road Maintenance West Service Area Precinct 3		Traffic Control & Customer Service	Mgt & Admin
	Roadway ESC	ROW ESC	Roadway WSC	ROW WSC	All Facilities	EOB
Road Maintenance Worker	16	14	8	15	5.6 (Cem/SWT/CSR)	
Road Maintenance Worker Sr	1	1	1	1	8 (TC)	
Equipment Operators	21	9	14	9	2 (TC)	
Equipment Operators Sr	5	3	2	4	1 (TC)	
Sign Fabricators					2 (TC)	
Road Maintenance Supervisor	2	2	2	2	1 (TC)	
Dispatchers					2 (ESC)	
Office Specialist					2 (ESC & Sat 4)	
Office Specialist Sr					3 (All Fac)	
Administrative Associate						1
Engineering Tech					1 (EOB)	
Engineer (Traffic/Drainage)					3 (EOB)	
Road Maintenance Managers	1			1		
Traffic Program Manager						1
Division Manager						1
Division Director						1
*FY 12 Totals:	46	29	27	32	30.6	4
Total All Programs in Division:						168.6
*FY12 - unfunded						-1
*FY12 total effective FTE's in Programs in Division:						167.6

*In FY12 one (1) position was unfunded.

Road Maintenance Assignments

The following chart indicates the Road Maintenance management and supervisory staff assignments. Road Maintenance Managers are responsible for direct management of all resources assigned to core and countywide elements in their service areas. Road Maintenance Supervisors are responsible for supervisory resources within their assigned elements.



Performance Measures

PROGRAMS

OUTPUT MEASURES

ROADWAY MAINTENANCE ELEMENTS

4105 Road Reconstruction/Rehabilitation

Spot Reconstruction	0.96 miles
Rehabilitation	<u>8.03 miles</u>
Total	8.99 miles

4110 Surface Treatment

Surface Treatment (Chip Seal application) to identified projects (2010 Pavement Management Survey used to identify projects)	47.61 miles
Grade 6	13.05 miles

4111 Edge Shoulder Restoration 30.00 miles

4112 Pothole Patching 125.00 miles

4113 Crack Sealing 125.00 miles

4114 Hot Mix Asphalt Concrete (HMAC) Overlay

1-1/2" Type "C" HMAC Overlay on identified roadway projects	39.95 miles
Alternate Pavement Treatments (Rejuvenate) projects	23.60 miles

4128 Pedestrian Way Maintenance

Repair non-compliant sidewalk/driveway locations	1,380 feet
Construct new sidewalks/ramps	610 feet
Contracted Services repair of non-compliant sidewalks	65 each
Contracted Services replacement of non-compliant curb ramps	3 each
Contracted Services construct new sidewalks	595 feet

RIGHT-OF-WAY MAINTENANCE ELEMENTS

4120 Secondary Drainage

Drainage projects <500 hours	325 projects
Drainage projects >500 hours	5 projects

4121 Drainage Structure Rehabilitation TBD

4125 ROW Vegetation Control

ROW Mowing	2700 miles
ROW Brush Clearing	100 miles
ROW Herbicide Application	300 miles

4127 Work Order Response

Dead Animal Pickup	300 responses
Litter Response	500 responses

PROGRAMS

OUTPUT MEASURES

TRAFFIC CONTROL MAINTENANCE ELEMENTS

4305 Sign Fabrication	6500 units
4115 Sign & Barricade Maintenance	6500 devices
4116 Roadway Striping	450 miles
4118 Traffic Engineering	210 responses

CUSTOMER SERVICE ELEMENTS

8505 Dispatch & Program Operations

Receive/Enter Work Requests	2500 requests
Coordinates Purchase Requisitions for Road Maintenance Materials	150 requests

8510 Solid Waste Management TBD

8515 After-hours / Disaster Response 125 responses

8520 Precinct Services & Administrative Support & Water Sales

Commodity Delivery 2 per week

8525 International Cemetery

Provide services for indigent burials	144 per year
Provide maintenance for two (2) cemeteries	102.50 acres

8530 CSR Support Services

Sight distance mowed	100 responses
ROW litter responses	75 responses
ROW litter responses (Weekend)	325 responses
Brush control projects	50 responses

SECTION 1

**ROAD
&
BRIDGE**

PROGRAM 41

Transportation & Natural Resources Road Maintenance Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe roadway system: Maintain 70% of accepted roads in fair or better condition, as measured by Pavement Management (PM) condition surveys.

- Maintain 75% of arterial and collector roads in fair or better condition as measured by PM condition surveys.
- Manage and operate the County transportation system to accepted practices of the American Public Works Association (APWA).

Objective

To provide cost effective, efficient and safe roadways through rehabilitation, reconstruction, surface treatment, unpaved road maintenance, pothole patching, crack sealing and HMAC overlay to failed sections of accepted roadways; to provide preventive and reactive maintenance through the use of traffic control and pavement marking devices; to provide engineering review for traffic impact analysis studies, traffic control plans, utility cuts plans, and to respond to constituent requests regarding traffic issues in compliance with department standards.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/12, 04/15/12, 07/15/12 and 10/15/12.
- Baselines for these projects will be scheduled and tracked utilizing HTE, MS Project, Access and Excel.

Support Staff & Their Contribution

Planning & Engineering

- Develop annual project list, respond to and recommend project and roadway design modifications and review, survey and update the Geographic Information System (GIS) database for completed projects.

Traffic Engineering

- Assure compliance with Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and Texas Transportation Code.

Financial Services

- Develop materials and service contracts and process Purchase Request Form's (PRF's) and contract invoices to meet program demands.

TNR Dispatch

- Coordinate materials delivery and provide liaison with financial services for processing.

TNR Sign Shop

- Manufacture regulatory and non-regulatory signs for maintenance operations.

Identified Roadway Project Lists

All roadway projects that are listed in this work plan have been recommended for their identified improvements through the 2010 Pavement Management condition survey. Each project will be evaluated before final determination of final maintenance application is scheduled or performed. Some projects may be dropped or postponed and new projects may be added as needed.

Unidentified projects not listed at this time may be added to the project list as they are recognized. These projects would include roads/streets in proximity to scheduled projects or other projects *approved by the Division Director*.

4105 - Rehabilitation/Reconstruction

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- To complete approximately **0.96 miles** of Spot Reconstruction.
(Excavate and remove failed portions to full depth and replace with new HMAC materials).
- To complete approximately **8.03 miles** of Rehabilitation/Widening.
(Recycle existing roadway materials, profile roadway, add new base materials as required, and apply HMAC/Surface Treatment for new travel surface).

Performance Monitors and Measures:

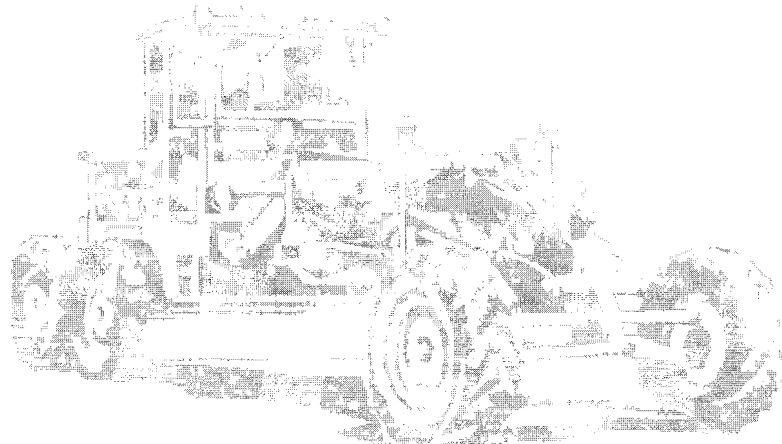
- Completion of all projects that are identified in the work plan as determined by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other right-of-way (ROW) improvements, and comply with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

Complete construction phases on schedule:

- Site Prep & Geo-Technical Assessment (Drainage Rehabilitation)
- Recycle and Sub-grade Process (Base Receipt and Process)
- Final Grade & Prime (Final Paved Surface)

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Danny Zieger	80%
Team Leaders:	Jeremy Featherson/ John Smith/ Arnold Hewitt	100%
Team Members:	13 – EO's 5 – RMW's	100%
Engineer:	Scott Lambert	15%



Spot Reconstruction*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	L12800	VOELKER LN	BALLERSTEDT RD	US HWY 290	0.96
				TOTAL MILES	0.96

Rehabilitation*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	N12200	SANDEEN RD	WALTON HILL PASS	BRITA OLSON RD	1.27
1	L11910	TOWER RD	SUNCREST RD	BOIS D ARC RD	1.14
3	M06500	+QUINLAN PARK	TIERRA GRANDE TRL	BELLA MAR TRL	0.33
4	E09900	ELROY RD	FAGERQUIST	JACOBSON RD	0.36
4	E09900	ELROY RD	JACOBSON RD	LARKDALE LN	0.52
4	E09900	ELROY RD	LARKDALE LN	FM 812 RD	1.21
4	E09800	MC ANGUS RD	TOWERY LN	ELROY RD	1.57
4	B08200	TURNERSVILLE RD	TRAVIS-HAYS LINE	N/S TURNERSVILLE RD	1.63
				TOTAL MILES	7.70

+ QUINLAN PARK is a widening project.

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4110 - Surface Treatment

This element is a countywide roadway maintenance element. Resources will be available at the West Service Center to respond to projects in all service areas.

Actions:

- Prepare eligible roads for Surface Treatment.
- To complete **47.61 miles** Surface Treatment including conversion roads, spot reconstruction roads and rehabilitation roads.
- To complete **13.05 miles** of Grade 6 Surface Treatment, which uses aggregate gravel rock approximately 3/16 inches or smaller.

Performance Monitors and Measures:

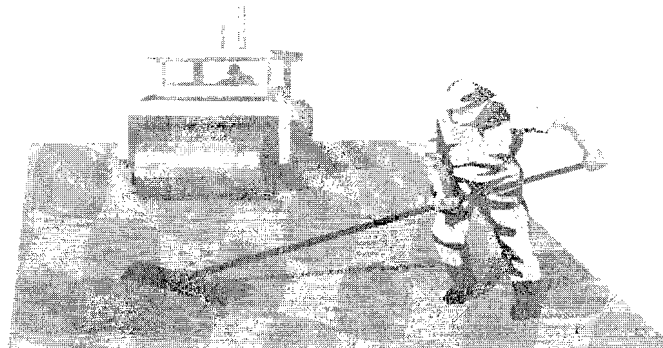
- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to overall established schedules.

Complete construction phases on schedule:

- Prepare roads for Surface Treatment applications.
- Pave 26.34 miles in Precinct One
- Pave 0.92 miles in Precinct Two
- Pave 3.87 miles in Precinct Three
- Pave 16.48 miles in Precinct Four
- Pave 13.05 miles in Precinct Two of Grade 6 Surface Treatment

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	15%
Element Supervisor:	Duane White	80%
Team Leaders:	Vacant /Jayson Collins	100%
Team Members:	14 - EO's 2 - RMW's	100%
Engineer:	Scott Lambert	15%



Surface Treatment*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	J12908	ALICIA DR	MORIN DR	TRAVIS-BSTRP CO	0.20
1	H12401	ANNABELLE DR	INGRID DR	CUL-DE-SAC	0.14
1	K10200	AUS-TEX LN	BLUE GOOSE RD	CUL-DE-SAC	0.66
1	M12201	CHURCH LN	JACOBSON RD	NEW SWEDEN CHURCH ROA	0.42
1	G12200	COLEMAN BRANCH CREEK RD	WEBBERWOOD WAY	END	0.12
1	H12405	DEIDRA DR	INGRID DR	CUL-DE-SAC	0.23
1	J12605	DELORIO ST	JONAH LN	END	0.35
1	J12606	GALILEE CT	JOHAN LN	END	0.35
1	L13000	GIESE LN	FM 1100 RD	FM 1100 RD	2.37
1	H12404	GIESLA DR	INGRID DR	CUL-DE-SAC	0.07
1	N13800	HARRY LIND RD	CARLSON LN	CARLSON RD	0.67
1	J12901	INGRAM DR	END	END	0.19
1	M12100	JACOBSON RD	BOIS D ARC RD	MANDA RD	0.37
1	M12100	JACOBSON RD	NEW SWEDEN	BOIS D ARC RD	1.68
1	J12603	JONAH LN	DELORIO ST	MOSES LN	0.15
1	J12603	JONAH LN	MOSES LN	TRAPPERS TRL	0.08
1	H12407	JOTHAN DR	SYLVIA DR	CUL-DE-SAC	0.07
1	H12102	LIVEOAK LN	END	DAMITA JO DR	0.16
1	N12400	LUND CARLSON RD	HARRY LIND RD	LUND RD	0.48
1	N12400	LUND CARLSON RD	LUND RD	COUNTY LINE RD	1.06
1	N12400	LUND CARLSON RD	MANDA CARLSON RD	WELLS LN	1.22
1	N12400	LUND CARLSON RD	SKOG RD	HARRY LIND RD	0.47
1	N12400	LUND CARLSON RD	WELLS LN	WERCHAN LN	1.03
1	N12400	LUND CARLSON RD	WERCHAN LN	SKOG RD	1.03
1	N13400	LUND RD	LUND CARLSON RD	SKOG RD	1.06
1	N13400	LUND RD	SKOG RD	TRAVIS-WMSON CO	0.58
1	H12200	MARNIE DR	DEAD END	ANN SHOWERS DR	0.08
1	J12902	MORIN DR	HOGEGYE RD	INGRAM DR	0.51
1	J12604	MOSES LN	JONAH LN	DEAD END	0.13
1	H12101	POSTOAK PKWY	END	DAMITA JO DR	0.16
1	N12200	**SANDEEN RD	WALTON HILL PASS	BRITA OLSON RD	1.27
1	H12408	SILVIA DR	ANN SHOWERS DR	JOTHAN DR	0.39
1	H12408	SILVIA DR	JOTHAN DR	ANN SHOWERS DR	0.41
1	M11901	SPARKS RD	FM 973	END	1.02
1	L11910	**TOWER RD	SUNCREST RD	BOIS D ARC RD	1.14
1	J12602	TRAPPERS TRL	END	VERNA ST	0.25
1	J12602	TRAPPERS TRL	VERNA ST	ANN SHOWERS DR	0.12
1	J12800	TRISTAM DR	ANN SHOWERS DR	CUL-DE-SAC	0.59
1	J12801	UNICE DR	ANN SHOWERS DR	CUL-DE-SAC	0.19
1	J12607	VERNA ST	TRAPPERS TRL	END	0.27
1	J12905	VIOLA DR	CUL-DE-SAC	LUCINDA DR	0.07
1	H12403	VIVIAN DR	CUL-DE-SAC	LUCINDA DR	0.09
1	L12800	**VOELKER LN	BALLERSTEDT RD	US HWY 290	0.96
1	G12706	WEBBER OAKS CV	WEBBERWOOD WAY	CUL-DE-SAC	0.22
1	G12705	WEBBERWOOD RIDGE DR	WEBBERWOOD WAY	CUL-DE-SAC	0.20
1	G12703	WEBBERWOOD WAY	400' N WEBBER OAKS	CUL-DE-SAC NORTH	0.10
1	M13601	WELLS RD	CARLSON LN	LUND CARLSON RD	1.91

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	M13601	WELLS RD	F M 1100 RD	WELLS SCHOOL RD	0.63
1	M13601	WELLS RD	WELLS SCHOOL RD	CARLSON LN	0.43
				PCT 1 TOTAL	26.34
2	O11204	GATE DANCER LN	CUL-DE-SAC	TRAVIS WMSON CO	0.38
2	P11000	GREENRIDGE DR	1320 FT S OF CR 138	CUL-DE-SAC	0.31
2	P11506	MARTIN CV	DEAD-END WEST	MARTIN LN	0.23
				PCT 2 TOTAL	0.92
3	N07800	SPICEWOOD SPRINGS RD	3018' N OF CAP OF TX HWY	WHITECLIFF DR (NORTH INTER)	0.62
3	N07800	SPICEWOOD SPRINGS RD	WHITECLIFF DR (NORTH INTER)	YUCCA MTN	0.38
3	N07800	SPICEWOOD SPRINGS RD	YUCCA MTN	500' S OF OLD LAMPASAS TRL	1.89
3	J07210	THE HIGH RD	WESTLAKE DR	TRAIL OF MADRON	0.38
3	K07819	WESTLAKE DR	WESTLAKE CLL	THE HIGH RD	0.12
3	K07819	WESTLAKE DR	THE HIGH RD	LAKESHORE DR	0.47
				PCT 3 TOTAL	3.87
4	E09601	AIRLINE TERRACE	CUL-DE-SAC	CREEDMOOR DR	0.12
4	D10704	ALPS DR	SWISS DR	SWISS DR	0.30
4	D10705	BERN DR	SWISS DR	SWISS DR	0.32
4	D10703	CHALET DR	SWISS DR	SWISS DR	0.29
4	E09103	COLTON RD	BURLESON RD	US HWY 183	0.16
4	E09501	COLTON RD	DG COLLINS	US 183	0.35
4	E09600	CREEDMOOR DR	BARRICADE	FM 812 RD	0.42
4	E09600	CREEDMOOR DR	US HWY 183	BARRICADE	0.41
4	D10710	DOBUSH DR	ALPINE DR	SWISS DR	0.21
4	E09900	**ELROY RD	FAGERQUIST	JACOBSON RD	0.36
4	E09900	**ELROY RD	JACOBSON RD	LARKDALE LN	0.52
4	E09900	**ELROY RD	LARKDALE LN	FM 812 RD	1.21
4	E10011	FOLEY DR	ROSS RD	CUL-DE-SAC	0.39
4	D10402	FOREST GLEN CV	CUL-DE-SAC	TIMBER HILLS DR	0.19
4	D10709	GENEVA DR	SWISS DR	ALPINE DR	0.16
4	C09001	GUERRERO LN	SHIVELY LN	RODRIGUEZ RD	0.19
4	D10601	LARKDALE LN	ELROY RD	END	0.19
4	E09605	LAVA HILL RD	US HWY 183	CUL-DE-SAC	0.27
4	D10901	LINDEN LP	END OF PVT	LINDEN RD	0.36
4	D10901	LINDEN LP	END	FAGERQUIST RD	0.30
4	D10711	LUCERNE DR	SWISS DR	SWISS DR	0.18
4	D10603	MARTIN LN	ELROY RD	DEAD END (EAST)	0.16
4	E09800	**MC ANGUS RD	TOWERY LN	ELROY RD	1.57
4	F10901	NAVARRO CREEK RD	HWY 71	END	1.94
4	D10401	PANARAMA CT	TIMBER HILLS DR	CUL-DE-SAC	0.20
4	E09603	PLANEVIEW DR	US HWY 183	VIEWING PL	0.08
4	D10602	PLOVER PL	ELROY RD	END	0.84
4	D10708	RHONE DR	SWISS DR	ALPINE DR	0.17
4	C09000	SHIVELY LN	CUL-DE-SAC	US HWY 183	0.48
4	C09201	SUNBONNET CV	BLOCKER LN	CUL-DE-SAC	0.09
4	D10702	SWISS DR	ALPINE DR	ALPINE DR	1.51
4	B08200	**TURNERSVILLE RD	TRAVIS-HAYS LINE	N/S TURNERSVILLE RD	1.63
4	D10707	VEVEY DR	SWISS DR	SWISS DR	0.37
4	E09602	VIEWING PL	CUL-DE-SAC	AIRLINE TER	0.23

Pct	Fac ID	Road Name	Begin	Ending	Miles
4	D10706	ZURICK DR	SWISS DR	SWISS DR	0.32
				PCT 4 TOTAL	16.48
				ALL PCT TOTALS	47.61

** = to be started after Spot Reconstruction/Rehabilitation work is completed.

Grade 6*

Pct	Fac ID	Road Name	Begin	Ending	Miles
2	N09122	ALPHA COLLIER DR	KLATTENHOFF DR	MAPLE HOLLOW TRL	0.11
2	N09122	ALPHA COLLIER DR	MAPLE HOLLOW TRL	QUIET WOOD DR	0.21
2	N09122	ALPHA COLLIER DR	QUIET WOOD DR	WELLS PORT DR	0.15
2	N08031	AMARILLO AVE	MC NEIL DR	DALLAS DR	0.41
2	N09130	ANITA MARIE LN	MAGALENE WAY	MERRILLTOWN DR	0.19
2	N09166	BESCOTT DR	CUL-DE-SAC	CUL-DE-SAC	0.31
2	N09148	CASTLE VIEW DR	WELLS PORT DR	CERVIN BLVD	0.19
2	O09836	CENTRAL COMMERCE CIR	EARL BRADFRD	CENTRAL COMMERCE	0.20
2	O09821	CENTRAL COMMERCE DR	GRAND AVE PKWY	MAINT END	0.26
2	O09821	CENTRAL COMMERCE DR	PFLUGERVILLE LP	GRAND AVE PKWY	0.48
2	O09821	CENTRAL COMMERCE DR	FM 1825	PFLUGERVILLE LP	0.25
2	O09821	CENTRAL COMMERCE DR	CENTRAL COMMERCE CT	PICADILLY DR	0.17
2	N09132	CERVIN BLVD	BESCOTT DR	PLOVERVILLE LN	0.23
2	N09132	CERVIN BLVD	PLOVERVILLE LN	FRONIA WOODWARD	0.18
2	N09132	CERVIN BLVD	FRONIA WOODWARD	WELL PORT DR	0.11
2	N09146	CERVIN CV	CERVIN BLVD	CUL-DE-SAC	0.04
2	N09156	CHARLA CIR	ROBERT I WALKER	ROBERT I WALKER	0.05
2	N08021	CORPUS CHRISTI DR	PARMER LN	139' W OF AMARILLO AVE	0.35
2	N09143	CRYSTAL CT	KLATTENHOFF DR	CUL-DE-SAC	0.06
2	N09145	CRYSTAL SHORE DR	WELLS PORT DR	KLATTENHOFF DR	0.20
2	N08028	DIME BOX TRL	KERRVILLE FOLKW	DALLAS DR	0.21
2	O09833	EARL BRADFORD CT	CENTRAL COMMERCE	CENTRAL COMMERCE	0.08
2	O09607	EMMETT PKWY	NATURAL SPG	WELLS PORT DR	0.25
2	O09607	EMMETT PKWY	WELLS PORT DR	50' W WELLS PORT DR	0.01
2	N09162	ENDICOTT DR	WOOD CHASE TRL	CUL-DE-SAC	0.08
2	N09117	FRONIA WOODWARD RD	CERVIN BLVD	ALPHA COLLIER DR	0.05
2	O09608	FUZZ FAIRWAY	NATURAL SPG	WELLS PORT DR	0.24
2	N09105	GOLD FISH POND AVE	KLATTENHOFF DR	SPRING WAGON LN	0.19
2	O09820	GRAND AVENUE PKWY	VISION DR	VIKI LYNN PL	0.40
2	O09820	GRAND AVENUE PKWY	THREE POINTS RD	BRATTON LN	0.49
2	O09820	GRAND AVENUE PKWY	IH 35 SERVICE	THREE POINTS RD	0.23
2	N09110	GREAT WILLOW DR	ALPHA COLLIER DR	CUL-DE-SAC	0.18
2	O09609	ICEBERG LN	EMMETT PKWY	END	0.03
2	N09139	JENNAVE LN	MICHAEL WAYNE DR	GAYLORD DR	0.12
2	N09121	KLATTENHOFF DR	WELLS PORT DR	CRYSTAL SHORE DR	0.25
2	N09121	KLATTENHOFF DR	CRYSTAL SHORE DR	ROBERT I WALKER	0.35

Pct	Fac ID	Road Name	Begin	Ending	Miles
2	O09610	LONG VISTA DR	BRATTON LN	WELLS PORT DR	0.18
2	O09610	LONG VISTA DR	WELLS PORT DR	GRAND AVE PKWY	0.46
2	O09610	LONG VISTA DR	GARAND AVE PKWY	BRATTON LN	0.40
2	N08026	LUCKENBACH LN	CORPUS CHRISTI	KERVILLE FOLKW	0.33
2	N09104	MAPLE HOLLOW TRL	ALPHA COLLIER DR	GOLD FISH POND	0.10
2	N08024	MARBLE FALLS CV	MC NEIL DR	CUL-DE-SAC	0.09
2	N09120	MERRILLTOWN DR	KLATTENHOFF DR	TOWN HILL DR	0.28
2	N09120	MERRILLTOWN DR	TOWN HILL DR	BRATTON LN	0.09
2	N09120	MERRILLTOWN DR	WARFIELD WAY	KLATTENHOFF DR	0.10
2	N09120	MERRILLTOWN DR	WELLS BRANCH PKWY	WARFIELD WAY	0.17
2	N09140	MICHAEL WAYNE DR	JENNAVE LN	TERISU LN	0.11
2	O09603	NATHAN DR	NATURAL SPG	WELLS PORT DR	0.22
2	N08020	NEW BOSTON BND	CROWLEY TRL	AMARILLO AVE	0.24
2	N09141	OCEANNA CT	SANDY SIDE DR	CUL-DE-SAC	0.07
2	N09106	PLAIN ROCK PASS	MERRILTOWN DR	SPRING WAGON LN	0.06
2	N09147	PLOVERVILLE LN	BESCOTT DR	WELLS PORT DR	0.03
2	N09138	RICHARD WALKER BLVD	MICHAEL WAYNE DR	GAYLORD DR	0.14
2	N09116	ROSA WELLS LN	BIG HOLLOW DR	WATERWAY BND	0.05
2	N09144	SANDY SIDE DR	KLATTENHOFF DR	CRYSTAL SHORE DR	0.14
2	N09144	SANDY SIDE DR	GAYLORD DR	KLATTENHOFF DR	0.10
2	N09109	SPRING WAGON LN	GREAT WILLOW DR	TOWN HILL DR	0.24
2	N09133	TERISU CV	CUL-DE-SAC	TERISU LN	0.06
2	N09137	TERISU LN	MICHAEL WAYNE DR	GAYLORD DR	0.19
2	O09801	THREE POINTS RD	I35 SERVICE RD	VISION DR	0.28
2	O09801	THREE POINTS RD	VISION DR	FM 1825	0.23
2	N09107	TOWN HILL DR	MERRILTOWN DR	WATER WELL LN	0.10
2	N09108	WATER WELL LN	GREAT WILLOW DR	CUL-DE-SAC	0.22
2	O09602	WATERWAY BND	WELLS PORT DR	WELLS PORT DR	0.31
2	O09601	WATERWAY CV	WATERWAY BND	WATERWAY COVE E	0.00
	O09708	WAUKESHA DR	I35 SERVICE RD	CENTRAL COMMERCE DR	0.44
2	O09606	WELLS PORT CV	WELLS PORT DR	CUL-DE-SAC	0.01
2	O09834	WHITE RIVER BLVD	CENTRAL COMMERCE CIR	GRAND AVENUE PKWY	0.17
2	N09111	WOOD CHASE TRL	GREAT WILLOW DR	CUL-DE-SAC	0.15
				ALL PCT 2 TOTAL	13.05

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4111 – Edge and Shoulder Restoration

This element will function as a county wide element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- To complete approximately **30 miles** on accepted roads.

Performance Monitors and Measures:

- Completion of all projects that are identified through the pavement management system, work order response, and an evaluation by traffic personnel.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

Complete maintenance applications on schedule:

Restore 30 miles:

- East Region target – **20 miles**
- West Region target – **10 miles**

* Staff Assignment & Time Investment:

Element Managers:	Eddie Jones	10%
Element Supervisors:	Lloyd Rendon	60%
Team Leaders:	David Reyes	100%
Team Members:	3 - EO's 2 - RMW's	100%



4112/4113 - Patching / Crack Seal

This element will function as a core element. Resources will be available at each service center to respond to projects in the service area.

Actions:

- To complete patch operations on **125 miles** on accepted roadways.
- To complete crack sealing operations on **125 miles** on accepted roadways
- Crack seal parks and facility projects as requested and funded.

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work request and proactive response schedules.

Complete maintenance applications on schedule:

Patch 125 miles:

- East Region target – 65 miles
- West Region target – 60 miles

Crack Seal 125 miles:

- East Region target – 75 miles
- West Region target – 50 miles

Projects are identified based on need and will change as conditions warrant and new projects are identified.

Minimum Completion Times (includes 5 day response time):

- East Region **8 days**
- West Region **6 days**

* Staff Assignment & Time Investment:

Element Manager:	Eddie Jones	10%
Element Supervisor:	Brian Cherry	90%
Team Leaders:	Jason Smith, East/Claudie Young, West	100%
Team Members:	1 – EO 13 - RMW's	100%
Engineer:	Scott Lambert	5%



4114 – HMAC Overlay/ Alternative Paving Treatments

This element is a countywide roadway maintenance element. Most work completed within this element will be administered through contracted services. The Division Manager will coordinate with financial services and the purchasing office to administer contracts.

Actions:

- To complete approximately **39.96 miles** of 1 ½" Type "C" Overlays.
 - Precinct One – 21.39 miles
 - Precinct Two – 0.95 miles
 - Precinct Three – 8.61 miles
 - Precinct Four – 9.00 miles
- To complete selected Parks and Facility Projects subject to funding.
- To complete **23.60 miles** of Alternative Paving- Asphalt Rejuvenation
-

Performance Monitors and Measures:

- Completion of all projects that are identified in the work plan derived by the pavement management system.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Adherence to established schedules.

Prepare FY09 HMAC Overlay Contracts:

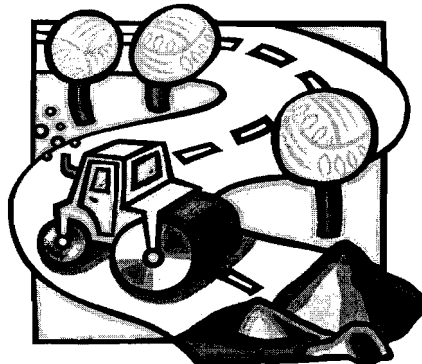
- 1 ½" Type "C" Overlay Program
- Advertise contracts by: **03/15/12**

Administer 1-1/2" Type "C" Overlay Contract:

- Begin overlay applications by: **06/15/12**
- Complete overlay applications by: **09/30/12**

Staff Assignment & Time Investment:

Division Manager:	Vacant	25%
Element Manager:	Eddie Jones	10%
Engineer	Scott Lambert	15%



1 1/2" Type "C" Mix*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	J12904	BETH DR	LUCINDA DR	CUL-DE-SAC	0.24
1	L09910	CAMERON RD	GREGG MANOR RD	SH 130 ROW SOUTH	0.55
1	L09910	CAMERON RD	SH 130 ROW NORTH	CELE RD	7.03
1	K13600	COUNTY LINE RD	LUND CARLSON RD	STATE HWY 95	0.86
1	J10600	DECKER LAKE RD	TAYLOR LN	NEZ PERCE TRC	1.09
1	J10700	HOG EYE RD	DECKER LAKE RD	BLUE BLUFF RD	0.29
1	J12110	HOG EYE RD	JONES RD	BITTING SCHOOL	1.94
1	M10000	IMMANUEL RD	HOWARD LN	558' S OF PIGEON FORGE RD	2.10
1	J12906	INGRID DR	1569' SOUTH OF DEIDRA DR	HOG EYE RD	1.63
1	J12903	LUCINDA DR	152' EAST OF VIVIAN DR	HOG EYE RD	0.59
1	H11001	NEZ PERCE TRC	DECKER LAKE RD	GLIBERT RD	1.41
1	L12600	OLD KIMBRO RD	1610' N OF US 290 E	FM 1100	1.07
1	K12010	PARSONS RD	CUL-DE-SAC S OF FORMITH ST	WILBARGER CK	2.03
1	J12909	SHOWERS DR	CUL-DE-SAC	INGRID DR	0.27
1	H12409	SIGRID DR	ANN SHOWERS DR	CUL-DE-SAC	0.29
				TOTAL PCT 1	21.39
2	O12302	BURR OAK DR	RICHLAND RD	WILSON RD	0.33
2	O12301	RICHLAND RD	F M 973 RD	862' W OF BURR OAK DR	0.43
2	O12303	WILSON RD	BURR OAK DR	989' W OF BURR OAK DR	0.19
				TOTAL PCT 2	0.95
3	M05802	AGARITA RD	COMMANDERS POINT DR	1339' W OF COMMANDERS POINT	0.25
3	M05801	COMMANDERS POINT DR	MANSFIELD PARK RD	AGARITA RD	0.16
3	M06501	HUGHES PARK RD	MARSHALL FORD RD	DEAD END	1.59
3	L05212	JACKS PASS	RUNNING DEER TRL	RUNNING DEER TRL	0.24
3	E06304	KELLYWOOD DR	BRODIE LN	259' W OF RIVER FOREST DR	0.26
3	K07005	OAK SHORES	ROBBINS RD	989' W OF PEARCE RD	0.69
3	M06500	QUINLAN PARK RD	TIERRA GRANDE TRL	BELLA MAR TRL	0.33
3	K07007	ROBBINS RD	OAK SHORES	730' S OF OAK SHORES	0.13
3	N05609	ROCKY RIDGE RD	HUDSON BEND RD	ENTIRE LENGTH	1.71
3	L05110	RUNNING DEER TRL	INDIAN CREEK RD	LONG BOW TRL	1.60
3	K05200	SELMA HUGHES PARK RD	QUINLAN PARK RD	SELMA HUGHES PARK ENTRANCE	0.97
3	N07801	TEXAS PLUME RD	SPICEWOOD SPRING RD	D-K RANCH RD	0.33
3	N07805	YAUPON DR	SPICEWOOD SPRING RD	SPICEWOOD SPRING RD	0.36
				TOTAL PCT 3	8.61
4	D08001	CHERYL LYNN RD	OLD LOCKHART HW	CUL-DE-SAC	0.35
4	E09900	ELROY RD	MC ANGUS RD	FAGERQUIST RD	1.66
4	E09900	ELROY RD	FAGERQUIST RD	FM 812 RD	2.09
4	D10100	KELLAM LN	ELROY RD	DEAD-END NORTH	0.81
4	E09800	MC ANGUS RD	SH 130	ELROY RD	1.57
4	D09200	MC KENZIE RD	US HWY 183	FM 973 RD	1.19
4	D08901	RODRIGUEZ RD	FM 1625 RM	MAHA CIR	1.33
				TOTAL PCT 4	9.00
				TOTAL ALL PCTS	39.95

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

Parks (LCRA) Projects**

Pct	Park	Details	Area (Sq Yds)	Type
4	Pace Bend Park	Unimproved Roads at Pace Bend	11,111	Excavation, base prep, & C-Mix

**These projects are subject to funding.

Travis County Parks Projects**

Pct	Park Name	Details	Area (Sq Yds)	Type
4	Southeast Metro Park	Trail Head rectangle parking	1,337	Excavation, base prep, & C-Mix
4	Southeast Metro Park	West Picnic Area Parking Lot	4,456	Excavation, base prep, & C-Mix
4	Southeast Metro Park	Entry Road to west picnic parking lot	8,832	Excavation, base prep, & C-Mix

**These projects are subject to funding.

Criminal Justice – Gardner Betts Juvenile Center Projects**

Pct	Location	Details	Area (Sq Yds)	Type
4	Gardner-Betts Juvenile Justice Center	East (north) parking lot	932 SY	Remove & replace HMA surface
4	Gardner-Betts Juvenile Justice Center	East (middle) parking lot	697 SY	Remove & replace HMA surface
4	Gardner-Betts Juvenile Justice Center	East (south) parking lot	386 SY	Remove & replace HMA surface

**These projects are subject to funding (including funds for restriping).

Rejuvenation*

Pct	Fac ID	Road Name	Begin	Ending	Miles
1	G10406	BOATWRIGHT CV	WESTALL ST	CUL-DE-SAC	0.05
1	N09906	BURNSALL GATES DR	MERSEYSIDE	CONNER DOWN	0.08
1	G10407	CASTLEMAN DR	KINCHELOE ST	SOJOURNER ST	0.02
1	G10407	CASTLEMAN DR	SOJOURNER ST	DEAD END	0.26
1	N09907	CASTLETON DR	LETTI LN	CONNER DOWN	0.05
1	N09908	CONNER DOWNS DR	TAYSIDE	MERSEYSIDE DR	0.29
1	N09909	CRIEFF CROSS DR	CONNER DOWN	MERSEYSIDE	0.11
1	G10412	FALLENASH DR	KINCHELOE ST	SOJOURNER ST	0.17
1	N09911	FLATTER'S WAY	MARCELLA LN	END	0.05
1	G10414	GALBRAITH CV	WESTALL ST	CUL-DE-SAC	0.05
1	G10417	KINCHELOE ST	SOJOURNER ST	CASTLEMAN DR	0.09
1	M09412	LETTI LN	LOTHIAN DR	CUL-DE-SAC	0.25
1	M09413	LOTHIAN DR	CONNER DOWNS	LETTI LN	0.23
1	N09902	MARICELLA LN	CUL-DE-SAC	END	0.18
1	N09901	MERSEYSIDE DR	146' W OF CAMBOURNE DR	148' E CONNER DOWNS	0.49
1	N09901	MERSEYSIDE DR	148' E CONNER DOWNS	HARRIS RIDGE BLVD	0.04
1	N09901	MERSEYSIDE DR	HARRIS RIDGE BLVD	CUL-DE-SAC EAST	0.04
1	N09901	MERSEYSIDE DR	LETTI LN	146' W OF CAMBOURNE DR	0.10
1	G10422	ROSSEAU ST	SOJOURNER ST	HUNTERS BEND RD	0.13
1	N09940	SEBASTIAN BND	HARRIS RIDGE BLVD	HARRIS RIDGE BLVD	0.11
1	G10425	SOJOURNER ST	KINCHELOE ST	CASTLEMAN DR	0.19
1	G10425	SOJOURNER ST	SANDIFER ST	WESTALL ST	0.27
1	G10425	SOJOURNER ST	WESTALL ST	KINCHELOE ST	0.26
1	M09416	TAYSIDE DR	LETTI LN	END	0.07
1	G10426	VANDEVER ST	END	HUNTERS BEND RD	0.15
1	G10428	WESTALL ST	END	HUNTERS BEND RD	0.16
1	N09910	WILTSHIRE DR	MERSEY SIDE	CAMBOURNE DR	0.04
2	N08023	CROWLEY TRL	MARBLE FALLS CV	AMARILLO AVE	0.20
2	M09418	DAWLISH DR	CAMBOURNE LN	MERSEYSIDE DR	0.07
2	N08027	HONDO BND	CORPUS CHRISTI	KERVILLE FOLKW	0.13
2	N08025	KERRVILLE FOLKWAY	CORPUS CHRISTI	WILLIAMSON CO LINE	0.24
2	N08029	LUBBOCK LN	CROWLEY TRL	NEW BOSTON BND	0.12
2	N08022	SHINER ST	CORPUS CHRISTI	KERVILLE FOLKW	0.23
2	N08030	SINTON LN	CROWLEY TRL	NEW BOSTON BND	0.11
3	E06804	ACCOMAC DR	GUN FIGHT LN	BRODIE LN	0.36
3	E06808	ALOYSIA DR	CUL-DE-SAC	SESBANIA DR	0.18
3	E06824	AMMUNITION DR	SESBANIA DR	CUL-DE-SAC	0.17
3	E06805	ANTIETAM TRL	CAPSICUM CV	ACCOMAC DR	0.09
3	E06721	APACHE FOREST DR	BRODIE LN	SHADY VALLEY DR	0.28
3	E06727	BAGGINS CV	SILMARILLION TRL	CUL-DE-SAC	0.07
3	D06200	BARKER HOLLOW CV	BARKER HOLLOW PASS	CUL-DE-SAC	0.09
3	D06201	BARKER HOLLOW PASS	EDWARDS HOLW	LOST OASIS	0.51
3	D06202	BEAR HOLLOW CV	CUL-DE-SAC	BARKER HOLLOW PASS	0.03
3	D06203	BEARS DEN CT	BARHER HOLLOW PASS	CUL-DE-SAC	0.06
3	D06205	BLACK MESA CV	BLACK MESA HW	CUL-DE-SAC	0.03

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	E06611	BLACK MESA HW	LOST OASIS HW	RED MESA HW	0.23
3	E06102	CARNELIAN DR	REYNOSA	COTULLN	0.18
3	E06608	CORNER BROOK CV	CORNER BROOK PA	CUL-DE-SAC	0.05
3	E06603	CORNER BROOK PASS	GREEN EMERALD	LOST OASIS HW	0.46
3	E06101	COTULLA DR	LOST OASIS HOLW	REYNOSA	0.28
3	E06828	CULBERSON DR	SQUIRREL HW	DOE RUN	0.21
3	E06730	DENIM TRL	SILMARILLION TRL	END	0.18
3	E06818	DEPUTY DR	FORT WORTH TRL	END	0.04
3	E06801	DOE RUN	SHACKELFORD DR	BRODIE LN	0.37
3	E06801	DOE RUN	SQUIRREL HW	SHACKELFORD DR	0.25
3	E06604	EBONY HOLLOW CV	EBONY HOLLOW PA	CUL-DE-SAC	0.09
3	E06605	EBONY HOLLOW PASS	CORNER BROOK PA	GREEN EMERALD TER	0.28
3	E06612	EDWARDS HOLLOW CV	EDWARDS HOLW	CUL-DE-SAC	0.08
3	E06613	EDWARDS HOLLOW RUN	BRODIE LN	LOST OASIS HW	0.24
3	E06613	EDWARDS HOLLOW RUN	K9 WORLD DRIVEWAY	AUSTIN CLL	0.00
3	E06613	EDWARDS HOLLOW RUN	LOST OASIS HW	K9 WORLD DRIVEWAY	0.53
3	E06718	ESPERANZA DR	REYNOSA DR	TECATE TRL	0.22
3	E06816	FORT WORTH TRL	CULDESAC	CULDESAC	0.23
3	E06601	GREEN EMERALD TERRACE	BRODIE LN	SILMARILLION TRL	0.45
3	E06601	GREEN EMERALD TERRACE	SILMARILLION TRL	END	0.41
3	E06831	GUN FIGHT LN	BLCKSMITH LN	SHOOT OUT CT	0.13
3	E06831	GUN FIGHT LN	GATLING GUN LN	CUL-DE-SAC	0.06
3	E06831	GUN FIGHT LN	SESBANIA DR	BLACKSMITH LN	0.13
3	E06831	GUN FIGHT LN	SHOOT OUT CT	GATLING GUN LN	0.16
3	E06821	GUN POWDER CT	GUN FIGHT LN	CUL-DE-SAC	0.02
3	E06103	HELENIA DR	LOST OASIS	END	0.02
3	E06724	HOBBITON TRL	DENIM TRL	STRIDER DR	0.21
3	E06724	HOBBITON TRL	STRIDER DR	GREEN EMERALD	0.24
3	E06823	HOLSTER CT	CUL-DE-SAC	FESTUS DR	0.02
3	E06720	INDIAN POINT DR	BRODIE LN	CENSUS BLK BDRY	0.45
3	E06201	INDIAN SMT	INDIAN SMT	APPALOOSA RUN	0.06
3	E06606	LOST CAVERN CV	CUL-DE-SAC	LOST OASIS HW	0.09
3	E06607	LOST OASIS HW	BUFFALO GRV	GREEN EMERALD	0.33
3	E06607	LOST OASIS HW	EDWARDS HOLW	BUFFALO GRV	0.56
3	E06607	LOST OASIS HW	GREEN EMERALD T	END	0.85
3	E06602	LOST PINE CV	CUL-DE-SAC	CORNER BROOK PA	0.02
3	E06809	MENODORA DR	CUL-DE-SAC	SESBANIA DR	0.19
3	E06615	ONION HOLLOW CV	CUL-DE-SAC	ONION HOLLOW RUN	0.03
3	E06614	ONION HOLLOW RUN	GREEN EMERALD	LOST OASIS HW	0.53
3	E06815	PERENNIAL CT	CUL-DE-SAC	SESBANIA DR	0.02
3	E06702	PIUTE TRL	END	SUNDOWN TRL	0.03
3	E06702	PIUTE TRL	SADDLE MTN	SUNDOWN TRL	0.16
3	E06600	RED HAWK CV	CUL-DE-SAC	GREEN EMERALD TRC	0.04
3	E06609	RED MESA HW	LOST OASIS HW	END	0.29
3	D07020	REGAL ROW	MANCHACA RD	CUL-DE-SAC	0.20
3	E06713	REYNOSA DR	STORMY RIDGE RD	LOST OAKS	0.61
3	E06200	RIVER FOREST DR	APACHE FOREST DR	KELLYWOOD DR	0.12

Pct	Fac ID	Road Name	Begin	Ending	Miles
3	D06204	RIVER ROCK CT	BARKER HOLLOW PASS	CUL-DE-SAC	0.07
3	E06100	SABINAL MESA DR	END	REYNOSA DR	0.14
3	E06703	SADDLE MOUNTAIN TRL	CAPISTRANO TRL	SADDLESTRING TRL	0.10
3	E06703	SADDLE MOUNTAIN TRL	SADDLESTRING TRL	GREEN EMERALD	0.45
3	E06807	SESBANIA DR	END	WHISKEY RIVER D	0.23
3	E06807	SESBANIA DR	WHISKEY RIVER D	BRODIE LN	0.41
3	E06800	SHADY HOLLOW DR	SQUIRREL HW	CUL-DE-SAC	0.39
3	E06708	SHADY VALLEY DR	INDIAN POINT DR	BRODIE LN	0.21
3	E06708	SHADY VALLEY DR	SHADY HOLLOW DR	BRODIE LN	0.29
3	E06822	SHERIFF CT	CUL-DE-SAC	SESBANIA DR	0.02
3	E06817	SHOTGUN LN	CUL-DE-SAC	GATLING GUN LN	0.09
3	E06714	SILMARILLION TRL	CAPISTRANO TRL	DENIM TRL	0.20
3	E06714	SILMARILLION TRL	DENIM TRL	GREEN EMERALD	0.42
3	E06704	SOCORRO TRL	SADDLE MTN	SUNDOWN TRL	0.25
3	E06201	STORMY RIDGE RD	KELLYWOOD DR	ESPERANZA DR	0.44
3	E06715	TECATE TRL	CAPISTRANO TRL	END	0.31
3	E06826	WHISKEY RIVER DR	END	SESBANIA DR	0.39
4	E10507	CAMPINA CROSSING	STONE MEADOW DR	PLAINS VALLEY DR	0.18
4	E10505	CHAMBERS PEAK CV	SAVANNA CANYON DR	CUL-DE-SAC WEST	0.06
4	E10514	FERRYSTONE CV	FERRYSTONE PASS	CUL-DE-SAC EAST	0.04
4	E10511	FERRYSTONE GLEN DR	ROSS RD	HEINE FARM RD	0.15
4	E10512	FERRYSTONE PASS	STONE MEADOW DR	CUL-DE-SAC NORTH	0.24
4	E10508	PANDA ROYLE DR	STONE MEADOW DR	PLAINS VALLEY DR	0.16
4	E10515	PLAINS CREST DR	STONE MEADOW DR	CUL-DE-SAC NORTH	0.26
4	E10503	PLAINS VALLEY DR	CUL-DE-SAC WEST	PLAINS CREST DR	0.23
4	E10513	PRAIRIE GLEN CT	FERRYSTONE PASS	CUL-DE-SAC EAST	0.04
4	E10506	SAVANNA CANYON CT	SAVANNA CANYON DR	CUL-DE-SAC WEST	0.05
4	E10504	SAVANNA CANYON DR	STONE MEADOW DR	DE N OF PLAINS VALLEY DR	0.23
4	E10509	STONE MEADOW DR	DE W OF SAVANNA CANYON DR	HEINE FARM RD	0.32
					23.60

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

4115 - Signs/Barricade Maintenance

This element will function as a core element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Inspect, maintain and install approximately **6500 devices**.

Performance Monitors and Measures:

Maintain and install traffic signs & devices in compliance with the 2011 TxMUTCD.

- Provide preventative and responsive maintenance to all traffic control devices on accepted roadways.
- All signs replaced and all new signs installations shall be "crash worthy" in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, "Recommended Procedures for the Safety Performance Evaluations of Highway Features."
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and total devices.

Minimum Response Times:

- Emergency Responses (Regulatory): **2 hours**
- Other Regulatory Devices: **5 days**
- Non-Regulatory Devices: **10 days**

* Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Members:	6 – RMW Sr's	100%
	2 – RMW Sr's	50%



4116 - Roadway Striping

This element is a countywide roadway maintenance element. Resources will be available at the East Service Center to respond to projects in all service areas.

Actions:

- Re-paint centerline and edgeline striping for **450 miles** of striped roadways within the County.
- Repaint all non-thermoplastic pavement legends and crosswalks annually.
- Maintain all thermoplastic legends and crosswalks on an as-needed basis.
- Install new and maintain existing raised pavement markers as needed.
- Layout and stripe individualized striping plans as directed by the traffic engineering department.
- Restripe Parks and Facilities parking lots and roads upon transfer of funds on a job by job basis.

Performance Monitors and Measures:

- Maintain traffic asphalt markings and legends in compliance with 2011 TxMUTCD.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions and adherence to established schedules.

Complete re-striping phases on schedule:

- Schedule striping to coincide with proposed pavement maintenance and rehabilitation projects.
- All other striping is scheduled as indicated below in rotation through the County.

Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	30%
Team Leader:	Steve Etheridge	100%
Team Members:	2 – EO's	100%
	2 – RMW Sr's	50%

Schedule:

Location	Miles	Start Date	Finish Date
Precinct 1 and Overlay/Chip Seal Roads	124	4/30/12	9/28/12
Precinct 2	36	3/26/12	4/27/12
Precinct 3	178	11/21/11	3/23/12
Parks/Facilities	30*		
Precinct 4	82	10/01/11	11/18/11
Total Mileage	450		



*equivalent in mileage for 10 days of labor to restripe parking lots

4118 - Traffic Engineering

This element is a countywide roadway maintenance element. Resources will be available at the Executive Office Building to respond to requests from all service areas.

Actions:

- Respond to approximately **210** constituent requests regarding traffic issues from all service areas.

Performance Monitors and Measures:

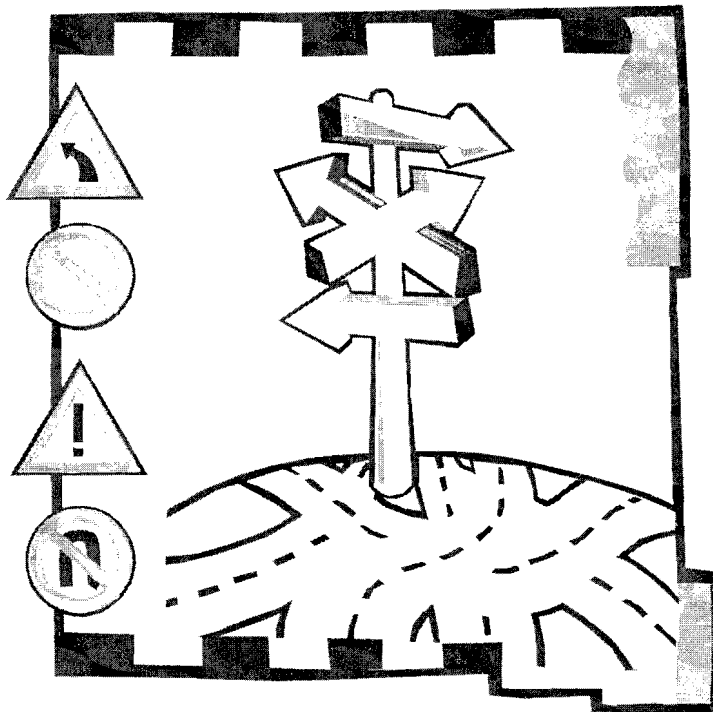
- Respond to constituent requests regarding traffic issues from all service areas within a timely manner.
- Prepare signal warrant studies, all-way stop studies, school zone studies, ball bank analyses, and speed limit studies. All studies must be in compliance with the 2011 TxMUTCD.
- Prepare work orders for required signing and/or striping based on engineering analysis.
- Provide engineering review for traffic impact analysis, traffic control plans & utility cuts.
- Human resources assigned are measured for performance achievement on attainment of established schedules for phased completions. Adherence to established schedules.

Minimum Response Times:

- Field inspect and respond: **2 weeks**
- Complete engineering studies: **8 weeks**

Staff Assignment & Time Investment:

Program Manager:	David Greear	30%
Team Members:	Scott Lambert	35%
	Joe Hall	100%
	Jaime Mancillas	100%



4120 - Secondary Drainage

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Implement standards and concepts utilizing the Texas Pollutant Discharge Elimination System (TPDES) requirements.
- Complete **325** drainage projects <500 hours.
- Complete **5** drainage projects >500 hours.
- Complete drainage rehabilitation projects that are identified for internal staff assignment and in-house completions.

Performance Monitors and Measures:

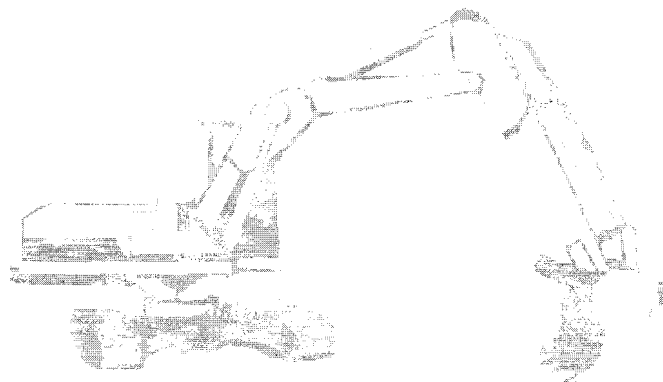
- Evaluate, stage resources & locate utilities.
- Human Resources assigned are measured for performance achievement on attainment of established response times for external work requests and adherence to established schedules.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.

Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

* Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	15%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	50%
Team Leaders:	Sonya Padier, Kevin James, East	100%
	Victor Sequeira, Matthew Gibson, West	100%
	Mike Sanders, East / Vacant, West	100%
Team Members:	16 - EO's 14 - RMW's	100%
Engineer:	Steve Schiewe	50%



4121 - Drainage Structure Rehabilitation

This element will function as a core right-of-way maintenance element. Resources will be available at each service center to respond to projects internal to the service area.

Actions:

- Implement standards and concepts utilizing TPDES requirements.
- Complete drainage rehabilitation projects as identified from work requests in secondary drainage.
- Complete comprehensive countywide drainage study.

Performance Monitors and Measures:

- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources are shared between this program and Program 4120 Secondary Drainage.

Complete Construction Phases on Schedule:

- Place erosion control devices.
- Rehab existing structure.
- Repair the affected roadway.
- Remove erosion control devices.

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisors:	Tracy Smith, East / Lester Lehman, West	30%
Engineer:	Steve Schiewe	50%



4125 - ROW Vegetation Control

This element will function as a core element at each service center to respond to projects internal to each service area.

Actions:

- Complete **2700 miles** of ROW strip mowing.
- Complete **300 miles** of herbicide application.
- Complete **100 miles** of brush trimming.

Performance Monitors and Measures:

- Meet or exceed the Federal and State environmental laws and County policies.
- Evaluate, stage resources & complete improvements.
- Assure a standard of quality on all projects by utilizing accepted industry standards for maintenance and construction of public roadways and other ROW improvements, and complying with Travis County's accepted standards for road maintenance on accepted roads as amended in 2002.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

Response Times for Zone Area Mowing & Line-of-Sight Response Request:

- Line-of-Site responses: **3 days**
- Zone mowing operations in each precinct are scheduled by proximity locations and annualized rotation:
East – 3 cycles per year / **West** – 3 cycles per year.

* Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisors:	Curtis Mills, East / Kevin Kunkel, West	45%
Team Leaders:	Eddie Blake, East / Bryan Meredith, West	100%
Team Members:	15 - RMW's	100%



FY 12 Vegetation Control

Mowing Schedule

Location	FIRST CUT		SECOND CUT		THIRD CUT	
	From	To	From	To	From	To
PCT 1						
Zone A	5/15/2012	6/5/2012	7/9/2012	7/30/2012	9/3/2012	9/24/2012
Zone B	6/7/2012	6/28/2012	8/1/2012	8/22/2012	9/26/2012	10/17/2012
Zone C	5/15/2012	6/5/2012	7/9/2012	7/30/2012	9/3/2012	9/24/2012
Zone D	6/7/2012	6/29/2012	8/1/2012	8/23/2012	9/26/2012	10/18/2012
PCT 2						
Zone A	5/15/2012	6/7/2012	7/9/2012	8/1/2012	9/3/2012	9/26/2012
WSC/PCT 3						
North						
Zone A	5/15/2012	6/4/2012	7/9/2012	7/27/2012	8/28/2012	9/17/2012
Zone B	6/6/2012	6/27/2012	7/31/2012	8/21/2012	9/19/2012	10/10/2012
Zone C	5/15/2012	5/30/2012	7/9/2012	7/24/2012	8/28/2012	9/12/2012
Zone D	6/1/2012	6/27/2012	7/26/2012	8/21/2012	9/14/2012	10/10/2012
South						
Zone A	5/15/2012	5/31/2012	7/9/2012	7/25/2012	8/28/2012	9/13/2012
Zone B	6/4/2012	6/29/2012	7/27/2012	8/23/2012	9/17/2012	10/12/2012
Zone C	5/15/2012	6/6/2012	7/9/2012	7/31/2012	8/28/2012	9/19/2012
Zone D	6/8/2012	7/2/2012	8/2/2012	8/24/2012	9/21/2012	10/15/2012
PCT 4						
Zone A	5/15/2012	6/1/2012	7/9/2012	7/26/2012	9/3/2012	9/20/2012
Zone B	6/1/2012	6/19/2012	7/26/2012	8/13/2012	9/20/2012	10/8/2012
Zone C	6/19/2012	7/6/2012	8/13/2012	8/30/2012	10/8/2012	10/25/2012

Herbicide Applications Schedule

TASK	DURATION (in days)	START	END
TEAM #1 and #2	155	Mon 3/05/12	Fri 10/05/12
Spray Application			
PCT. 4 – Spray Application	15		
PCT. 1 – Spray Application	15		
PCT. 2 – Spray Application	10		
Spot Application- Summer			
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
PCT. 2	10		
Spot Application - Fall			
PCT. 4	10		
PCT. 1	10		
PCT. 3	10		
Type C Overlay	15		
Chip Seal Program			
PCT. 3	10		
PCT. 2	5		
PCT. 4	5		
PCT. 1	10		

4127 - Work Order Response

This element will function as a core element. Resources will be available at each service center to respond to projects internal to each service area.

Actions:

- Support Community Service Restitution programs with equipment and personnel on larger projects.
- Respond to **500** miscellaneous work requests on accepted ROW's and complete Christmas tree recycling in January.
- Respond to requests for the removal and disposal of **300** dead animals on accepted ROW's.

Performance Monitors and Measures:

- Evaluate, stage resources & complete all requested responses on County ROW's.
- Human resources assigned are measured for performance achievement on attainment of established response times for external work requests and to adherence to the established mowing rotation schedule.

Minimum Response Times:

- Dead animals: **2 days**
- Litter requests: **10 days**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	10%
Element Supervisor:	Curtis Mills, East	10%
	Kevin Kunkel, West	10%
	Jaime Garcia, Traffic (Dead animal response)	5%
Team Leaders:	Doug Todd	100%
Team Members:	2- EO's	100%
	(CSR – Trustee's, Probation resources)	50%



4128 - Pedestrian Way Maintenance

This element is a county wide roadway maintenance element. Work will be completed utilizing both county crews as well as contracted services. The Traffic Engineering section will coordinate and administer outside contracts.

Actions:

- Install curb ramps at all locations where sidewalks cross curb lines.
- Bring non-ADA compliant sidewalks, driveways, and curb ramps into compliance.
- Provide ADA compliant pedestrian routes near schools and pedestrian generators.
- Bring non-ADA compliant sidewalks into compliance along roadways scheduled for overlays and reconstruction.

Performance Monitors and Measures:

- Repair and replace sidewalks with cross slopes over 2%, and any elevation changes of more than ¼". Replace any curb ramps with slopes greater than 12:1 and landings of less than 4 feet by 4 feet.
- Sidewalks repaired using County crews will be managed by the pedestrian way road maintenance supervisor utilizing a bid time process.
- Sidewalks repaired using contracted services will be managed by the Traffic Engineering section.
- See attached FY12 Project listing for sidewalks repaired using both contracted services as well as County Crews.
- Individual constituent requests will be reviewed, evaluated, and completed by County crews.

Staff Assignment & Time Investment:

Program Manager/Contract Services:	David Greear	10%
Manager Field Services:	Eddie Jones	15%
Element Supervisor:	Lloyd Rendon	30%
Engineer:	Scott Lambert	15%
Team Leader:	Gabriel Rebollar	100%
Team Members:	4 – EO's / 2 – RMW's	100%



ADA Sidewalk Repair Projects

FY12 Sidewalk Repair Projects

The FY12 ADA Sidewalk Repair list is based on criteria outlined in the 2007 Transition Plan for bringing sidewalks into compliance with the Americans with Disabilities Act.

COMPLETED BY COUNTY CREWS*

<i>Closest ADA</i>	<i>Feature</i>	<i>Roadway</i>	<i>Limits</i>	<i>Replace Curb Ramp</i>	<i>New Sidewalk</i>	<i>Repair Sidewalk (EA)</i>	<i>Total Sidewalk (LF)</i>
Briar Creek Neighborhood							
<i>Briarcreek Lp</i>		<i>Blake Manor (west 1/S) to Blake Manor (east 1/S)</i>			<i>80'</i>	<i>19</i>	<i>460'</i>
<i>Melstone Dr</i>		<i>Lima Dr to end</i>				<i>5</i>	<i>60'</i>
<i>Hungry Horse Dr</i>		<i>Cutback Dr to end</i>				<i>5</i>	<i>60'</i>
<i>Golden Valley Dr</i>		<i>Briarcreek Lp to Briarcreek Lp</i>				<i>2</i>	<i>20'</i>
<i>Powder Creek Dr</i>		<i>Briarcreek Lp to Briarcreek Lp</i>				<i>6</i>	<i>80'</i>
<i>Great Valley Dr</i>		<i>Briarcreek Lp to Briarcreek Lp</i>				<i>8</i>	<i>80'</i>
		Total:			80'	45	980'
Popham Elementary							
<i>Gemmer Street</i>		<i>Apperson to Tickford</i>				<i>6</i>	<i>120'</i>
<i>Maybach Drive</i>		<i>Gemmer to end</i>			<i>10'</i>	<i>7</i>	<i>150'</i>
<i>Railton Drive</i>		<i>Maybach to Proud Panda</i>		<i>1</i>	<i>120'</i>	<i>3</i>	<i>180'</i>
<i>Proud Panda Drive</i>		<i>Elroy to end</i>		<i>2</i>		<i>8</i>	<i>160'</i>
		Total:		3	130'	24	610'
Gus Garcia Middle School							
<i>Point North Drive</i>		<i>Johnny Morris Road to mailboxes</i>			<i>400'</i>		<i>400'</i>
		County Crew TOTAL		3	610'	69	1,990'

* The Annual Work Plan is a guide. Adjustments may occur due to special projects, special events (including weather related), and change of conditions.

COMPLETED BY CONTRACT SERVICES

Closest ADA Feature	Roadway Limits	Replace Curb Ramp	New Sidewalk	Sidewalk shaving	
Popham Elementary					
Apperson Street	Elroy Road to Proud Panda	1	50'	22	490'
Apperson Street	Proud Panda to Ross Road		30'	2	70'
Tickford Drive	Moores Crossing to Gemmer		10'	10	210'
Darrin Lane	Moores Crossing to Apperson	1		3	60'
Cozette Drive	Moores Crossing to Hewers Dr			2	40'
Cozette Court	Cozette Drive to end			2	40'
Hewers Drive	Darrin Lane to end		20'	6	140'
Humber Cove	Apperson to end			1	20'
Schebler Street	Apperson to Morning View		130'	3	190'
Wardman Drive	Maybach to end		25'	8	185'
Corum Ridge Cove	Wardman to end	1		2	40'
Great Panda Cove	Apperson to end			3	60'
Black Panda Trail	Apperson to end			1	20'
	Total:	3	265'	65	1,565
River Ridge Elementary					
Bella Mar Drive	Quinlan Park Road to mailboxes		330'		330'
	Contracted Services TOTAL	3	595'	65	1,895'

SECTION 2

**ROAD
&
BRIDGE**

**PROGRAM 43
SIGN FABRICATION**

Transportation & Natural Resources Sign Fabrication Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- Meet or exceed the Federal and State environmental laws and County policies.

Objective

- To fabricate signs and ROW traffic control devices for all departments in compliance with the Division operating standards.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 1/15/12, 4/15/12, 7/15/12 and 10/15/12.
- Monthly excel reports will be utilized to determine the percentage of constituents we are responding to within the minimum dedicated timeframes.

Support Staff & Their Contribution

Engineering Services

- Respond to requests concerning compliance issues related to traffic sign fabrications.

Financial Services

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.

4305 - Sign Fabrication

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to requests from all departments. The Road Maintenance Supervisor for traffic control will coordinate the resources for this element.

Actions:

- Fabricate **6500** signs and ROW traffic control devices for Road Maintenance Division.
- Fabricate signs and other graphics for other departments in compliance with the Division's operating standards.

Performance Monitors and Measures:

- Fabricate traffic signs & devices in compliance with the 2011 TxMUTCD.
- Provide responsive fabrication for all traffic control devices on accepted roadways.
- Provide responsive fabrication of sign requests from all departments within the County. Any "non-standard" sign requests will require a budget transfer for material costs.
- Provide responsive services for the application of motor vehicle decals provided through Fleet Services.
- Human resources assigned are measured for performance achievement on attainment of established response times for all work requests and total devices.

Minimum Response Times:

- Standard: **3 days**
- Customized: **10 days**

Staff Assignment & Time Investment:

Program Manager:	David Greear	20%
Element Supervisor:	Jaime Garcia	25%
Team Members:	2 - Sign Fabricators	100%



SECTION 3

**ROAD
&
BRIDGE**

**PROGRAM 85
CUSTOMER SERVICE**

Transportation & Natural Resources Customer Service Division

Goals

In support of the division's strategic plan of providing a cost effective, efficient and safe transportation system:

- Maintain all accepted roads in fair or better condition, as measured by PM condition surveys.
- Manage and operate the County transportation system to certification standards of the APWA.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.
- To manage an effective after-hours response to existing road, drainage systems, and other emergency operations on accepted roadways and easements.
- To provide administrative service support to the service centers by responding to external customer requests.
- To meet or exceed the Federal, State and County policies.

Objective

- To provide a central point of contact for all internal and external requests for services and distribution to those requests to the appropriate divisions within the department.

Progress Review & Tracking

Progress review will be followed closely with end of the month and quarterly reports.

- Quarterly report dates are 01/15/12, 04/15/12, 07/15/12 and 10/15/12.
- HTE and excel reports will be utilized to determine the percentage of customers TNR is responding to within the minimum dedicated timeframes.

Support Staff & Their Contribution

Engineering

- Provides limited record keeping, surveying and administrative support for identifying plots at the International Cemetery.

Human Services

- Notifies TNR staff of scheduling and tracking inventories on requested deliveries.

Financial Services

- Review and update materials and service contracts for related programs. Process PRF's and contract invoices to meet program demands.
- Provides support services for time-sheet coordination.

TNR Dispatch

- Provides radio support services and documents all resources for after-hours call-outs.

Administrative Services

- Provides support services for employee related issues.

8505 - Dispatch & Program Operations

This element is a countywide customer services element. Resources will be available at the East Service Center to respond to all requests.

Actions:

- To provide a central point of contact for all internal and external requests for services and distribute those requests to the appropriate divisions within the department.

Performance Monitors and Measures:

- Maintain and document phone & radio communications with department staff.
- Receive, process and respond to work requests for service.
- Receive request and submit purchase requisitions for road maintenance materials.

Minimum Response Times:

- Requests: 1 day

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisor:	Geena Rohan	50%
Team Members:	2 – Dispatchers	100%

8510 – Solid Waste Management

This element will function as a countywide customer service element. Resources which service the Northwest quadrant of Travis County will be available at FM 1431 and will coordinate the resources for this element.

Actions:

- To receive, compact and provide solid waste transfer services for residential refuse only.
- To serve as a recycle station for non-commercial/industrial recyclables, as part of a regional solid waste operation.

Performance Monitors and Measures:

- Recyclables - TBD
- All received solid waste transferred daily.

Minimum Response Times:

- Requests: **Upon Receipt**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisor:	Kevin Kunkel	10%
Team Leader:	George Cloud	60%
Team Members:	1 – Office Specialist Sr.	5%



8515 – After-Hours Response

This element will function as a core customer services element. Resources will be available at each service center to respond to emergencies in each service area. The Road Maintenance Manager from each service area will coordinate the resources for this element.

Actions:

- Effective after-hours response to existing roads, drainage systems, and other emergency operations on accepted roadways and easements.
- Effective responses to existing roads, drainage systems, and other emergency operations on accepted roadways and easements as needed during operation hours.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

Performance Monitors and Measures:

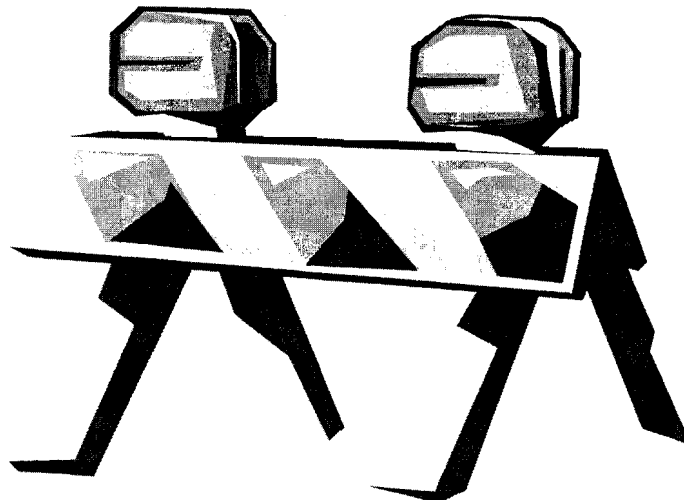
- Respond to approximately **125** after-hour calls.
- Respond to emergency responses during business hours as needed.

Minimum Response Times:

- **2 Hours**

Staff Assignment & Time Investment:

Element Manager:	Howard Herrin	5%
Element Supervisors:	Road Maintenance Supervisors	10%
West Coordinator:	Lester Lehman	5%
East Coordinator:	Jaime Garcia	5%
Dispatch Operations	2 – Dispatchers & 1 Administrative Associate	5%
Team Members:	24 - Primary contacts consisting of various EO/RMW's slots	100%



8520 - Precinct Services

This element will function as a core customer services element. Resources will be available at each service center to respond to requests internal to each service area and at Satellite Four to provide services associated to standpipe water sales.

Actions:

- Provide administrative service support to the service center and assist the Travis County Human Services Department in transporting commodities to the Travis County rural centers. Serve as the primary point of contact for water sales and customer services to constituents who receive water from the Satellite Four water standpipe.

Performance Monitors and Measures:

- Respond **weekly** to deliver commodities to the Travis County rural centers.
- Provide **daily** administrative support to the supervisors at the service center.
- Process Daily Job Reports (DJR's) for all elements by the following day of receipt.

Minimum Response Times:

- On Demand or As Required

Staff Assignment & Time Investment:

Element Managers:	Howard Herrin	5%
Element Supervisors:	Geena Rohan, Administrative Associate	40%
	Curtis Mills, Road Maintenance Supervisor	5%
Team Members:	3 – Office Specialist Sr	80%
	1 – Office Specialist	80%
	1 – Office Specialist	100%



8525 – Cemetery Services

This element will function as a countywide element. Resources will be available within the customer services program to maintain the grounds at the existing Travis County International Cemetery. This element will work to develop and maintain the grounds of the newer Travis County Wells School Cemetery and provide burial services for deceased indigent constituents of Travis County as approved by the Travis County Health and Human Services Department. The Road Maintenance Supervisor at the East Service Center will coordinate the resources for this element.

Actions:

- Prepare an average of 15 burial sites each month.
- Maintain the cemetery grounds of both the International Cemetery & Wells School Cemetery.

Performance Monitors and Measures:

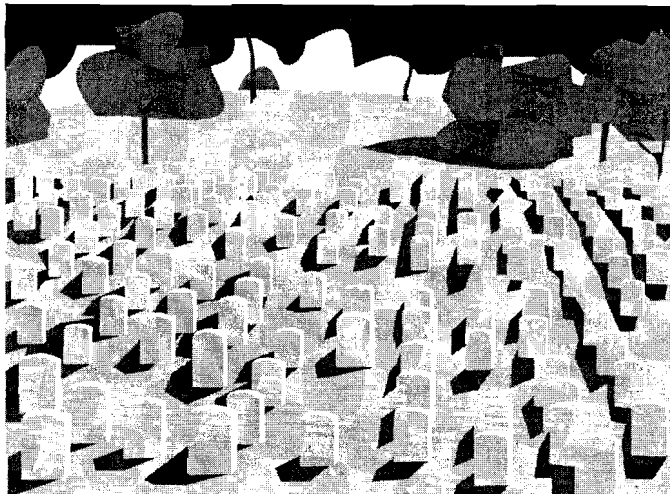
- As required (Estimated - 180 Burials)
- Required maintenance of grounds and timeliness of burials

Minimum Response Times:

- **Weekly maintenance schedule.**

Staff Assignment & Time Investment:

- | | | |
|-----------------------|---------------------------|------|
| • Element Manager: | Howard Herrin, | 5% |
| • Element Supervisor: | Curtis Mills | 10% |
| • Team Members: | 1 - RMW | 100% |
| | 1 – Office Specialist Sr. | 5% |



8530 - CSR Support Services

This element will function as a countywide customer service element. Resources will be available at the East Service Center to respond to projects. The Road Maintenance Supervisor at the ESC will coordinate all resources for this element assisted by the WSC Supervisor.

Actions:

- Utilizing labor resources made available to the division from the Community Service Restitution Program of the County Courts, respond to work request that require additional labor resources.
- Reduce cycle time in responding to external customer requests, as measured by the work request system.

Performance Monitors and Measures:

- Complete approximately **100** line-of-site responses.
- Complete approximately **75** responses for ROW litter removal.
- Complete approximately **325** responses for ROW weekend litter removal.
- Complete approximately **50** brush control responses.

Minimum Response Times:

- Requests: **10 days**

* Staff Assignment & Time Investment:

- | | | |
|------------------------|--|------|
| • Element Manager: | Howard Herrin | 10% |
| • Element Supervisors: | Kevin Kunkel - West | 15% |
| | Curtis Mills - East | 15% |
| • Team Members: | 4 - RMW's assigned East | 100% |
| | (CSR - Trustee's, Probation resources) | 50% |



SECTION 4

**ROAD
&
BRIDGE**

**SERVICE TO
OTHER
GOVERNMENTS
&
AGENCIES**

9110 - Emergency Service Districts Fleet Services

Objective

- To provide preventive maintenance and repairs to emergency response vehicles and equipment through inter-local agreements entered into between Travis County and Emergency Service Districts.

Scope

- Program resources will be dedicated to preventive maintenance and repair of emergency response vehicles.

Deliverable

- Budgeted resources will be dedicated to performing preventive maintenance services and repairs.

Program Budget

Major line items affected by this program are as follows:

- **9121** - Parts
- **9123** - Fuel
- **9103** - Outside Repair

9115 - On Site Sewage Facilities

Objective

- Provide on-site wastewater system permits and inspections to communities that have inter-local agreements with Travis County.

Deliverable

- Provide on-site wastewater system permitting and inspecting for the Cities of *Rollingwood* and *San Leanna* as per the inter-local agreement.

9120 - Road and Bridge Maintenance

Objective

- Pave roadways within communities that have inter-local agreements with Travis County.
- Provide road maintenance & other services to agencies by cost reimbursements.

Deliverable

- Pave roadways within City of *Lakeway*, City of *Lago Vista*, Village of *San Leanna* and *Point Venture* as per the inter-local agreement.



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Tim Pautsch **Phone #:** 854-7689

Division Director/Manager: Anna Bowlin - Division Director Development Services

AB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with PGM Design & Build Inc., for sidewalk fiscal for Overlook Estates Phase 1 Lot 39 Block 2, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

PGM Design & Build Inc., proposed to use this Cash Security Agreement, as follows: Phase 1 for Lot 39 Block 2, \$660.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services	TNR	854-7561
Stacey Scheffel (SS)	On-Site Sewage Fac Program Mgr	TNR	854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

TP:AB:tp

1101 - Development Services - Overlook Estates Ph 1

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: PHM Design + Build

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 660,000.00/100

SUBDIVISION: The Overlook Estates

Address: 7900 Lemay Trail Lot: 39 Block: 2

DATE OF POSTING: 03/08/2012

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of

CashSecurityAgreement/Sidewalks

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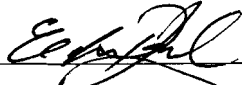
constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER / BUILDER

ADDRESS OF DEVELOPER

Signature: 

900 RR 620 South

Name: Edgar Priats

Suite C- 101-137

Title: President

Austin, TX 78734

Date: 03/08/2012

Phone: 512-661-8798

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS
Date



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Tim Pautsch **Phone #:** 854-7689

Division Director/Manager: Anna Bowlin - Division Director Development Services

AB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with JKD Builder, LLC., for sidewalk fiscal for Overlook Estates Phase 1 Lot 34 Block 2, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

JKD Builder, LLC., proposed to use this Cash Security Agreement, as follows: Phase 1 for Lot 34 Block 2, \$1267.80, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services	TNR	854-7561
Stacey Scheffel (SS)	On-Site Sewage Fac Program Mgr	TNR	854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

TP:AB:tp

1101 - Development Services - Overlook Estates Ph 1

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: JKD BUILDER, LLC

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 1267.80

SUBDIVISION: OVERLOOK ESTATES.
 Address: 7704 KAMAUPTRI Lot: 37. Block: 2

DATE OF POSTING: 7/14/12

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of

CashSecurityAgreement/Sidewalks

Page 2

constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER / BUILDER

ADDRESS OF DEVELOPER

Signature: [Handwritten Signature]

108 Flying Scot
LAKELWAY, TX 78734.

Name: JRUTH DVALIO

Title: MANAGING MEMBER

Phone: 512 971-1660

Date: 3/14/12

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS
Date



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Tim Pautsch **Phone #:** 854-7689

Division Director/Manager: Anna Bowlin - Division Director Development Services

AB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Piller Custom Homes, Inc., for sidewalk fiscal for Overlook Estates Phase 1 Lot 36 Block 2, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:

Piller Custom Homes, Inc., proposed to use this Cash Security Agreement, as follows: Phase 1 for Lot 36 Block 2, \$1,512.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services	TNR	854-7561
Stacey Scheffel (SS)	On-Site Sewage Fac Program Mgr	TNR	854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

TP:AB:tp

1101 - Development Services - Overlook Estates Ph 1

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: **Pillar Custom Homes, Inc.**_____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: **\$1,512.00**_____

SUBDIVISION: **Overlook Estates Phase I**_____

Address: **7714 Lenape Trail**_Lot: **_36_**_Block: **_2_**

DATE OF POSTING: **March 2, 2012**_____

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the “Standards”), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of

CashSecurityAgreement/Sidewalks

Page 2

constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

DEVELOPER / BUILDER

ADDRESS OF DEVELOPER

Signature: 

Name: **Michael A. Cohen**__

14905 Calaveras Drive

Title: **President**_____

Austin TX 78717

Date: **03/02/2012**_____

Phone: **512.310.8989**_____

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS
Date



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619 *Dave*

Division Director/Manager: Donald W. Ward, P.E., Division Director of Road Maintenance and Fleet Services *[Signature]*

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Sweetwater Section One, Pedernales Summit Parkway – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Sweetwater Section One, Pedernales Summit Parkway was recorded on September 3, 2010 at document #201000110. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

The completed sidewalks within this subdivision have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Sweetwater Section One, Pedernales Summit Parkway is accessed from a section of Pedernales Summit Parkway within Village A, a section maintained by Travis County. This action will add a total of 0.80 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

This project has been complete since approximately January 27, 2010. Travis County staff will consider the time between the approximate completion date of January 27, 2010 and the Commissioners Court acceptance date as the warranty period for these particular improvements. All Travis County issued punch list items have been addressed.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- TNR Approval Letter
- RAS Inspection Approval
- LCRA & MUD Letters
- List of Streets
- Requirements for Approval
- Location Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565
Johnny Anglin	Inspector	Development Services	266-3314

SM:AB:ps

1101 - Development Services - Sweetwater Section One, Pedernales Summit Parkway



TRANSPORTATION & NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION
FOR RELEASE OF FISCAL**

DATE: March 12, 2012

TO:	<u>DEVELOPER:</u> WS-COS Development, LLC c/o J. Robert Long 5025 McDade Drive Austin, TX 78735	<u>ENGINEER:</u> Malone/Wheeler, Inc c/o Rick Wheeler 7500 Rialto Blvd., Bldg. 1, Suite 240 Austin, TX 78735
------------	--	---

SUBJECT: Sweetwater Section One, Pedernales Summit Parkway

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected.

OTHER REMARKS:

BY: Don W. Ward 3/13/12
TNR Division Director of Road and Bridge – Don W. Ward, P.E.

Paul Scoggins
TNR Engineering Specialist – Paul Scoggins

1102 fiscal file
1105 Subdivision File

CODE: 1105

RECEIVED

FEB 01 2010

TNR



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE – CONDITIONAL

DATE: January 27, 2010

TO:	<u>Developer:</u> Sweetwater Austin Properties, LLC c/o Bill Gun & Bryan Dorsey 6836 Bee Caves Road, Suite 258 Austin, TX 78746	<u>Engineer:</u> Malone/Wheeler, Inc c/o Rick Wheeler 7500 Rialto Blvd., Bldg. 1, Suite 240 Austin, TX 78735
------------	--	---

SUBJECT: Sweetwater Section One, Pedernales Summit Parkway

Effective this date streets and/or drainage construction, within this subdivision, appear to be in conformance with the Permitted Construction Documents. This construction is not accepted for maintenance by Travis County. Once all of the “Requirements for Approval of Construction...” (attached) are provided to Travis County and Commissioners Court has approved the subdivision’s street and/or drainage facilities, the subdivision will then enter into a one-year Performance Period.

The Owner must maintain the streets in the development until the satisfactory completion of the Performance Period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed residential sidewalks, until all streets and/or drainage construction are accepted for maintenance by Travis County and the Performance Period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete with a positive RAS inspection.

Prior to the end of the Performance Period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies that need to be corrected, before the Performance Period Fiscal is released.

OTHER REMARKS:

See attached “Requirements for Approval of Construction”

BY: 
TNR Construction Inspector – Johnny Anglin



Lower Colorado River Authority

Post Office Box 220 Austin, Texas 78767 • (512) 473-3200 • Fax (512) 473-3379

April 8, 2010

VIA EMAIL: jesse@gunnwhittington.com

Mr. William Gunn, III
Sweetwater Austin Properties LLC.
3345 Bee Caves Road, Suite 203
Austin, TX 78746

RE: Sweetwater Pedernales Summit Parkway, Section One
LCRA Permit No. D05-00027.2

Mr. Gunn:

This letter is to inform you that LCRA performed a final inspection of the subject development on January 21, 2010. We found that project stabilization had been achieved and that the development permit conditions had been met. This letter closes out the development phase of the project and begins the maintenance phase.

Given that final stabilization has now been achieved, the LCRA has no objection to the release of any fiscal security being held by Travis County for this subdivision.

Finally, temporary Erosion and Sediment Controls should be removed (other than those required for home site construction). Please take care to promptly repair any disturbance resulting from removal of controls.

If you have any questions, please contact me at (800) 776-5272, ext. 2892 or (512) 473-3200 ext. 2892

Sincerely,

A handwritten signature in black ink that reads "Dean Thomas". The signature is written in a cursive style.

Dean Thomas, P.E.
Water Resource Protection

cc: Teresa Calkins, Travis County
Paul Scoggins, Travis County
Dave Fowler, Travis County
file

LAZY NINE MUNICIPAL UTILITY DISTRICT 1-A
2001 N. Lamar
Austin, TX 78705

February 1, 2010


Mr. Jesse Whittenton
Sweetwater Austin Properties, LLC
3345 Bee Cave Rd., Ste. 203
Austin, TX 78746

Re: Sweetwater Section One Pedernales Summit Parkway
Water, Wastewater, Stormwater Drainage and Water Quality
Utility Construction

Mr. Whittenton:

Based on the periodic and on-going field reviews and observation of construction, it appears that the construction and/or installation of the water, wastewater, stormwater drainage and water quality utility systems as performed by J.C. Evans Construction, Inc. is complete. The utility improvements have been constructed in an acceptable fashion and in general compliance with the approved construction documents for the utility projects. Lazy Nine MUD 1-A will accept the referenced utility systems for ownership, operations and maintenance upon receipt of the ownership transfer documentation from the Owner/Developer.

Sincerely,
Lazy Nine MUD 1-A


Richard J. Wheeler, P.E.
MUD Engineer

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
 Mapsco No. 548A,B

Sweetwater Section One, Pedernales Summit Parkway

Pct.# 3
 Atlas No. K-03

SECTION ONE, PEDERNALES SUMMIT PARKWAY WAS RECORDED AT DOCUMENT #200600162
 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 9/3/10

ONE SUBDIVISION CONTAINING 1 STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Pedernales Summit Pkwy	SW corner of Lot 2, Blk B westerly ~4,212 LF	4212	0.80	70'	HMAC	48' F-F	YES
Total Footage/Mileage			4212	0.80				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - NA N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 TOTALING 0.80 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT 3.

3-Apr-12
 DATE

DP = DOUBLE PENETRATION
 HMAC = HOT MIX ASPHALT
 C = CONCRETE
 UPP = UNPAVED, PIT RUN
 UPS = UNPAVED, SELECT

Don W. Ward 3/13/12
 Don W. Ward, PE
 Division Director
 Road & Bridge

DATE APPROVED BY COMMISSIONERS COURT



TRANSPORTATION & NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

SWEETWATER SECTION ONE, PEDERNALES SUMMIT PARKWAY **REQUIREMENTS FOR APPROVAL OF CONSTRUCTION** **PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS** **AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 5/4/10 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 5/4/10 2. Construction Summary Report, IF in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 5/4/10 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/4/10 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrants** sheets for each sign.
- TC will calculate 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 5/4/10 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 3/12/12 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 4/8/10 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW.**)

SWEETWATER SECTION ONE PEDERNALES SUMMIT PARKWAY



GRAPHIC SCALE

1" = 100'

TRAVIS COUNTY, TEXAS
AUGUST 2005

201000110

WASTEWATER ESMT.
DOC. NO. 200606046
O.P.R.T.C.T.X.

- LEGEND**
- 1/2" IRON ROD SET WITH "DELTA SURVEY" CAP
 - TYPED TYPE I MONUMENT
 - CONCRETE MONUMENT SET
 - RIGHT OF WAY
 - OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - SIDEWALK

D=21°51'57"
R=900.00'
L=343.40'
BRG=S70°58'17"E
CHORD=341.39'

D=08°48'38"
R=970.00'
L=149.16'
BRG=S77°29'56"E
CHORD=149.01'

D=21°51'57"
R=970.00'
L=370.18'
BRG=N70°58'17"W
CHORD=367.94'

D=08°48'38"
R=900.00'
L=138.40'
BRG=N77°29'56"W
CHORD=138.26'

1581.061 ACRES TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 200705155
O.P.R.T.C.T.X.

CURVE	RADIUS	ARC	DELTA ANGLE	BEARING	CHORD
C1	438.00'	102.12'	13°00'00"	N56°12'31"W	101.92'
C2	638.00'	77.16'	6°57'44"	S16°54'39"E	77.11'

L9	S21°19'00"W	259.99'
L10	S73°05'37"E	204.88'
L11	N16°54'23"E	20.00'
L12	N37°09'08"E	138.15'
L13	N46°35'12"E	180.22'
L14	N16°05'51"W	301.75'
L15	N39°28'21"W	65.33'
L16	N01°49'54"W	125.91'
L17	S73°05'37"E	161.11'
L18	S05°44'47"E	407.89'
L19	S14°15'13"W	147.36'

L9
DRAINAGE,
WATER QUALITY
& WASTEWATER
ESMT.
2.89 Ac.
DOC #
L11
C1

LAND USE TABLE

RIGHT OF WAY	6.817 Ac.
BLOCKS	0
TOTAL ACBAGE	6.817 Ac.

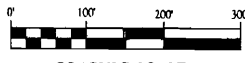
SHEET
3
OF
5

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

PHOTOGRAPHIC AERIAL

SWEETWATER SECTION ONE PEDERNALES SUMMIT PARKWAY



GRAPHIC SCALE
1" = 100'

TRAVIS COUNTY, TEXAS
AUGUST 2005

20100102

1581.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015153
O.P.R.T.C.W.

D=29°02'23"
R=635.00'
L=321.84'
BRG=N65°56'49"E
CHORD=318.41'

D=35°28'45"
R=565.00'
L=349.86'
BRG=N89°10'00"E
CHORD=344.30'

D=29°14'27"
R=765.00'
L=390.42'
BRG=N85°50'47"E
CHORD=386.19'

D=29°02'23"
R=565.00'
L=286.36'
BRG=S85°56'49"W
CHORD=283.31'

D=35°28'45"
R=635.00'
L=393.21'
BRG=S89°10'00"W
CHORD=386.96'

D=29°14'27"
R=835.00'
L=426.14'
BRG=S85°50'47"W
CHORD=421.53'

1581.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015153
O.P.R.T.C.W.

CURVE #	RADIUS	ARC	DELTA ANGLE	BEARING	CHORD
C1	450.0'	101.12'	117°00'	N36°12'31"W	101.99'
C2	635.00'	211.67'	89°57'46"	S76°34'29"E	211.11'

L9	S28°19'00"W	259.89'
L10	S73°05'37"E	368.77'
L12	N67°09'06"E	230.15'
L13	N48°35'12"E	160.22'
L14	N16°06'51"W	301.75'
L15	N39°28'21"W	65.33'
L16	N01°49'45"W	125.91'
L18	S56°44'42"E	407.89'
L19	S84°15'13"W	147.36'

LAND USE TABLE

RIGHT OF WAY BLOCKS	6.817 Ac.
TOTAL ACRES	6.817 Ac.

Delta Survey Group Inc.

8213 Brodie Lang Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

SWEETWATER SECTION ONE PEDERNALES SUMMIT PARKWAY



GRAPHIC SCALE

1" = 100'

TRAVIS COUNTY, TEXAS
AUGUST 2005

201000110

151.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015155
O.P.R.T.C.T.X.

151.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015155
O.P.R.T.C.T.X.

SWEETWATER SECTION 1, VILLAGE A
DOC. NO. 200609162
O.P.R.T.C.T.X.

R. A. BURRARD
SURVEY NO. 36

STATE HWY. NO. 71
(200' R.O.W.)

D=18°46'52"
R=5629.58'
L=1845.32'
BRG=860°47'23"
E CHORD=1837.07'

20' VI. ESMT.
DOC. 20057729
O.P.R.T.C.T.X.

10' WASTEWATER ESMT.
DOC. 20061738
O.P.R.T.C.T.X.

D=14°00'23"
R=5629.58'
L=1376.19'
BRG=858°24'08"E
CHORD=1372.77'

D=0°17'32"
R=95.00'
L=69.53' BRG=S1°42'26"W
CHORD=69.48'

D=8°14'27"
R=435.00'
L=42.51' BRG=S1°56'20"W
CHORD=49.48'

151.061 ACRE TRACT (REMAINDER)
SWEETWATER AUSTIN PROPERTIES, LLC.
DOC. NO. 2007015155
O.P.R.T.C.T.X.

LINE	BEARING	DISTANCE
L1	N85°12'22"W	192.22'
L2	N16°46'27"W	20.05'
L3	N71°13'33"E	284.59'
L4	S44°58'40"E	24.35'
L5	S04°33'09"E	87.99'
L6	S02°22'22"W	23.58'
L7	S20°51'35"W	43.75'
L8	S61°09'41"W	78.85'

LAND USE TABLE

RIGHT OF WAY BLOCKS	ACREAGE
0	6.817 Ac.
TOTAL ACREAGE	6.817 Ac.

L3 DRAINAGE
WATER QUALITY
& WASTEWATER
ESMT.
0.66 AC.
L4 DOC#

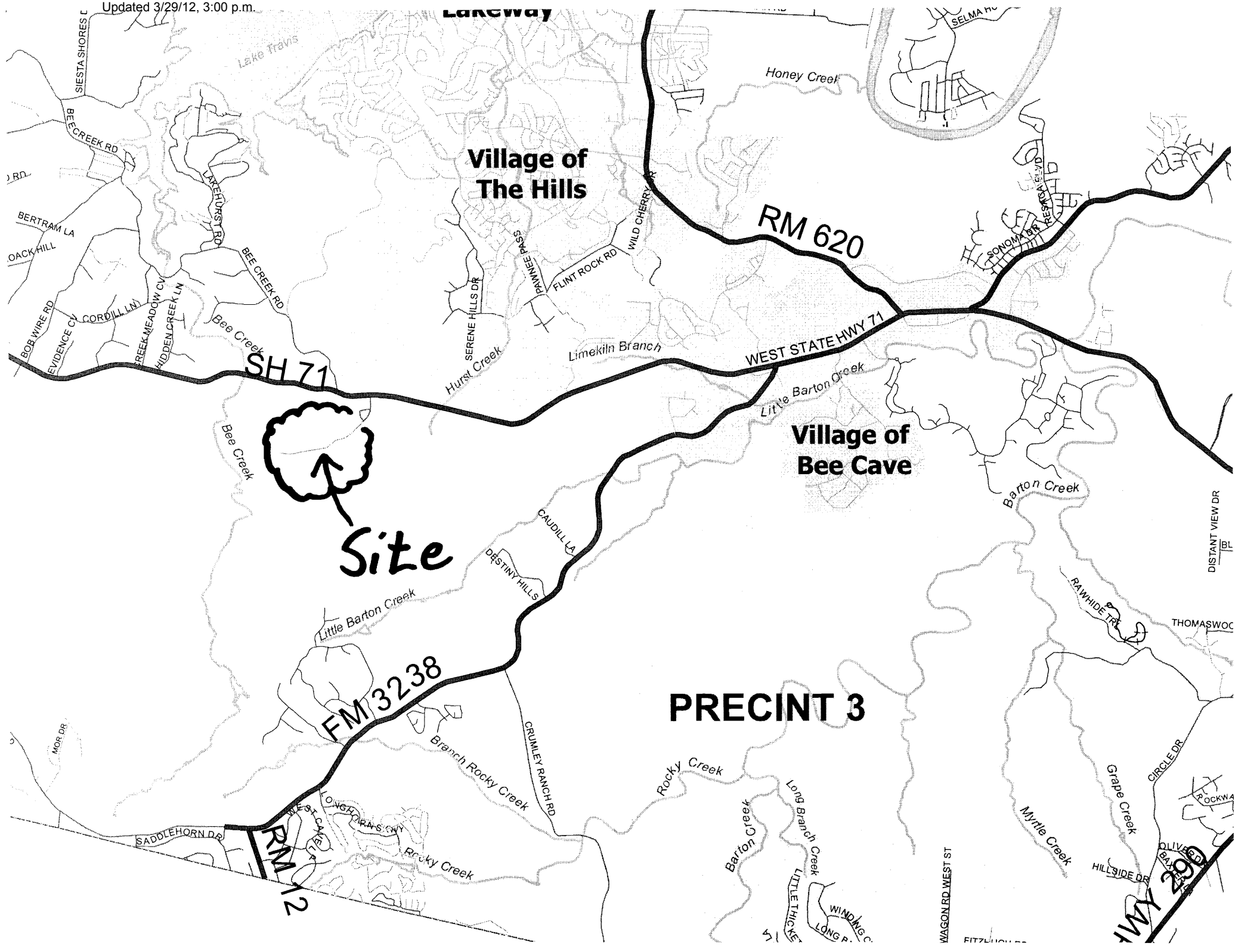
Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

SHEET
5
OF
5

PHOTOGRAPHIC MYLAR

Lakeway



Village of The Hills

RM 620

WEST STATE HWY 71

SH 71

Village of Bee Cave

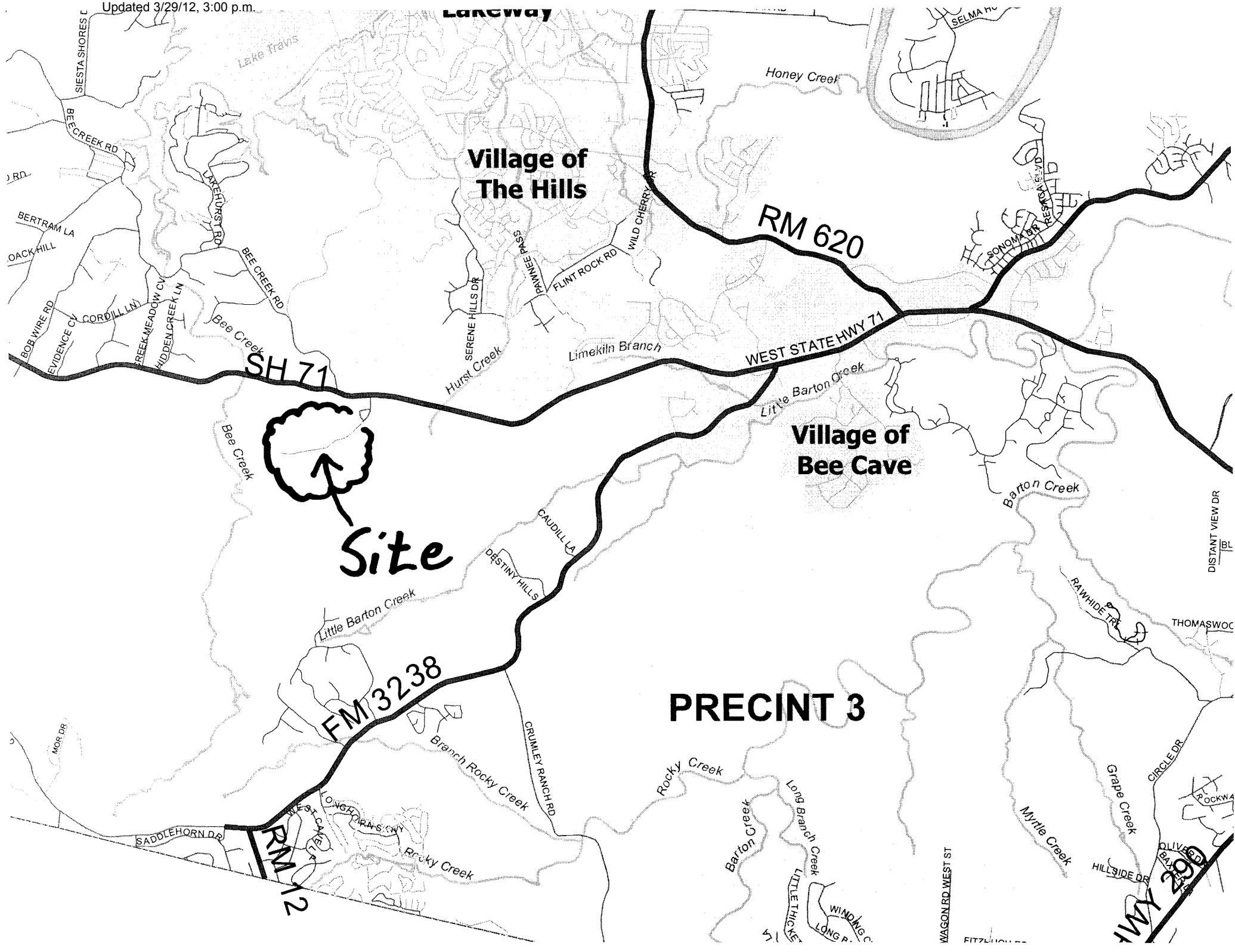
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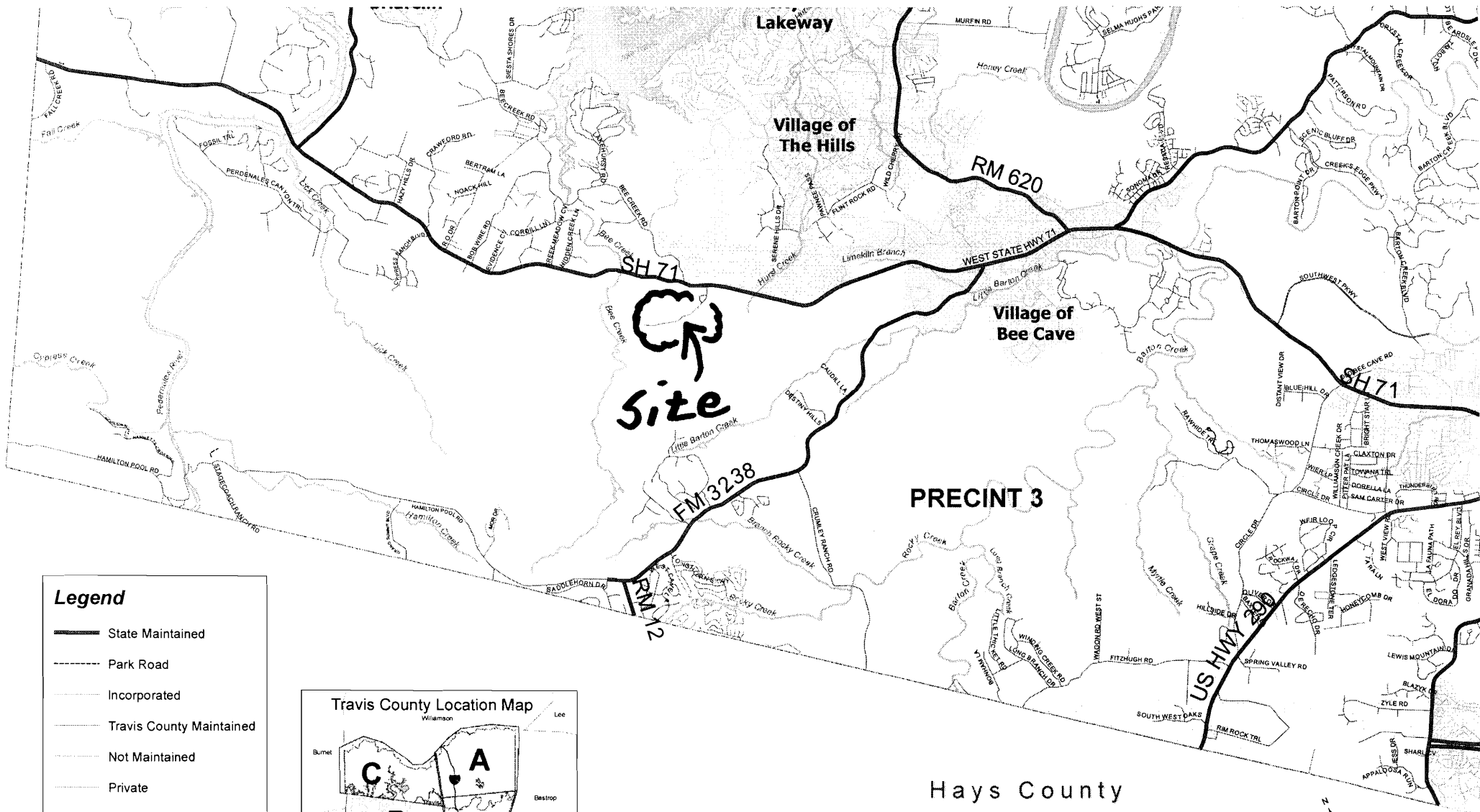
FM 3238

PRECINCT 3

RM 12

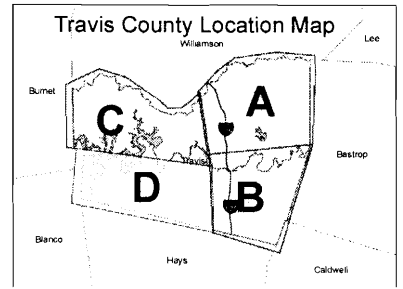
RM 29





Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3



Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Toll Road - various sources, Creeks- NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.





Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Sarah Sumner **Phone #:** 854-7687

Division Director/Manager: Anna Bowlin, Division Director Development Services

Handwritten signature: J. M. Manilla

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording in Precinct Three: Ragan Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

Ragan subdivision consists of two lots on 8.776 acres off of Flint Rock Road at Pawnee Pass in the City of Lakeway ETJ. No fiscal is required for this plat, water is to be provided by Water Control and Improvement District 17 and wastewater will be through approved on site septic systems.

STAFF RECOMMENDATIONS:

This plat meets all Travis County regulations and has been approved by the City of Lakeway and is recommended for approval.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries about this property at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

ATTACHMENTS/EXHIBITS:

Plat, location map, precinct map

REQUIRED AUTHORIZATIONS:

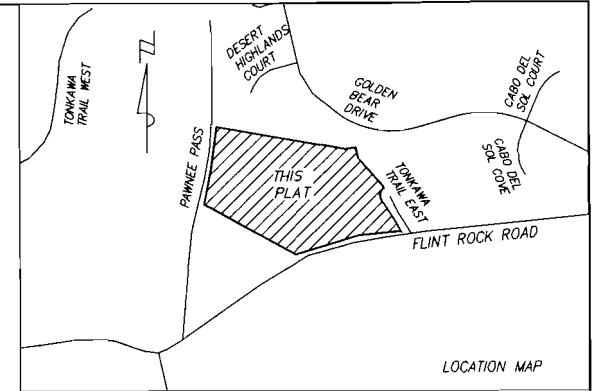
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

CC:

Sarah Sumner	Planner	TNR	854-7687

: :
0101 - Administrative -

PLAT OF
RAGAN SUBDIVISION
TRAVIS COUNTY, TEXAS



*TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS*

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

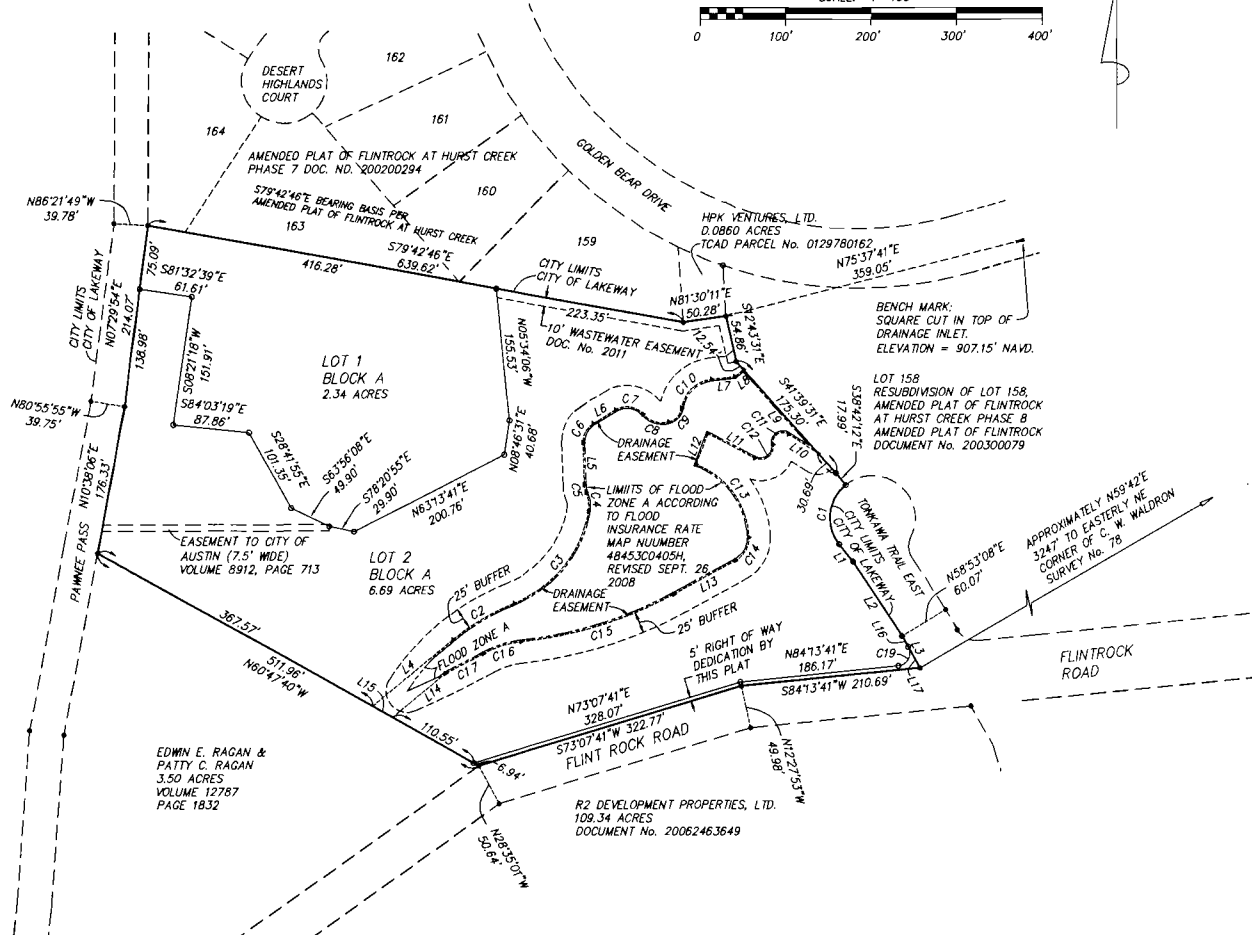
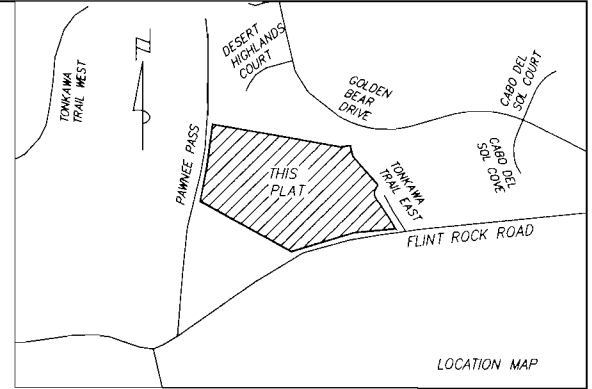
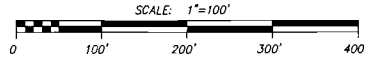
S:\L\MB\151-1199\1155-Subg\1155-PLAT.dwg 2/2/2012 10:59:26 AM CST

DATE: JAN. 18, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

PLAT OF
RAGAN SUBDIVISION
TRAVIS COUNTY, TEXAS



CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C1	78.14	50.00	89°32'25"	S06°30'54"W	70.43	49.60
C2	85.31	270.09	18°05'52"	S59°52'22"W	84.96	43.01
C3	146.52	141.23	59°26'26"	N39°12'05"E	140.03	80.62
C4	22.71	40.00	32°31'46"	N06°47'00"W	22.41	11.67
C5	9.46	25.00	21°41'01"	S12°23'E	9.40	4.79
C6	26.21	25.00	60°04'23"	S28°40'20"W	25.03	14.46
C7	35.05	25.00	80°19'34"	N81°07'42"W	32.25	21.10
C8	33.33	30.00	63°39'50"	S72°47'50"E	31.65	18.62
C9	23.16	20.00	66°20'48"	N42°15'14"E	21.89	13.07
C10	52.61	40.36	74°00'56"	S46°21'54"W	48.96	30.79
C11	28.01	12.00	133°43'21"	S56°22'06"W	22.07	28.08
C12	33.64	15.00	128°29'39"	N53°45'15"E	27.02	31.09
C13	111.85	95.00	67°27'23"	N35°25'21"W	105.50	63.42
C14	33.00	30.00	63°01'49"	N29°46'05"E	31.36	16.30
C15	189.56	475.00	22°51'53"	N72°46'07"E	188.30	96.06
C16	47.16	120.00	22°30'53"	S72°56'36"W	46.85	23.89
C17	51.33	1105.51	2°39'37"	N63°00'56"E	51.32	25.67
C19	29.69	15.00	113°24'08"	S27°31'37"W	25.07	22.84

LINE	BEARING	LENGTH
L1	S38°38'42"E	26.17'
L2	S33°00'06"E	104.23'
L3	S29°10'28"E	42.76'
L4	N50°49'27"E	122.98'
L5	N01°21'52"W	49.86'
L6	N58°42'31"E	30.88'
L7	N83°42'22"E	27.30'
L8	N49°28'51"E	12.92'
L9	S41°39'31"E	132.02'
L10	N56°46'13"W	41.72'
L11	N61°59'55"W	61.62'
L12	S20°50'58"W	38.94'
L13	S61°20'10"W	82.24'
L14	S50°49'27"W	81.42'
L15	S60°47'40"E	26.89'
L16	S29°10'28"E	14.42'
L17	S29°10'28"E	28.28'

EDWIN E. RAGAN & PATTY C. RAGAN
3.50 ACRES
VOLUME 12787
PAGE 1832

R2 DEVELOPMENT PROPERTIES, LTD.
109.34 ACRES
DOCUMENT No. 20062463649

PROPERTY OWNER
EDWIN RAGAN III AND PATTY RAGAN
3911 PAMNÉE PASS
LAKEWAY, TEXAS
512-263-3332 (FAX 512-263-3366)
AND
BTE ENERGY, LLC
3001 RR 620, SUITE 321
AUSTIN, TEXAS 78738

ENGINEER:
RANDALL JONES & ASSOCIATES, ENGINEERING
1212 EAST BRAKER LANE
AUSTIN, TEXAS 78753
512-836-4793 FAX 512-836-4817

SURVEYOR
RJ SURVEYING & ASSOCIATES
1212 EAST BRAKER LANE
AUSTIN, TEXAS 78753
512-836-4793 FAX 512-836-4817

TOTAL AREA OF SITE: 9.09 ACRES
2 RESIDENTIAL LOTS
NO NEW STREETS

DATE: JAN. 18, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

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S:\LAND\151-109\1155.dwg\1155-PLAT.dwg 2/9/2012 10:44:41 AM CST

- Driveway grades shall be within the limits established by the City of Lakeway's Development Ordinance.
- Commercial driveway locations shall be approved by the City.
- Building setback lines shall be in conformance with current City of Lakeway regulations.
- All signs shall comply with the City of Lakeway Sign Ordinance in effect at the time of sign permit approval.
- All development in this subdivision is subject to all covenants, conditions, and restrictions, as amended from time to time, and recorded by separate instrument in Volume 3875, Page 1807 and Volume 4770, Page 2241 of the Real Property Records of Travis County, Texas.
- Water Quality and detention facilities are required for all development with impervious areas in excess of 15% of the overall net site area.
- This subdivision is located in the Hurst Creek watershed. Construction on slopes and impervious cover are limited by provisions of the City of Lakeway's Development Ordinance.
- No construction will be permitted on slopes in this subdivision that exceed 25% unless a waiver or variance is granted by the City of Lakeway.
- Cut and fill shall not exceed 6-feet of depth except where a waiver/variance is granted.
- No fill shall be placed on any lot prior to issuance of a permit.
- Erosion controls are required for all site construction in accordance with the City of Lakeway's Development Ordinance.
- Every lot in this subdivision is subject to the City of Lakeway's site clearance procedures. No site clearance, excavation, grading, or landfill shall commence unless a permit shall have first been issued for such work in accordance with the provisions of applicable ordinances.
- Impervious cover shall not exceed the maximum percentage permitted under the City of Lakeway's Development Ordinance.
- All development within this subdivision shall comply with the City of Lakeway's Development Ordinance.
- No structure in this subdivision shall be occupied until connected to a public water system and an approved on-site wastewater system.
- This subdivision shall be served by underground utilities.
- Landscaping and other improvements constructed in public utility easements that are damaged due to utility line maintenance or installation shall be replaced at the owner's expense.
- The electric utility has the right to cut and trim trees and shrubbery and remove obstructions to the extent necessary to keep easements clear of obstructions.
- Additional drainage, public utility or electrical easements may be required to be made available by the owner to the City of Lakeway and utility companies as reasonably required for development of this subdivision. Reasonable access for all easements shall be provided.
- Every lot in this subdivision not on an organized wastewater system is subject to the regulations of the Travis County Onsite Wastewater Facility Program (TCOWFP). No private sewage facility may be used until the facility has been approved and licensed by the TCOWF. Lot size requirements for residential and commercial private sewage facilities shall conform to the requirements of the City of Lakeway and any other entity having approval authority.
- Special wastewater service note: Conditional upon the final finish floor elevation of individual lots, it is possible that certain lots in this subdivision could require installation of a private wastewater pump in order to access the gravity wastewater line. The installation, if required, of a private wastewater pump to service an individual lot, shall be the responsibility of the lot owner, and not the responsibility of the Developer, City or wastewater service provider.
- All finish slab elevations in this subdivision shall be a minimum of one-foot above the current 100-year flood plain elevation.
- No development or construction shall take place on any lot until construction plans are approved by the City of Lakeway in accordance with the City's Development Ordinance.
- On-site storm water detention is required for all lots. Peak runoff after development shall not exceed the amount existing at the undeveloped status.
- The property owner is responsible for maintenance of all water quality facilities, storm water detention ponds, on-site drainage easements and roadside ditches in public rights-of-way once the lot abutting the right-of-way is developed. Maintenance shall be to the standards and specifications contained in the City of Lakeway Development Ordinance in effect at the time maintenance is required.
- The owner of any lot receiving drainage from an adjacent property shall install the improvements necessary to convey the 100-year storm through the subject lot in the drainage easements designated on this subdivision plat.
- The property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by government authority.
- All public utility easements dedicated along all side and rear lot lines shall also function as drainage easements and be free of obstructions.
- No objects, including but not limited to, buildings, fences or landscaping, shall be allowed in a drainage easement except as approved by the City of Lakeway or Travis County.
- The construction and maintenance of all drainage improvements, including inlets, storm sewer piping and appurtenances such as headwalls, etc. installed in street rights-of-ways designated as "private" shall be the responsibility of the developer, his successors or assigns, or the Subdivision Homeowner's Association.
- The depicted pond and buffer constitute a drainage and flood plain easement.
- The minimum slab elevation for Lot 2 is 933'
- All drainage easements on private property shall be maintained by the owner and/or assigns.
- A Travis County Site Development Permit is required prior to any site development.

State of Texas
County of Travis
We, the undersigned owners of 8.776 acres of land out of the C. W. Waldron Survey No. 78 of Travis County, Texas, conveyed to us by deed recorded in Volume 11701, Page 2032 of the Official Public Records of Travis County, Texas and 0.31 Acres of land conveyed to us by deed recorded in Document No. 2010168971 of the Official Public Records of Travis County, Texas, and BTE Energy, LLC, the undersigned owner of 6.75 acres of land conveyed to us by deed recorded in Document No. 2011191981 of the Official Public Records of Travis County, Texas, and shown on this plat and designated herein as the RAGAN SUBDIVISION, Travis County, Texas, hereby subdivide 9.09 acres of land in accordance Chapter 212 of the Local Government Code and do hereby dedicate to the use of the public forever all streets, alleys, parks, watercourses, drains, public easements, and public places thereon shown for the purposes and consideration therein expressed.

WITNESS MY HAND this ___ day of _____ 20 ___

Edwin E. Ragan, III
3911 Pownee Pass
Austin, Texas 78738

Patty C. Ragan
3911 Pownee Pass
Austin, Texas 78738

By: BTE Energy LLC,

Burke T. Edwards, Managing Partner,
3001 Ranch Road 620 S., Ste. 321,
Austin, TX, 78738

State of Texas §
County of Travis §
Before me, the undersigned authority, on this day personally appeared Edwin E. Ragan, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this ___ day of _____ 20 ___

Notary Public in and for the State of Texas.

State of Texas §
County of Travis §
Before me, the undersigned authority, on this day personally appeared Patty C. Ragan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this ___ day of _____ 20 ___

Notary Public in and for the State of Texas.

State of Texas §
County of Travis §
Before me, the undersigned authority, on this day personally appeared Burke T. Edwards, Managing Partner, BTE Energy, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this ___ day of _____ 20 ___

Notary Public in and for the State of Texas.

Engineer's Certification:
I, the undersigned professional engineer in the State of Texas, do hereby certify that to the best of my knowledge, that all required documents enclosed are accurate and complete and that the provisions contained on this plat comply with the development ordinances and drainage policies adopted by the City of Lakeway and other Federal, State, County, and local regulations in effect on this date.

Dated: _____

R. Brent Jones
Registered Professional Engineer No. 92671
Randall Jones and Associates, Engineering, Inc. F-9784
1212 East Braker Lane
Austin, Texas 78753
512-836-4793 Fax: 512-836-4817

The 100-year flood plain is fully contained within the drainage easement as shown hereon. A portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) #48453C0404H, Travis County, Texas, dated September 2008.

Surveyor's Certification:

I, the undersigned professional surveyor, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the notes, information, and provisions contained on this plat comply with the development ordinances adopted by the City of Lakeway, and was prepared from a survey made on the ground under my direct supervision.

Dated: _____

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin Texas 78753

Certification by Water Control and Improvement District No. 17

The tract of land described on this plat is within the boundaries of Travis County Water Control and Improvement District (WCID) No. 17 and has water service available.

Dated: _____

President of the Board WCID No. 17

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the improvements. The Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public improvements have been accepted for maintenance by the County, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be a part of the developer's construction

PLAT OF
RAGAN SUBDIVISION

Approval by Code Official:
This plat has been submitted to and considered by the Code Official for the City of Lakeway, Texas in accordance with the Development Ordinances of the City and is hereby approved and authorized for record.

Dated: _____

Code Official
City of Lakeway, Texas

This subdivision is within the Extraterritorial Jurisdiction of the City of Lakeway on this the ___ day _____ of _____ 20 ___

Code Official
City of Lakeway, Texas

Approval by Travis County:

Each and every on-site wastewater facility installed outside of the Lower Colorado River Authority's Water Quality Zone but within the City of Lakeway's Extraterritorial Jurisdiction, as they relate to this subdivision, must be permitted, inspected, and licensed for operation under those terms, standards, and requirements of the Texas Commission on Environmental Quality and the Travis County Onsite Wastewater Facility Program as are in effect at the time such applications for permits and licenses are made. Certain single family residential lots may require professionally designed wastewater disposal systems, due to topographical, geological, and water well considerations.

Travis County Onsite Wastewater Facility Program
Date

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOUR, CLERK HEREBY CERTIFY THAT ON THE ___ DAY OF _____ 20 ___ A.D. THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE THE MINUTES OF SAID COURT

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ___ DAY OF _____ 20 ___ A.D.

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____ 20 ___ A.D. AT ___ O'CLOCK ___ M., DULY RECORDED ON THE ___ DAY OF _____ 20 ___ A.D. AT ___ O'CLOCK ___ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

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

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

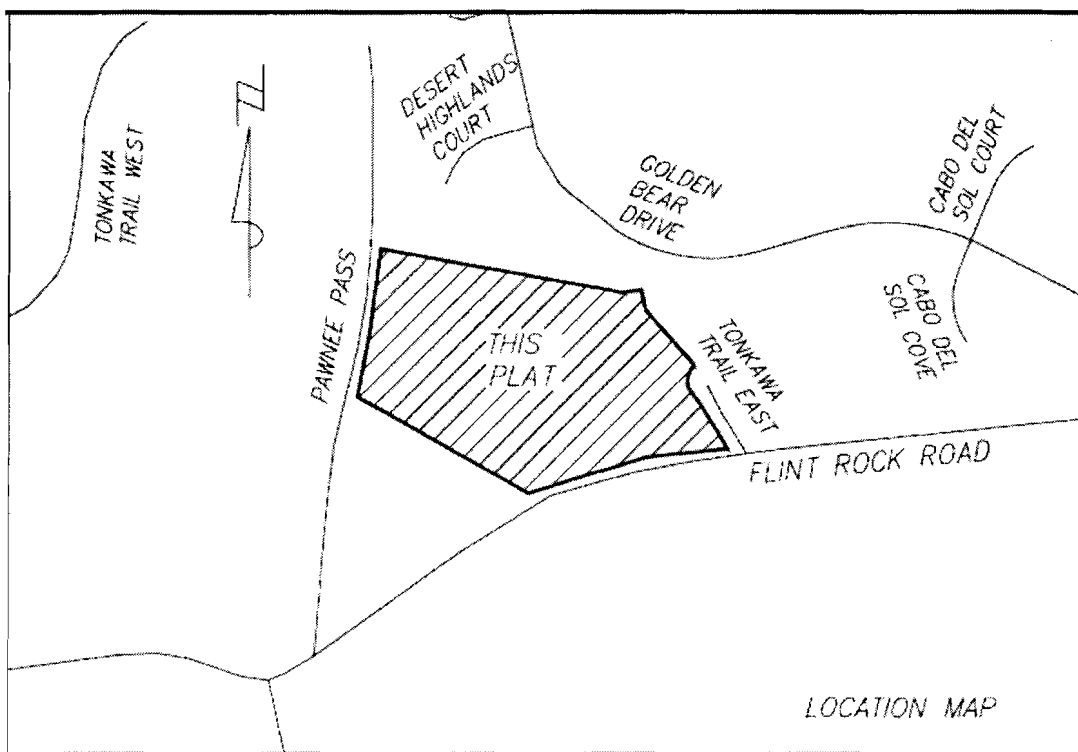
DEPUTY

DATE: JAN. 18, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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Ragan Subdivision Location Map



Ragan Subdivision Precinct Map

Travis County Texas Commissionera Court Precincts

Finding your precinct is a little tricky. Please read these instructions before entering your address.

First type your address in the box above and search for it. Your location will come up but the color overlays will disappear!

How to get the overlays back.

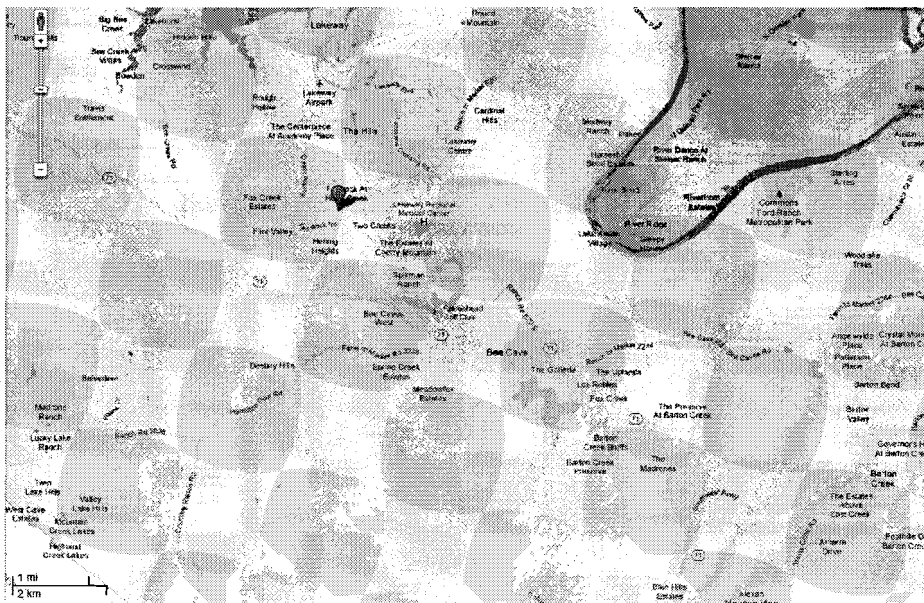
See the box in the top right corner? Click on the arrow under "Traffic". At the bottom of the list it will show a check mark by your address. Below that will be an entry for Travis County Texas Commissioners Court Precincts. (It will probably be cut off so you will only see "Travis County Tex"). Click on that and the color overlays will be restored.

Scroll down and look at the legend below to see which color corresponds to your location.

NOTE: Not all browsers behave the same -- if the legend disappears, click on your browser's "Back" button

Public 2 Collaborators - 36,328 views
Created on Oct 10, 2011 By Travis County. Updated On
★★★★★ 1 Rating Write a comment. RML

- County Commissioner Precinct One
Commissioner Ron Davis
 - County Commissioner Precinct Two
Commissioner Staci Eichardt
 - County Commissioner Precinct Three
Commissioner Marka Hulse
 - County Commissioner Precinct Four
Commissioner Margaret Gombi
- Report a problem





Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Darla Vasterling **Phone #:** 854-7564

Division Director/Manager: Anna M. Bowlin ACCP, Division Director of Development Services

AB

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

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 the following requests:

- A) The use of an Alternative Fiscal Agreement for the Commons at Rowe Lane Phase IIIB; and
- B) The use of a Cash Security Agreement for the Commons at Rowe Lane Phase IIIB.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an alternative fiscal agreement with Travis County. Under the alternative fiscal agreement the plat will be held in abeyance while the street and drainage facilities are constructed. The developer also requests to enter into a cash security agreement with Travis County for the required fiscal.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

Under Alternative Fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Planning and Engineering Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time. It is the City of Pflugerville's procedure not to approve the plat until the improvements are built.

page 2

March 21, 2012

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements have been posted with Travis County using a Cash Security Agreement. The posted amount is \$141,286.00.

Access to Publicly Maintained Road

The Commons at Rowe Lane Phase IIIB takes access from Windmill Ridge Street in Commons at Rowe Lane Phase IIA, Wind Vane West in Commons at Rowe Lane IIC, and Meridan Boulevard in the Commons at Rowe Lane Phase IIIA. Commons at Rowe Lane Phase IIA, IIC, and Phase IIIA are all maintained by Travis County.

Waste Water Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #11-1881. The estimated cost of the improvements is \$1,493,856.30. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment

Legal Description

Extension of Sixty-Day Period

Cash Security Agreement

Proposed Plat

Location Map

REQUIRED AUTHORIZATIONS:

<i>AM</i> Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director, Development Services	TNR	854-7561

CC:

John Ellis	Engineering Review	TNR	854-9805
Joe Arriaga	Subdivision Planner	TNR	854-7687

AB:SM:dv

1101 - Development Services -

1105 - Subdivision - the Commons at Rowe Lane Phase IIIB

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3

Executed this 14 day of February, 2012

OWNER: Commons At Roue Lane, LP Address: 2929 W. 5th St, Ste. A

By: Roue Commons Corp, GP Fr Worth, TX 76107

Name: Lee Nicol

Phone: 817. 332. 9600

Title: PRESIDENT

Fax: 817 332. 1400

Authorized Representative

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

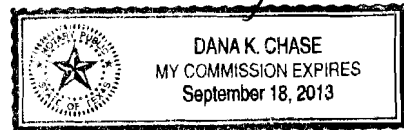
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF ^{TARRANT} TRAVIS §

This instrument was acknowledged before me on the 14 day of February, 2012, by Lee Nicol in the capacity stated herein.

Dana K Chase
Notary Public in and for the State of Texas



Dana K Chase
Printed or typed name of notary

My Commission Expires: 09/18/2013

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20 , in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary

My commission expires: _____

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

Alternative Fiscal

STATE OF TEXAS
COUNTY OF TRAVIS

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

LEGAL DESCRIPTION

DESCRIPTION OF A 24.502 ACRE TRACT OF LAND, SITUATED IN THE JACOB CASNER SURVEY, ABSTRACT NO. 2753, BEING A PORTION OF THAT CERTAIN 108.529 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2005022370 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 71.402 ACRE TRACT OF LAND CONVEYED TO THE COMMONS AT ROWE LANE, L.P., OF RECORD IN DOCUMENT NO. 2007205045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 24.502 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Concrete Monument set for the northwest corner of the herein described tract, being also on the north line of said 108.529 acre tract, and being on the south line of that certain 10.032 acre tract of land conveyed to The Commons at Rowe Lane, L.P. of record in Document No. 2005045836 of the Official Public Records of Travis County, Texas;

THENCE S 82°29'22" E, with the north line of said 108.529 acre tract, the south line of said 10.032 acre tract, at 21.50 feet pass the northeast corner of said 108.529 acre tract, being also the northwest corner of said 71.402 acre tract, at 32.14 feet pass the southeast corner of said 10.032 acre tract, being also the southwest corner of Lot 9, Rolling Hills, a subdivision of record in Book 76, Page 277 of the Plat Record of Travis County, Texas, at 834.26 feet pass the southeast corner of said Lot 9, being also the southwest corner of Lot 10, of said Rolling Hills subdivision, for a total distance 1294.25 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 10, being also an ell corner of said 71.402 acre tract;

THENCE, departing the south line of said Rolling Hills subdivision, over and across said 71.402 acre tract the following ten (10) courses and distances:

1. S 02°45'20" E, for a distance of 146.75 feet to a 1/2 inch iron rod with cap (ZWA) set on a curve to the left,
2. along said curve to the left, an arc distance of 186.12 feet, said curve having a radius of 570.00 feet, a central angle of 18°42'32" and a chord bearing of N 74°32'30" E for a chord distance of 185.30 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a compound curve to the left,

3. along said curve to the left, an arc distance of 23.99 feet, said curve having a radius of 15.00 feet, a central angle of $91^{\circ}37'43''$ and a chord bearing of $N 19^{\circ}22'22'' E$ for a chord distance of 21.51 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
4. $N 63^{\circ}48'55'' E$, for a distance of 50.00 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the left,
5. along said curve to the left, an arc distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of $90^{\circ}00'00''$ and a chord bearing of $S 71^{\circ}26'30'' E$ for a chord distance of 21.21 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
6. $S 26^{\circ}26'30'' E$, for a distance of 60.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
7. $N 63^{\circ}33'30'' E$, for a distance of 190.20 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 175.49 feet, said curve having a radius of 570.00 feet, a central angle of $17^{\circ}38'23''$ and a chord bearing of $N 72^{\circ}22'42'' E$ for a chord distance of 174.80 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve,
9. $S 11^{\circ}18'19'' E$, for a distance of 121.25 feet to a 1/2 inch iron rod with cap (ZWA) set, and
10. $N 81^{\circ}10'12'' E$, for a distance of 41.36 feet to a 1/2 inch iron rod found for an ell corner of said 71.402 acre tract, being also the northwest corner of Lot 28, Block A, Rolling Meadows Section One, a subdivision of record in Book 85, Page 47C of the Plat Record of Travis County, Texas, and being the northeast corner of the herein described tract;

THENCE, $S 07^{\circ}34'57'' W$, with the east line of said 71.402 acre tract and the west line of said Rolling Meadows, Section One, at 224.86 feet pass the southwest corner of said Lot 28, Block A, being also the northwest corner of Lot 27, Block A, of said Rolling Meadows, Section One subdivision, at 579.23 feet pass the southwest corner of said Lot 27, Block A, being also the northwest corner of Lot 12, Block A, of said Rolling Meadows, Section One subdivision, for a total distance of 643.00 feet to a 1/2 inch iron rod found for the southeast corner of the herein described tract, being also the northeast corner of The Commons At Rowe Lane, Phase II A, a subdivision of record in Document No. 200800219, of the Official Public Records of Travis County, Texas;

THENCE, departing the west line of said Rolling Meadows, Section One, over and across said 71.402 acre tract, being also along the north line of said The Commons At Rowe Lane, Phase II A, the following four (3) courses and distances

1. $N 82^{\circ}25'04'' W$, for a distance 210.35 feet to a 1/2 inch iron rod with cap (ZWA) found,

2. S 07°34'56" W, for a distance of 35.87 feet to a 1/2 inch iron rod with cap (ZWA) found, and
3. N 82°25'04" W, for a distance of 133.00 feet to a 1/2 inch iron rod with cap (ZWA) found for the most northerly northwest corner of said The Commons At Rowe Lane, Phase II A, being also the northwest corner of Lot 26, Block M of said The Commons At Rowe Lane, Phase II A, being also in the east line of proposed The Commons At Rowe Lane, Phase III A, from which a 1/2 inch iron rod with cap (ZWA) found for an ell corner in the north line of said The Commons At Rowe Lane, Phase II A, being also the southeast corner of said proposed The Commons At Rowe Lane, Phase III A, being also a point in the south line of said 71.402 acre tract, being also a point in the north line of said 108.529 acre tract, bears S 07°34'56" W, for a distance of 325.25 feet;

THENCE, departing the north line of said The Commons At Rowe Lane, Phase II A, over and across said 71.402 acre tract, being also in the east, north, and west lines of said proposed The Commons At Rowe Lane, Phase III A, the following twelve (12) courses and distances:

1. N 07°34'56" E, for a distance of 62.46 feet to a 1/2 inch iron rod with cap (ZWA) set,
2. N 01°11'05" W, for a distance of 59.26 feet to a 1/2 inch iron rod with cap (ZWA) set,
3. N 06°50'46" W, for a distance of 144.63 feet to a 1/2 inch iron rod with cap (ZWA) set,
4. N 26°26'30" W, for a distance of 166.76 feet to a 1/2 inch iron rod with cap (ZWA) set,
5. S 79°56'23" W, for a distance of 188.87 feet to a 1/2 inch iron rod with cap (ZWA) set,
6. N 86°01'24" W, for a distance of 75.15 feet to a 1/2 inch iron rod with cap (ZWA) set,
7. N 82°29'22" W, for a distance of 520.69 feet to a 1/2 inch iron rod with cap (ZWA) set,
8. S 16°44'31" E, for a distance of 132.41 feet to a 1/2 inch iron rod with cap (ZWA) set,
9. S 73°15'29" W, for a distance of 170.00 feet to a 1/2 inch iron rod with cap (ZWA) set,
10. S 16°44'31" E, for a distance of 258.10 feet to a 1/2 inch iron rod with cap (ZWA) set at the beginning of a curve to the right,
11. along said curve to the right, an arc distance of 51.81 feet, said curve having a radius of 575.00 feet, a central angle of 05°09'46" and a chord bearing of S 14°09'38" E for a chord distance of 51.79 feet to a 1/2 inch iron rod with cap (ZWA) set at the end of said curve, and
12. S 11°34'45" E, for a distance of 268.36 feet to a 1/2 inch iron rod with cap (ZWA) set for the southeast corner of said proposed The Commons At Rowe Lane, Phase III A, being also an angle point in the common line of said 71.402 acre tract and 108.529 acre tract, being also an angle point in the said north line of The Commons At Rowe Lane, Phase II

A, being also the northeast corner of Lot 2, Block H, a 1.315 acre Drainage Way and Parkland Lot of the said The Commons At Rowe Lane, Phase II A, being also the northwest corner of Meridian Boulevard;

THENCE, leaving the said proposed The Commons At Rowe Lane, Phase III A, along the said common line of said 71.402 acre tract and 108.529 acre tract, being also the north line of said The Commons At Rowe Lane, Phase II A, being also the north line of said Lot 2, Block H of said The Commons At Rowe Lane, Phase II A, S 72°46'45" W, passing at a distance of 296.69 feet, the southwest corner of said 71.402 acre tract, being also an ell corner in the north line of said 108.529 acre tract, for a total distance of 316.72 feet for the southwest corner of the of the herein described tract, also being in the east line of The Commons At Rowe Lane, Phase II B, a subdivision of record in Document No. 201100082, of the Official Public Records of Travis County, Texas, being also in the east line of Windmill Ranch Avenue;

THENCE, over and across said 108.529 acre tract and said 71.402 acre tract, being also in the said east line of The Commons At Rowe Lane, Phase II B, being also in the east line of said Windmill Ranch Avenue the following five (5) courses and distances:

1. N 17°13'15" W, for a distance of 851.03 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
2. along said curve to the right, passing at an arc distance of 33.92 feet, the said common line of 108.529 acre tract and 71.402 acre tract, for a total arc distance of 39.27 feet, said 39.27 foot curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 27°46'45" E for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve,
3. N 17°13'15" W, for a distance of 60.00 feet to a 1/2 inch iron rod found at the beginning of a curve to the right,
4. along said curve to the right, passing at an arc distance of 5.37 feet, the said common line of 71.402 acre tract and 108.529 acre tract, for a total arc distance of 39.27 feet, said 39.27 foot curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord bearing of N 62°13'15" W for a chord distance of 35.36 feet to a 1/2 inch iron rod found at the end of said curve, and
5. N 17°13'15" W, for a distance of 360.73 feet to the **POINT OF BEGINNING** and containing 24.502 acres of land.

BEARING BASIS

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

REFERENCES

ZWA PLAT NO. 11-1002-11 CARL III-B-Sheets 1-3.dwg

**§ EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: 2.14.2012

Owner's Name and Address: Commons at Rowe Lane, LP
Rowe Commons Corp. GP
2929 W. 5th
Ft Worth, TX 76107

Proposed Subdivision Name and Legal Description (the "Property"):

COMMONS AT ROWE LANE PHASE III B

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and effective as of the date set forth below.

Owner: Rowe Commons Corp, GP

By: [Signature]

Name: Lee Nicol

Title: President

Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS TARRANT

This instrument was acknowledged before me on the 14 day of February, 2012, by Lee Nicol of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas

Dana K Chase

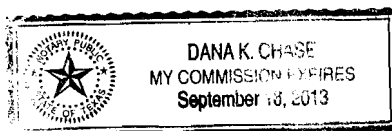
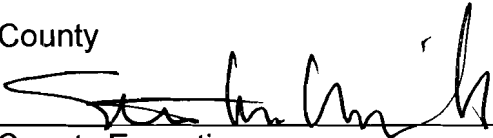


EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By: 

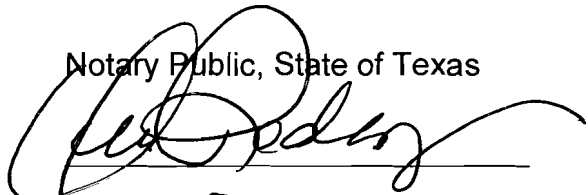
County Executive
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

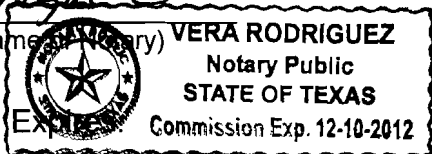
This instrument was acknowledged before me on the 22nd day of March,
2012 by Steven M Manilla, P.E., County Executive of Travis County, Texas known to me
personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas



Vera Rodriguez

(Printed Name of Notary)



My Commission Expires

Commission Exp. 12-10-2012

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: *Commons at Rowe Lane, LP
Rowe Commons Corp, G.P.*

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *\$141,286.00*

SUBDIVISION: *COMMONS AT ROWE LANE PHASE III B*

DATE OF POSTING: *3/28/12*

EXPIRATION DATE: Three Years, or more, from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

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

Cash Security Agreement
Page 2

DEVELOPER

ADDRESS OF DEVELOPER

By: Commons at Power Lane, CP
Power Commons Corp GP

2929 W. 5th, Ste. A
Ft Worth, TX 7607

Name: Lee Nicol

Title: Lee Nicol
PRESIDENT

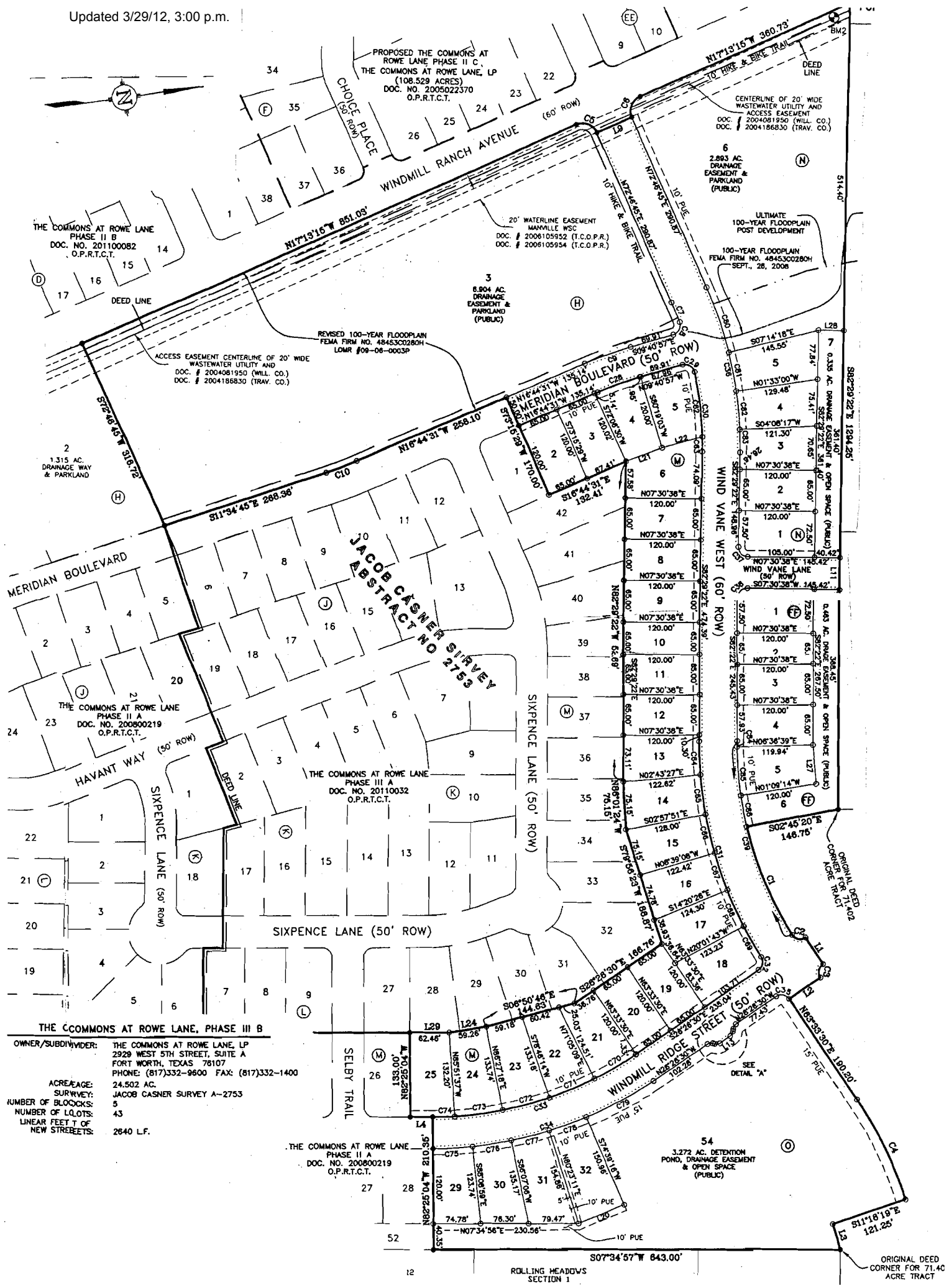
Date: 2.14.2012

Phone: 817.332.9600

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

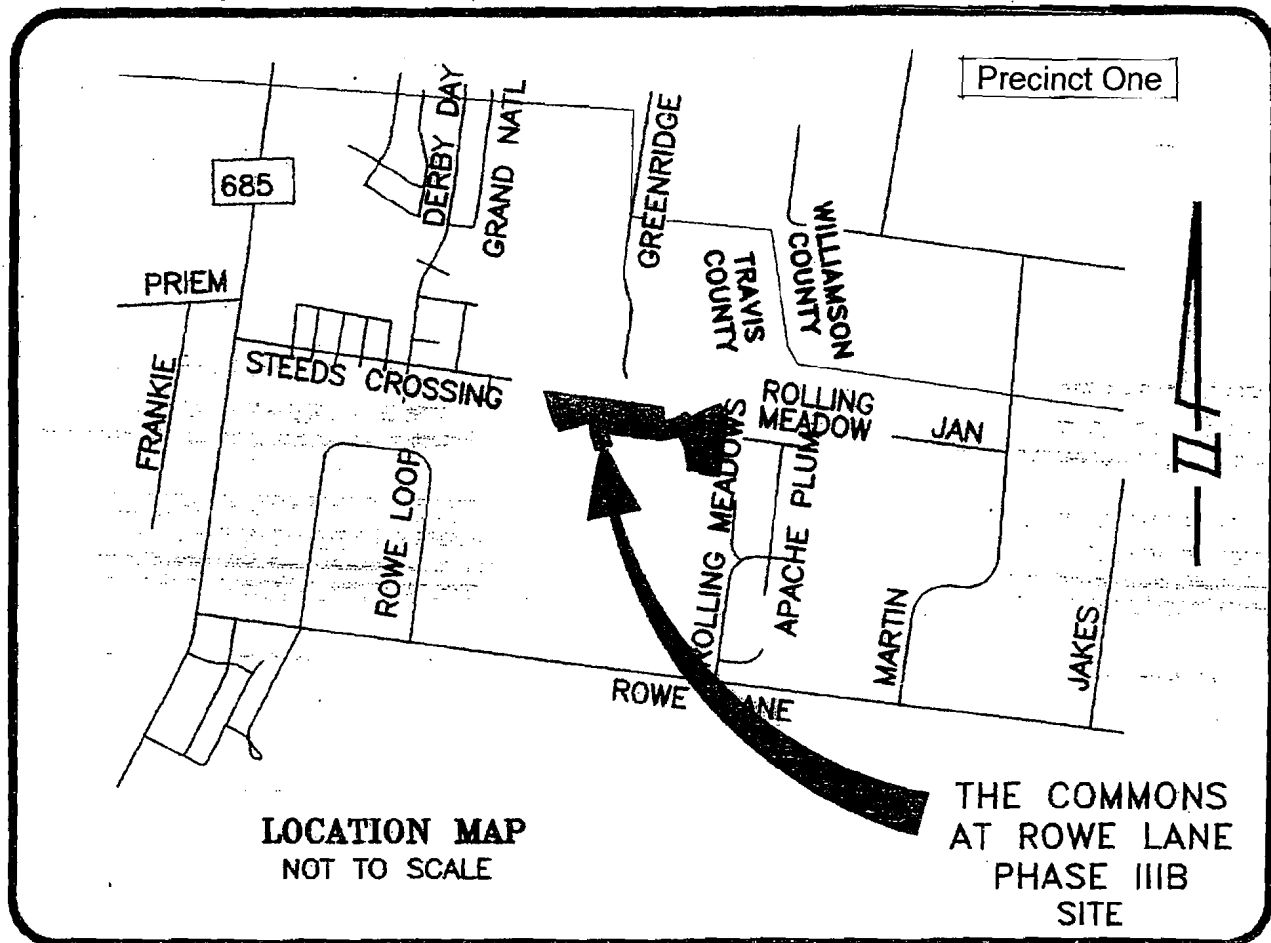
THE COMMONS AT ROWE LANE
PHASE III B



THE COMMONS AT ROWE LANE, PHASE III B
 OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
 2929 WEST 5TH STREET, SUITE A
 FORT WORTH, TEXAS 76107
 PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 24.502 AC.
 SURVEY: JACOB CASNER SURVEY A-2753
 NUMBER OF BLOCKS: 5
 NUMBER OF LOTS: 43
 LINEAR FEET OF NEW STREETS: 2640 L.F.

THE COMMONS AT ROWE LANE
 PHASE II A
 DOC. NO. 200800219
 O.P.R.T.C.T.



LOCATION MAP
NOT TO SCALE

LOCATION MAP



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

Division Director/Manager: Anna Bowlin, Director of Development Services

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a request for a total plat vacation of the Bluff Springs Estates Section Two final plat in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

The owner of Bluff Springs Estates Section Two, Kalogridis and Kalogridis Development, LLC, has applied through the City of Austin/Travis County Single Office for a total plat vacation of Bluff Springs Estates Section Two, which consists of two single family lots located on 26.04 acres and is located on Bluff Springs Road.

Approval of the plat vacation will return the lots back to raw land, and enable the owner to replat the property in the future without the single family land use.

STAFF RECOMMENDATIONS:

Single Office staff has reviewed the application, cleared all comments, and supports the total plat vacation.

ISSUES AND OPPORTUNITIES:

The total plat vacation was approved by the City of Austin Zoning and Platting Commission on March 20, 2012; there were no adjacent property owners or neighbors to speak in opposition.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Precinct map

Location map

Approved plat to be vacated

Copy of vacation order

REQUIRED AUTHORIZATIONS:

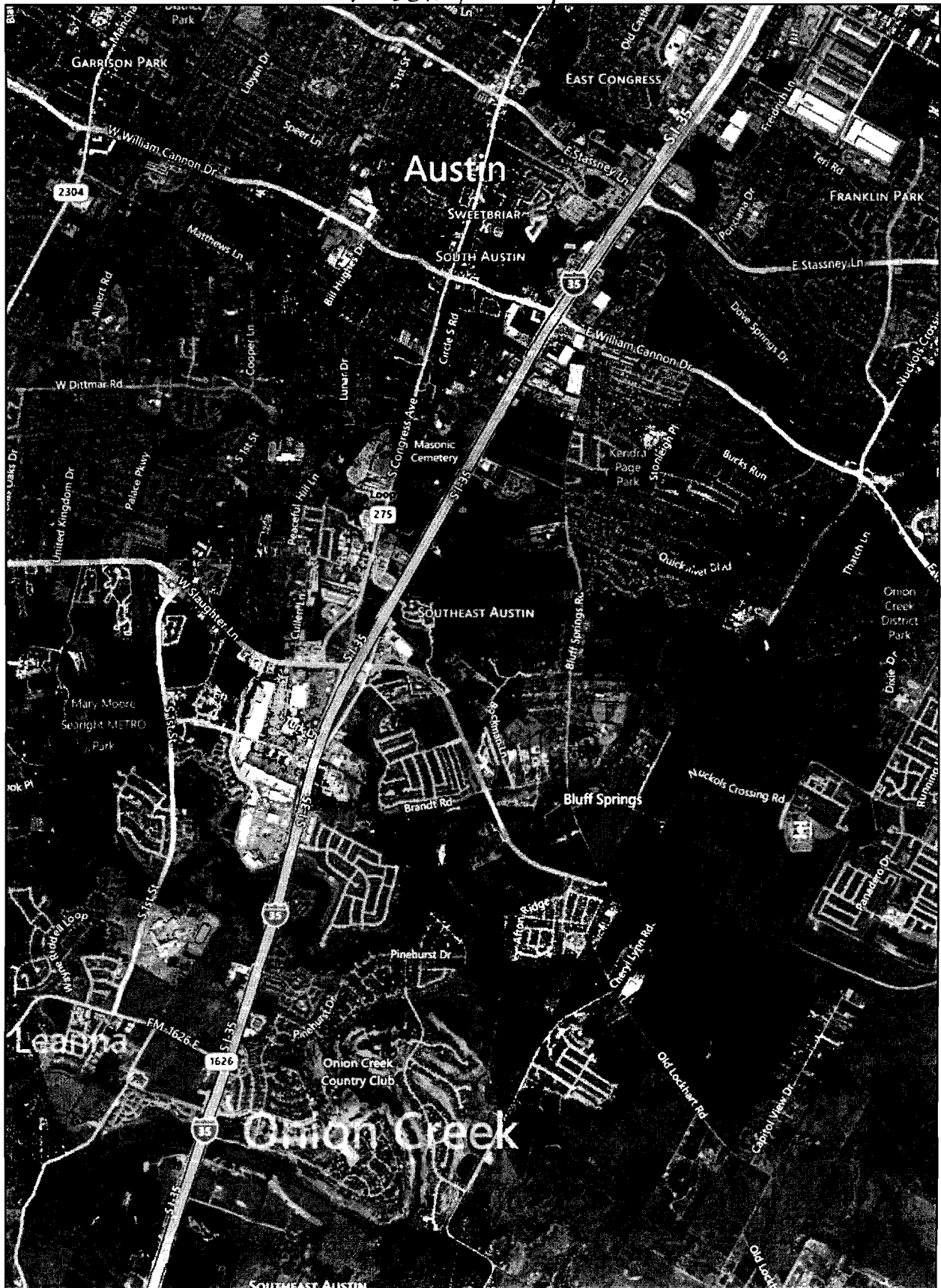
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

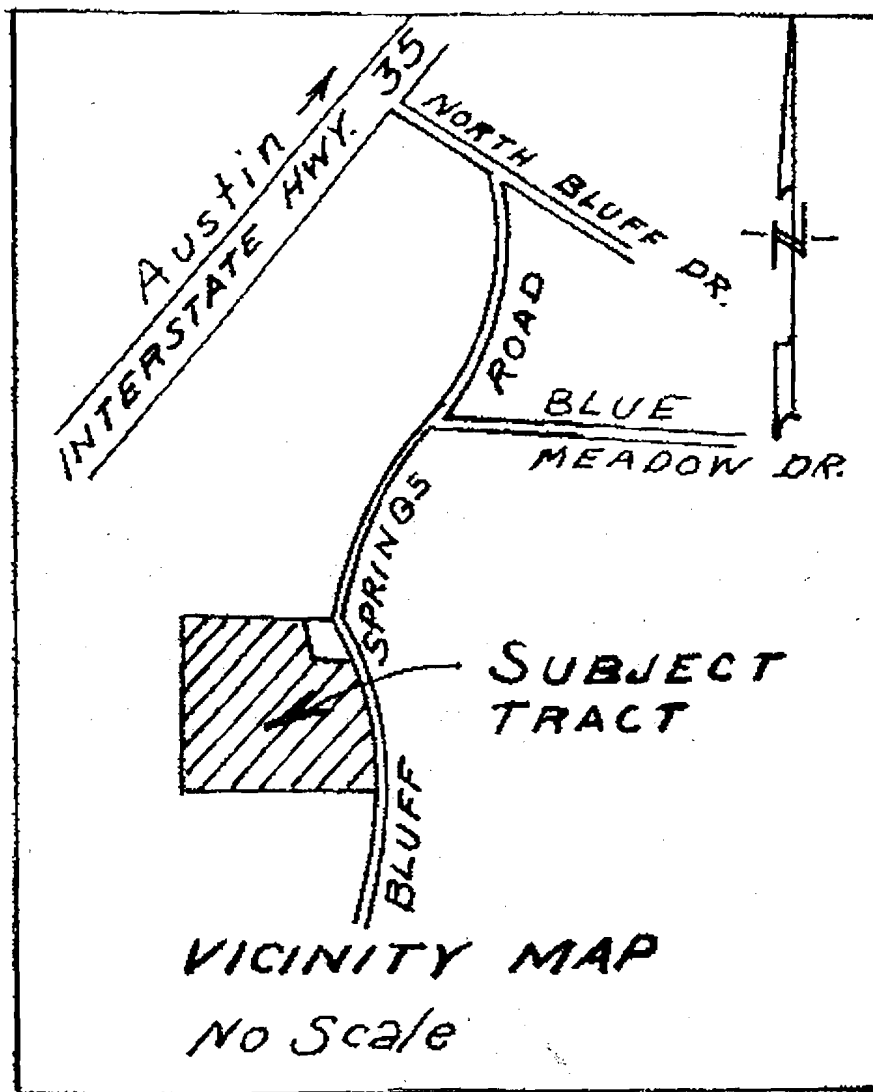
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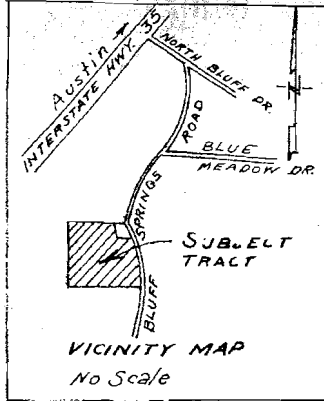
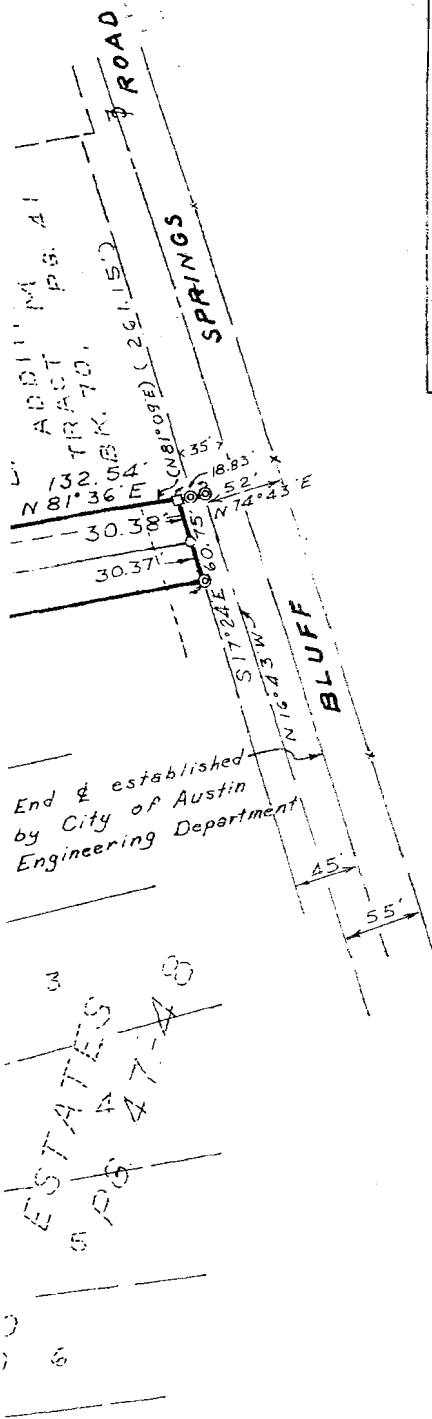
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1101 - Development Services - Bluff Springs Estates Section Two total plat vacation

Precinct Map







BLUFF SPRING ESTATES SECTION TWO

SURVEYORS CERTIFICATE:

I, J. Leroy Bush am authorized under the laws of the State of Texas to practice the profession of Land Surveying, and hereby certify that this plat complies with Chapter 41, Austin City Code; is true and correct, and was prepared from an actual survey of the property made under my supervision on the ground.

DATE: April 25th, 1980

J. Leroy Bush
J. Leroy Bush
Registered Public Surveyor # 1828



THE STATE OF TEXAS 0
COUNTY OF TRAVIS 0

KNOW ALL MEN BY THESE PRESENTS:

That we, Earnest F. Gloyna and Davis Ford, doing business as Interregional Investments, a partnership, owners of the tracts shown hereon as Tract 12-A, containing 6 acres, and Tract 12-B, containing 19.31 acres of land, and being a portion of that certain 39.05 acres of land out of the Santiago Del Valle Grant conveyed to us by Deed recorded in Volume 4238, Page 809 of the Deed Records of Travis County, Texas, do hereby adopt this plat as our subdivision, to be known as BLUFF SPRINGS ESTATES, SECTION TWO, subject to any easements or restrictions heretofore granted, and being the same land as was vacated by instrument recorded in Volume 7041, Page 74 of the Deed Records of Travis County, Texas.

WITNESS OUR HANDS this the 6th day of May, A.D. 1980.

Earnest F. Gloyna
Earnest F. Gloyna
1317 River Road
Austin, Texas, 78703

Davis Ford
Davis Ford
704 Laurel Valley Road
Austin, Texas, 78746

THE STATE OF TEXAS 0
COUNTY OF TRAVIS 0

Before me, the undersigned authority, on this day personally appeared Ernest F. Gloyna and Davis Ford, doing business as Interregional Investments, a partnership, known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same as their act and deed for the purposes and consideration therein expressed.

[Signature]

Pg. 361

Commissioners Court of Travis County, Texas, it is understood that the building of all streets, roads and other public thoroughfares or in connection therewith shall be the responsibility of the owner and/or developer of the tract of land and said court assumes no obligation to build the streets, roads, or other public thoroughfares shown on this plat, or of roads or streets in this subdivision does not obligate the County to install street marking signs as this is considered to be Y I E L D signs, shall remain the responsibility of the county.

subdivision shall be occupied until connected to a public sewer system or to an individual sewage disposal system which has been approved by the County Health Department. This subdivision shall be occupied until connected to a potable water supply from an approved public water supply with adequate quantity restricted to single family residences only until a public sewer system is available. This subdivision shall not be accepted for development for septic tank use by the Austin-Travis County Health Department.

Date: 5-29-80

County Clerk, Travis County, Texas, do hereby certify that on the 4th day of August, A.D. 1980, this instrument was duly entered in the minutes of said court in Book 3, Page 427. WITNESS this the 4th day of August, A.D. 1980.

Susan Clark
Deputy **SUSAN CLARK**

Court, Travis County, Texas

4th day of August, A.D. 1980 at 3:35 o'clock P.M.

L. Hopshire
Court, Travis County, Texas

Linda Kleemeier
Deputy **LINDA KLEEMEIER**

Clerk of the County Court within and for the county and state aforesaid, do hereby certify that the foregoing instrument of writing was duly recorded on the 4th day of August, A.D. 1980 at 3:40 o'clock P.M. in the Plat Records of this County. WITNESS this the date last written above.

L. Hopshire
Court, Travis County, Texas

Linda Kleemeier
Deputy **LINDA KLEEMEIER**

This instrument is recorded in Volume 6958, Page 2075, of the Deed Records of Travis County, Texas.

The flood plain data is contained within the drainage easement as shown hereon. The 100-year flood plain data is in accordance to the City of Austin. The elevation for Lots 12-A and 12-B shall be at least 1.50 feet above the natural ground line at the edge of the drainage easement of the property.

(SHEET 2 OF 2)

er public thoroughfares delineated and shown on this plat and all bridges or culverts necessary to be constructed
r of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners
s plat, or of constructing any bridges or culverts in connection therewith. The acceptance for maintenance by
onsidered to be part of the developers construction; but that erecting signs for traffic control, such as for

stem which has been approved by the Austin-Travis County Health Department.

with adequate quantity for family use and operation of an approved septic tank system.

____, A.D. 1980, the Commissioners Court of Travis County, Texas, passed an order authorizing the filing of this plat

g instrument of writing was filed for record in this office on the 4th day of August A.D. 1980
n the Plat Records of said county in Book 79, Page 360-361

ance to the
rainage

EXHIBIT A

TOTAL VACATION OF BLUFF SPRINGS ESTATES SECTION TWO

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS, EARNEST F. GLOYNA AND DAVIS FORD, DOING BUSINESS AS INTERREGIONAL INVESTMENTS, A PARTNERSHIP, OWNERS OF THE TRACTS SHOWN HEREON AS TRACT 12-A, CONTAINING 6.73 ACRES, AND TRACT 12-B, CONTAINING 19.31 ACRES OF LAND, AND BEING A PORTION OF THAT CERTAIN 39.05 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT CONVEYED BY DEED RECORDED IN VOLUME 4238 PAGE 809 OF THE DEED RECORDS OF TRAVIS COUNTY did heretofore subdivide the same into the subdivision designated BLUFF SPRINGS ESTATES SECTION TWO, the plat of which is recorded in Book 79, Page 360-361 of the REAL PROPERTY RECORDS OF TRAVIS County, Texas Plat Records, and

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

<u>LOT</u>	<u>OWNER</u>
12-A	KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC
12-B	KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC

WHEREAS, KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC who collectively constitute the owners of all original, intact lots in BLUFF SPRINGS ESTATES SECTION TWO are desirous of ~~totally~~ vacating said subdivision plat so as to destroy the force and effect of the recording of such subdivision plat insofar and only insofar as the same pertains to Lot(s) 12-A AND 12-B.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

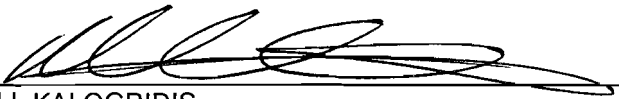
That KALOGRIDIS AND KALOGRIDIS DEVELOPMENT, LLC for and in consideration of the premises and pursuant to the provisions of Chapter 212.013 of the Local Government Code, does hereby vacate Lot(s) 12-A AND 12-B only. Said subdivision shall, however, remain in full force and effect as to all other lots in BLUFF SPRINGS ESTATES SECTION TWO.

EXECUTED THE DAYS HEREAFTER NOTED.

DATE

OWNER'S SIGNATURE

2-28-12



MITCHELL KALOGRIDIS

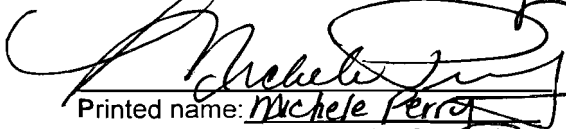
THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MITCHELL KALOGRIDIS known to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 28th DAY OF February, 2012.



SEAL




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

Approval of Total Plat Vacation


BE IT KNOWN, that on the 20 day of March, 2012, the Zoning and Platting Commission of the City of Austin, at its regular meeting, did approve the total vacation of the subdivision known as Bluff Springs Estates Section Two Final Plat, a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Austin, which is recorded in Volume 79 Page 360-361 of the Real Property Records of Travis County, Texas, upon application therefore by all of the owners of all of the lots in said subdivision.

EXECUTED, this 20 day of March, 2012



Betty Baker, Chair
Zoning and Platting Commission
City of Austin
Travis County, Texas

ATTEST:

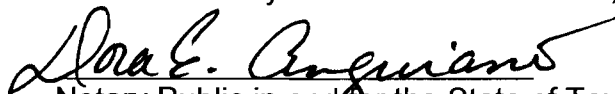


Gregory Bourgeois, Secretary
Zoning and Platting Commission
City of Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

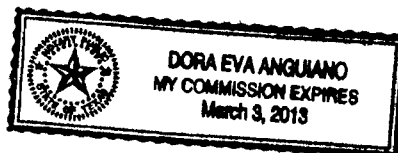
Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Betty Baker, known to me to be the person whose name is subscribed to in the foregoing instrument of writing as Chair of the Zoning and Platting Commission of the City of Austin, Texas, a municipal corporation, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 20 day of March, 2012.



Notary Public in and for the State of Texas

My Commission Expires: March 3, 2013



STATE OF TEXAS

COUNTY OF TRAVIS

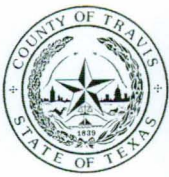
On _____, 20____, the Travis County Commissioners Court approved the total cancellation of the subdivision known as Bluff Springs Estates Section Two, as described above.

EXECUTED, this _____ day of _____, 20____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Michael Hettenhausen, Planner (854-7563)
Via interoffice mail



Travis County Commissioners Court Agenda Request

April 3

Meeting Date: ~~March 27~~, 2012

Prepared By: Gayla Dembkowski **Phone #:** 854-7642

Division Director/Manager: Randy Nicholson, Planning Manager

Department Head: *Carl B. Joseph Jr.*
Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on two street name assignments for private easements off Hamilton Pool Road to be known as "Imagine Way" and "Foxtrot Lane" in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Consider and take appropriate action on a proposed street name change for two private easements off Hamilton Pool Road to be known as "Imagine Way" and "Foxtrot Lane".

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 service 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 -

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has received a request to assign street names to two private easements off Hamilton Pool Road and to be known as "Imagine Way" and "Foxtrot Lane"; and

WHEREAS, the property owners sent a petition with eight out of nine signatures who approve of these street names; and

WHEREAS, a public hearing was held on March 27, 2012 pursuant to the street name assignments; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the easement be named as follows:

PRECINCT THREE:

UNNAMED PRIVATE EASEMENTS TO

"IMAGINE WAY"
"FOXTROT LANE"

PASSED AND ADOPTED THE _____ DAY OF _____, 2012.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

KAREN HUBER,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, MARCH 27, 2012 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR TWO STREET NAME ASSIGNMENTS.

THIS PRIVATE EASEMENTS ARE OFF OF HAMILTON POOL ROAD TO BE KNOWN AS "IMAGINE WAY" AND "FOXTROT LANE".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

DESTINY CV

DESTINY HILLS DR

Proposed
FOXTROT LANE

Proposed
IMAGINE WAY

HAMILTON POOL RD



February 15, 2012

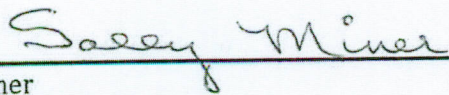
Dear Travis County,

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".

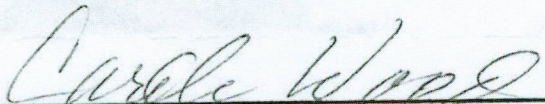
All owners of property fronting on these roads have signed this consent, and each has agreed by his or her signature to the names chosen. We understand that these names are currently available and in compliance with applicable regulations.

Should you have any questions or comments, please contact Desi or Lisa Rhoden at 512-402-1011.

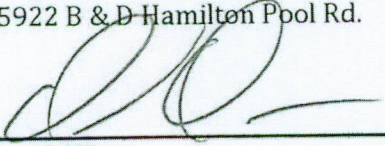
Thank you.



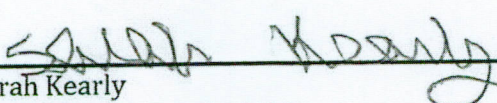
Sally Miner
15922 A Hamilton Pool Rd.



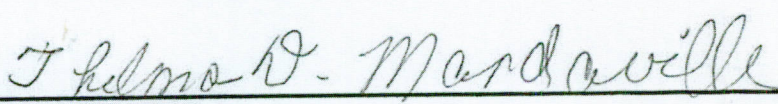
Larry or Carole Wood
15922 B & D Hamilton Pool Rd.



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

Meeting Date: April 3, 2012

Prepared By/Phone Number: Garry Brown 854-9333

Elected/Appointed Official/Dept. Head: Commissioner Karen Huber

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Veronica Frederick to the Emergency Services District #14 Board of Commissioners to serve immediately until December 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

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.

VERONICA J. FREDERICK

SUMMARY

Skilled Contracts Negotiator adept at strategic planning, tactical implementation, process improvement and relationship development. Self motivated, detail oriented individual with extensive experience in business improvement processes, supply chain and software lifecycle management. Excellent communication and analytical skills, keen business acumen, proven team leader and recognized software subject matter expert.

PROFESSIONAL EXPERIENCE

LOWER COLORADO RIVER AUTHORITY, AUSTIN, TX

Dec 2008 – Present

Sr. Category Manager, Supply Management

Negotiate and manage enterprise software licenses with IBM, Oracle, Novell and Microsoft. Identify vendors and negotiate agreements for proprietary software programs as needed for power generation, water billing, community services, e-sourcing and contracts management. Manage \$9M annual spend for internal use software. Implemented process improvements for reducing transactions and streamlining the procurement process for software.

CONVERGYS CORP., Round Rock, TX

March 2007 – Nov 2008

Sr. Manager, Sourcing and Supplier Management

Negotiated and managed software and services contracts with suppliers for human resource related software products. Maintained high visibility through frequent interaction and communication with business user groups. Facilitated and/or develop vendor proposals/quote requests. Managed two analysts responsible for supplier evaluation and contracts management.

SPHERION CORP., Austin, TX

July 2006 - Feb 2007

RFP Manager at Dell Inc.

Coordinate and draft input from multiple sources including Service Partners, internal SMEs, Sales and other sources into Dell Professional Services technology solutions for complex RFPs. Obtain governance review and pricing approval in deadline-driven environment.

AMERICAN POWER CONVERSION, Austin, TX

March 2006 – July 2006

Contracts Manager

Negotiate and manage hardware and software purchase contracts with Fortune 500 corporate customers. Draft language and obtain management, operations and legal approval.

DELL INC, Austin, TX

1991-2005

Global Commodity Manager (1997-2005)

Negotiated and managed a variety of supplier related agreements and programs. Define objectives and lead cross-functional teams including marketing, sales, engineering, factories, customer care, asset recovery, spare parts, legal and finance for multiple complex global programs, product launches and process improvements across all lines of business. Dedicated resource for software inquiries, audit preparation, program compliance and project development. Presented software strategy to and interfaced with all levels of management and proficient at succinctly articulating complex ideas.

- Managed world-wide Microsoft OEM software distribution licenses for Windows operating system with annual \$2B spend.

- Managed Marketing Development Program core team which secured \$300M in annual royalty savings.
- Developed a process to successfully offer and fulfill software upgrade programs which reduced costs from \$9M to \$2M.
- Participated in BPI team to develop and implement "Service COA" which avoided ~\$10M annual expenses

DellWare - Licensing Specialist (1995-1997)

Managed introduction and implementation of Microsoft Select 3.0 and 4.0 volume license programs in all Dell segments and US regions. Key liaison and educator for customers, sales and operations personnel. Traveled to Dell customers in support of account management objectives including renewals, forecasting and identifying appropriate commitments. Presented OS software options at multiple executive briefings

- Drove 60% increase in revenue by initiating and implementing multiple process tools to manage and monitor revenue for contract compliance.

Large Corporate Accounts - Sales Support Specialist (1991-1995)

Negotiated over 400 corporate volume purchase agreements with fortune 500 companies for annual revenue commitments in excess of \$800M. Prepared detailed responses to RFPs for computer equipment.

- Reduced contract cycle time 45% by streamlining contracting processes and procedures.
- Spearheaded campaign to link customer accounts for reporting revenue with 98% accuracy.

EDUCATION

BS, Business Management, *Park University*, Parkville, MO
AAS, Paralegal, *Central Texas College*, Killeen, TX

PROFESSIONAL DEVELOPMENT

- Project Management Professional (PMP), Certified through Project Management Institute (PMI) 2011
- Green Belt, Business Process Improvement Certification, 2003
- Annual Privacy, Intellectual Property and Trade Compliance Training



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 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 March 20, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

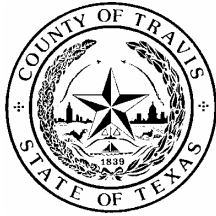
STAFF RECOMMENDATIONS:

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, March 20, 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 March 20, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate 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) (Action Item #3)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
 Anna Bowlin, Engineering Services Director, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
 Ronnie Gjemre, Travis County Resident
 Dr. John K. Kim, Travis County Resident

Special Item

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

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Transportation, Natural Resources and Facilities Dept. Items

- 3. Consider and take appropriate action on 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)

RESULT: ADDED TO CONSENT

- 4. Consider and take appropriate action on Amendment 2 to the Low-Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program.

RESULT: ADDED TO CONSENT

- 5. Consider and take appropriate action on the following requests in Precinct Two:
 - a. Accept and improve 950 feet of Michael's Cove in River Cove subdivision; and
 - b. License agreement with River Cove Home Owners Association for landscape improvements. (Commissioner Eckhardt)

RESULT: POSTPONED Reset for: 3/27/2012

- 6. Consider and take appropriate action on authorization to utilize funding from existing certificates of obligation for use in the current Fiscal Year 2011 HMA Program to resurface Cameron Road in Precinct One. (Commissioner Davis)

Members of the Court heard from:
Don Ward, Manager, Road and Bridge Division, TNR
Steve Manilla, County Executive, TNR

MOTION: Approve Item 6.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber
ABSENT: Margaret J. Gómez

- 7. Consider and take appropriate action on proposed new exterior signage for 700 Lavaca building.

Judge Biscoe announced that Item 7 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve the recommended signage and inform Rick Holms, Owner, Austin Suites Management, Ltd of the Court's decision, and repost the item Tuesday, March 27, 2012.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

8. Consider and take appropriate action on request to renew the lease with Texas RioGrande Legal Aid, Inc. for lease space at 4920 North IH-35. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

Planning and Budget Dept. Items

9. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: **ADDED TO CONSENT**

10. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
 - a. Application to the Office of the Governor, Criminal Justice Division, for an Electronic Disposition Reporting Grant with the District Clerk's Office. A new grant that provides funds to assist with gathering disposition data on felony cases;
 - b. Application to the Texas Department of Public Safety, Division of Emergency Management, for a Wildfire Mitigation Grant with Transportation and Natural Resources Department; a new grant program that provides funds to remove potential fuel for fires on County-owned land;
 - c. Application to the United States Department of Health and Human Services for Travis County to approve adding unspent Fiscal Year 2011 funding to the existing Fiscal Year 2012 Parenting in Recovery Project with Travis County Health and Human Services and Veterans Service serving as the regional partnership project lead;
 - d. Application to the Office of the Governor, Criminal Justice Division, to continue the Leadership Academy Dual Diagnosis Unit within the Residential Substance Abuse Treatment Program in the Juvenile Probation Department for Fiscal Year 2013;
 - e. Contract amendment with Texas Commission on Environmental Quality for the Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Replacement Program with the Transportation and Natural Resources Department which implements clean air strategies to improve air quality in Travis County; the amendment continues the current grant for Fiscal Years 2012 and 2013; and
 - f. Permission to continue the Casey Family Programs Community and Family Reintegration Project in Health and Human Services and Veterans Service until the forthcoming Fiscal Year 2012 agreement is fully executed.

RESULT: **ADDED TO CONSENT**

11. Consider and take appropriate action on adoption of an order authorizing publication of notice of intent to issue certificates of obligations.

Members of the Court heard from:

Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO)
Glen Opel, Bond Counsel, Vinson and Elkins
Ronnie Gjemre, Travis County Resident

MOTION: Approve Item 11.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

12. Consider and take appropriate action on method of sale of Travis County's 2012 debt issuance.

Members of the Court heard from:
Ladd Pattillo, Travis County Financial Advisor

MOTION: Indicate Travis County's intention to use the competitive bid process for the issuance of this debt.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez

ABSENT: Sarah Eckhardt

Administrative Operations Items

13. 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 \$1,251,959.32 for the period of March 2 to March 8, 2012.

RESULT: **ADDED TO CONSENT**

14. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: **ADDED TO CONSENT**

15. Consider and take appropriate action regarding outstanding issues from compensation policy report and general schedule for follow-up action.

Members of the Court heard from:
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)

RESULT: **POSTPONED**

Reset for: 3/27/2012

Justice and Public Safety Items

16. Consider and take appropriate action regarding the following fee changes and information letter for the Travis County Medical Examiner's Office:

- a. Increase in autopsy fees;
- b. Revised fee schedule; and
- c. Informational letter to counties that contract with Travis County for autopsy services.

Clerk's Note: The Court discussed adding a sentence to the letter in Item 16.c explaining that the increase in fees is to reimburse the County for the cost of an autopsy.

Members of the Court heard from:
Danny Hobby, County Executive, Travis County Emergency Services
Dr. David Dolinak, Travis County Medical Examiner

MOTION: Approve Items 16.a–c, including adding the revised language to the letter.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

17. Approve Modification No. 2 to Contract No. 11K00279JE, J.D. Ramming Paving, Ltd., for Fiscal Year 2011 HMA overlay program.

RESULT: **ADDED TO CONSENT**

18. a. Approve procurement card policies and procedures for use by the Travis County Sheriff's Office command staff; and
b. Approve revised procurement card policies and procedures for use by the Travis County Sheriff's Office extradition staff.

RESULT: **ADDED TO CONSENT**

19. Approve Modification No. 10 to Contract No. 10K00250LP, STR Constructors, for Milton Reimers Ranch Park.

RESULT: **ADDED TO CONSENT**

20. Approve Modification No. 5, an Assignment of Contract No. 10T00154JW, from Go Green Squads to Go Green Squads, LLC.

RESULT: **ADDED TO CONSENT**

21. Approve sole source exemption and contract award with LexisNexis for online research services.

RESULT: **ADDED TO CONSENT**

22. Approve contract award for long term care insurance for Travis County employees, retirees, dependents and eligible family members, RFP No. P110080-OJ, to the sole bidder, UNUM Life Insurance Company of America.

Members of the Court heard from:
Barbara Wilson, Assistant County Attorney

MOTION: Approve Item 12.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

23. Approve Modification No. 6 to Contract No. PS090255LC, Labyrinth Solutions, Inc. (LSI), for BEFIT implementation services.

RESULT: **ADDED TO CONSENT**

Other Items

- 24. Consider and take appropriate action regarding selection of furniture for Commissioners Courtroom at 700 Lavaca, Austin.

Members of the Court heard from:

Cheryl Aker, Executive Assistant, County Judge's Office

MOTION: Select chair No. 4 as the Court's preference.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 25. Receive update on issues related to a proposed pilot program with Parking Mobility and take appropriate action. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
 Craig Spradling, Chief Technical Officer and Co-Founder, Parking Mobility
 Mike Marsh, Executive Director, Texas Association for Centers for Independent Living
 Bruce Elfant, Constable, Precinct Five
 Joanne Robeson, Austin League of Women Voters
 David Lampl, Project Manager III, Information Technology Services (ITS)
 Barbara Wilson, Assistant County Attorney
 John Hille, Assistant County Attorney

MOTION: Direct Staff to find a scope of services for the pilot project for six months at \$50,000.00 or less.
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge

FRIENDLY AMENDMENT: Work with the City of Austin and take action consistent with their plans, and have one system in place, if possible. If the scope of work stays under the set limit, tailor the project to the specific vendor but if the scope goes over that limit, then develop a generic scope of service, and direct Staff to bring a draft outline and proposed scope of service to the Court on Tuesday April 3, 2012.

MOVER: Samuel T. Biscoe, Judge
RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [3 TO 2]**
AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
NAYS: Sarah Eckhardt, Karen L. Huber

- 26. Consider and take appropriate action on reappointment of Lynn Perkins to serve on the Board of Children's Protective Services, effective immediately through February 2015. (Commissioner Gómez)

RESULT: **ADDED TO CONSENT**

27. Consider and take appropriate action on the appointment of Russell Munsch to the Emergency Services District No. 8 Board of Commissioners, effective immediately through December 31, 2013. (Commissioner Huber)

RESULT: ADDED TO CONSENT

28. Consider and take appropriate action on the reappointment of Sharon Seligman to the Emergency Services District No. 8 Board of Commissioners, effective immediately through December 31, 2013. (Commissioner Huber)

RESULT: ADDED TO CONSENT

29. Consider and take appropriate action on recommendation to transfer the Facilities Department to the County Executive of Planning and Budget.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS
Steve Manilla, County Executive, TNR
Cyd Grimes, Travis County Purchasing Agent

MOTION: Transfer Facilities Management to Leslie Browder, County Executive, Planning and Budget Office (PBO).

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

FRIENDLY

AMENDMENT: Give full authority to Leslie Browder, County Executive, PBO, in the management of Facilities Management.

MOVER: Karen Huber, Commissioner

RESULT: **FRIENDLY AMENDMENT ACCEPTED**

Clerk's Note: Commissioner Huber withdrew the Friendly Amendment

Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [4 TO 1]**

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

NAYS: Karen L. Huber

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

30. Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Armando De Lara. ¹

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Accept the offer to settle for the amount of \$2,073.25.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

31. Consider and take appropriate action on acquisition of a conservation easement in the Wilbarger Creek Watershed.^{1 and 2}

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. 551.072, Real Property.

MOTION: Direct Staff to proceed with the arrangement for four public access visits per year in perpetuity, and repost this item for Tuesday, March 27, 2012.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

32. Consider and take appropriate action regarding performance of and compensation and future assignments for Leroy Nellis, current Budget Director/Former Interim County Executive of Planning and Budget.³

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Approve the proposed assignments for Leroy Nellis, Budget Director, PBO, that the County Judge meet with Mr. Nellis to put these assignments in writing and circulate between the members of the Court, and repost this item for action Tuesday, March 27, 2012.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

33. Consider and take appropriate action regarding proposal for real estate and downtown office building from D2000, a turn key development company.^{1 and 2}

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Members of the Court heard from:

John Hille, Assistant County Attorney
Jerry Reed, Jerry Reed Development 2000, Inc.

MOTION: Support the purchase of the property in question for the sum of \$7.25M, but that closing will take place after zoning issues have been addressed.
RESULT: **APPROVED [3 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
NAYS: Sarah Eckhardt, Karen L. Huber

- 34. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas Legislature. ¹

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED **Reset for: 3/27/2012**

- 35. Consider and take appropriate action concerning the offer to settle disputes with Wattinger/Kemnitz, Inc. DBA W/K Mechanical and Carrier Corporation concerning the malfunctioning 30 ton chiller at the Gault building. ¹

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
John Hille, Assistant County Attorney

MOTION: That Travis County agrees to pay \$10,366.00, that the other parties to this transaction, specifically Wattinger and Carrier, chip in appropriate amounts, and that the \$10.366.00 will get Travis County a new chiller and the old chiller removed from the Gault building. If the settlement agreement is consistent with those terms, that the County Judge be authorized to sign on behalf of the Commissioners Court; otherwise, the item will be reposted on the Court's Agenda for further action.

RESULT: APPROVED [UNANIMOUS]
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Consent Items

Members of the Court heard from:
Steve Manilla, County Executive, TNR
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 2, 3, 4, 8, 9, 10.a–f, 13, 14, 17, 18.a–b, 19, 20, 21, 23, 26, 27, 28, and A1.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Approve the Commissioners Court Minutes for the Voting Session of March 6, 2012.

Added Items

- A1. Receive revenue and expenditure reports for the month of January 2012

RESULT: ADDED TO CONSENT

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 4/3/12

Prepared By/Phone Number: David Greear, P.E., 854-7650

Division Director/Manager: Donald W. Ward, P.E., Division Director, Road Maintenance and Fleet Services

Department Head: *Carol B. Gomez for* Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Approve the setting of a public hearing on April 17, 2012 regarding a request to close Mc Angus Road approximately one mile south of Elroy Road for culvert improvements beginning April 25, 2012 through May 25, 2012 or until construction is completed in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Road Maintenance has started drainage improvements in preparations for reconstructing Mc Angus Road. Engineering has identified an opportunity to improve drainage in the area by increasing the size and number of existing cross culverts under Mc Angus Road. In order to replace the existing drainage structures. The roadway will have to be closed for approximately one month. This will allow for removal of the existing structure and construction of improved structures. All local traffic will still have access during construction.

STAFF RECOMMENDATIONS:

Staff recommends that Mc Angus Road approximately one mile south of Elroy Road be closed to through traffic from April 25, 2012 through May 25, 2012 or until construction is completed.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

This closure will require some work by Travis County road maintenance crews to post public notices and detour signage.

REQUIRED AUTHORIZATIONS:

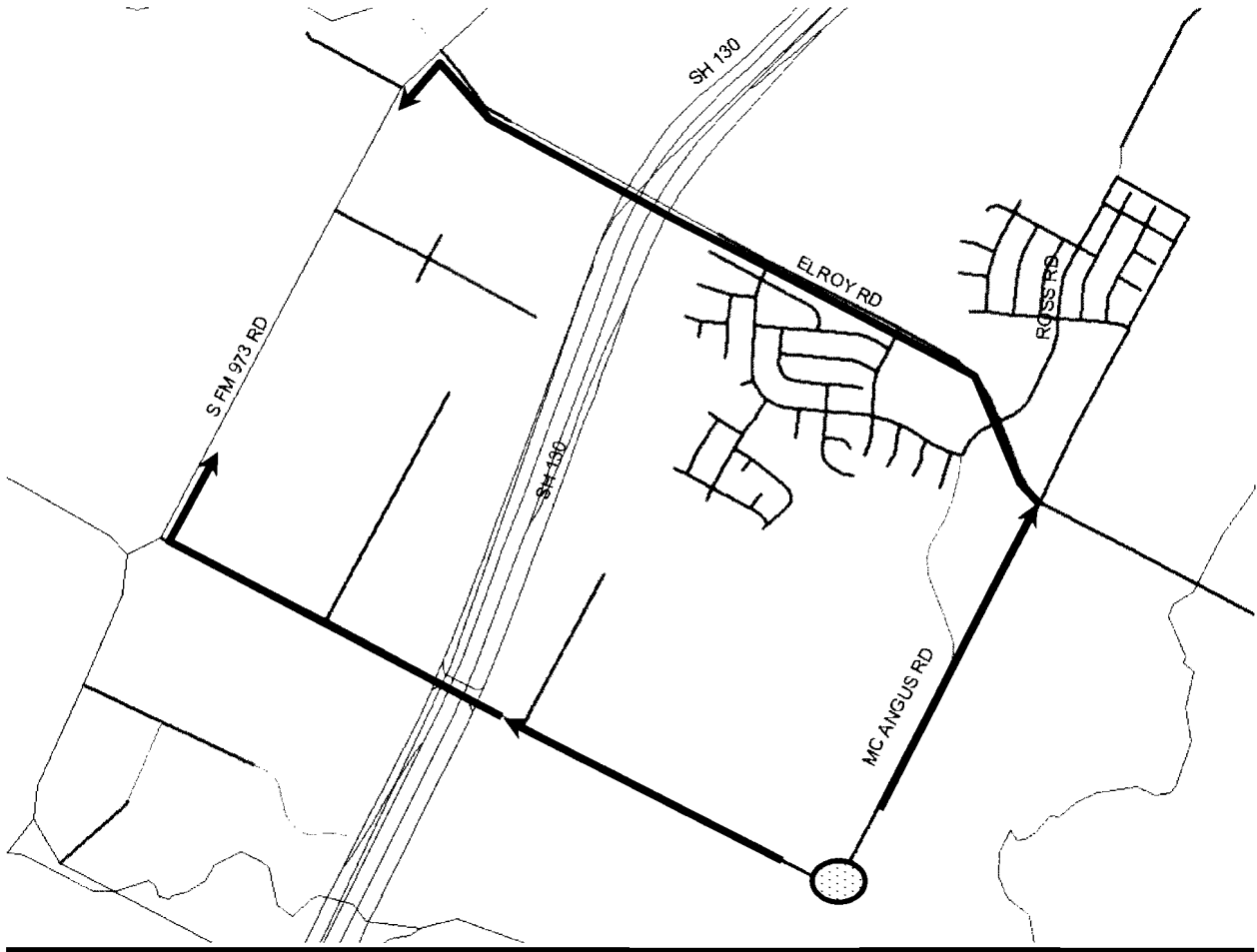
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429


CC:


Don Ward, TNR	854-9317	Stephanie Jensen COA Public Safety GIS,	974-6446
David Greear, TNR	854-7650	TCSO Dispatch	974-0845
Steve Schiewe, TNR	854-7580	ESD #11	243-3477
Howard Herrin, TNR	266-3314	Del Valle ISD, Busing	386-3150

DG:DG:dg
0801 - NREQ - 1101

Detour Map for McAngus Closure



Closure Area 

Detour route 



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, April 24, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate a ten foot wide section of a 25' wide drainage easement located along the east lot line of Lot 5, Block H, of Long Canyon II-A, a subdivision in Travis County in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

On December 18, 2007 Travis County Commissioners Court had a hearing for a request to vacate a ten foot wide section of a 25' wide drainage easement located along the east lot line of Lot 5, Block H, of Long Canyon II-A. During this hearing representatives of the neighborhood's Homeowner's Association (HOA) brought up questions and concerns/issues they had.

After hearing comments from both sides, the court postponed the action to January 8, 2008 and asked that the owner and the HOA to meet outside of court to discuss the HOA's concerns/issues. However, staff was later asked by the constituent to postpone the item again until further notice.

After 4-plus years staff has been notified that the concerns/issues have been addressed and resolved. The HOA has stated in writing they are no longer opposed to this vacation request. However, with it being 4-plus years since the original hearing staff feels a new hearing should be set with a public notice period. The original agenda packet and addendum are included in the backup material.

After further review of the original submitted request, along with the newly submitted documents, Travis County staff has no objections with moving forward with this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

With the installation of the new 18" storm sewer pipe to convey the runoff from Alasan Cove across Lot 5, Travis County now has no need for the 10' portion of the 25' wide easement being vacated. Travis County has relied on Martha Mangum's opinion as a professional engineer in regards to this vacation. Travis County has also relied on her opinion that the newly installed 18" storm sewer pipe will adequately convey the runoff from Alasan Cove, without having any adverse impacts to surrounding properties.

In the request letter, it is stated, "The existing 25' drainage easement extends more than half of the frontage of this lot, leaving a very small length of lot frontage to construct a driveway entrance. The property is also very steep with limited area to construct a building foundation." This vacation will allow more room for construction of the proposed home.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request/Engineer's Letter
HOA Letter
Original 2007 Backup Memo
Addendum to 2007 Backup Memo
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Long Canyon II-A

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner’s agent requests the vacation of a 10’ wide portion of a 25’ x 150’ drainage easement located along the east lot line of Lot 5, Block H, of Long Canyon II-A as recorded in Volume 84, Page 135B, of the Plat Records of Travis County, Texas, in order to accommodate the construction of a proposed home; and

WHEREAS, a Professional Engineer has stated, with the installation of the new drainage pipe, this vacation will have no adverse impact on the drainage system; and

WHEREAS, a Travis County Engineer has stated that, with the installation of the new drainage pipe, there is no objection to vacating this 10’ portion of the 25’ drainage easement as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of a 10’ portion of the 25’ drainage easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on April 24, 2012 to consider the proposed action; and

NOW, THEREFORE, the Commissioners Court of Travis County, Texas, orders that the 10’ portion of the 25’ wide drainage easement located along the east lot line of Lot 5, Block H, of Long Canyon II-A, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

3DS
MULTIDIMENSIONAL SERVICES
SHIPPING ADDRESS:
13100 W HWY 29
101 Jonathan Drive Suite 3
Liberty Hill, Texas 78642

3DS, Inc.
Land Surveyors

G.P.S. Services
Subdivisions • Topographic
Construction • Commercial • Boundaries

MAILING ADDRESS:
P.O Box 850
Liberty Hill, Texas 78642

(512) 515-5888
Fax (512) 515-5878
www.3DSinc.com

METES AND BOUNDS DESCRIPTION

BEING 0.35 ACRES OF LAND OUT OF AND A PORTION OF THAT CERTAIN 150' X 25' DRAINAGE EASEMENT AS SHOWN ON LOT 5 BLOCK "H" OF LONG CANYON II-A, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 84, PAGE 135C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.35 ACRES TO BE VACATED AND DESCRIBED AS METES AND BOUNDS AS FOLLOWS;

COMMENCING at an iron rod found at the Southeast corner of the said lot 5 block "h", point being the Southwestern corner of that certain lot 4 block "h" of Long Canyon II-A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in book 84, page 135c, plat records of Travis County, Texas, point being on the ROW of Alason Cove, point being the **POINT-OF-COMMENCEMENT** of the herein described tract of land;

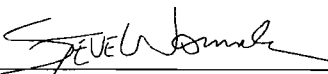
Thence N89°16'27"W following a curve to the left having a radius of 50.00 feet, a delta of 17°20'11" and a chord distance of 15.07 feet to a calculated point, point being the **POINT-OF-BEGINNING** of the said 0.35 acre remainder of the said 150' x 25' drainage easement;

Thence N89°16'27"W following a curve to the left having a radius of 50.00 feet, a delta of 12°21'42" and a chord distance of 10.77 feet to a calculated point for the most Southwestern corner of the said 0.34 acre tract of land;

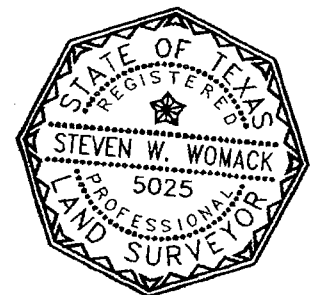
Thence traversing over and across the said lot 5 block "h" the following two (2) courses and distances;

1. N22°05'45"E for a distance of 155.63 feet to a calculated point for the Northwestern corner of the said 0.35 acres;
2. S67°54'15"E for a distance of 10.00 feet to a calculated point for the Northeastern corner of the said 0.35 acre tract of land;

Thence S22°05'45"W for a distance of 151.72 feet to the **POINT-OF-BEGINNING** containing 0.35 acres of land more or less.

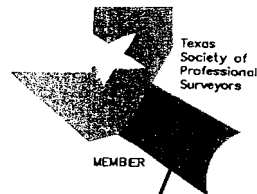
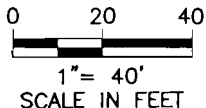

Steven W. Womack
Registered Professional Surveyor
No. 5025, State of Texas

11-7-2007
Date



SURVEY SKETCH

LOT 5, BLOCK H, LONG CANYON II-A, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 84, PAGE 135C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS

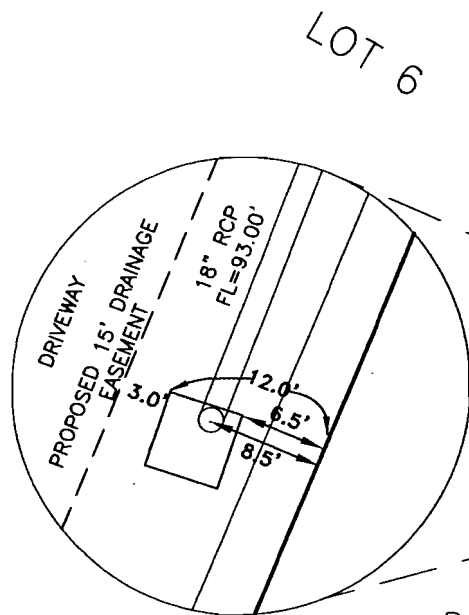


- LEGEND**
- IRON ROD FOUND
 - IRON ROD SET
 - * COTTON SPINDLE FOUND
 - △ CALCULATED POINT

DATE: 11-7-2007
 DRAWN BY: CORY
 FILE NAME: 07-157

PROJ. NO. : 07-157

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THERE MAY BE ADDITIONAL EASEMENTS, SETBACKS, ETC. THAT AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON



LOT 6

LOT 5
 BLK "H"

ROCK GABIAN AREA

EXISTING 150'X25' D.E. (PLAT)

PROPOSED 150'X15' D.E.

S 19°12'26" E
 689.08'

N 22°05'45" E
 155.63'

S 67°54'15" E
 10.00'

N 22°05'45" E
 427.50'

LOT 4

R=50.00'
 D=17°20'11"
 T=7.62'
 L=15.13'
 C BRG=N 74°25'31" W
 C LEN=15.07'

POB
 R=50.00'
 D=12°21'42"
 T=5.41'
 L=10.79'

R=50.00'
 D=58°31'01"
 T=28.01'
 L=51.07'
 C BRG=N 84°59'04" E
 C LEN=48.87'

ALASAN COVE
 (64' R.O.W.)
 C BRG=N 89°16'27" W
 C LEN=10.77'

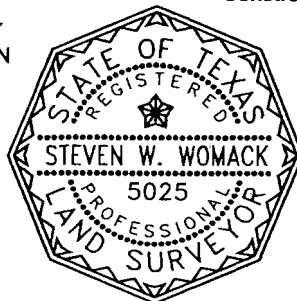
NO EAVES OR OVERHANGS ARE SHOWN HEREON

NO ORIGINAL SUBDIVISION BOUNDARY WORK WAS PERFORMED DURING THE PROCESS OF THIS SURVEY

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 3, CONDITION II, STANDARD SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN TEXAS, DATED OCTOBER 20, 2000.

3DS
 Land Surveyors
 G.P.S. Services
 Subdivisions • Topographic
 Construction • Commercial • Boundaries

P.O. BOX 850
 LIBERTY HILL, TX 78642
 PH: (512) 515-5888
 FAX: (512) 515-5878



3DS

Three Dimensional Services

Steven W. Womack
 STEVE W. WOMACK
 REGISTERED PROFESSIONAL SURVEYOR
 NO. 5025, STATE OF TEXAS

11-7-07
 DATE

MFH Engineering
5807 Highland Pass
Austin, TX 78731

Tel: 512-477-3713
Fax: 512-320-8125
mhart7@austin.rr.com

November 7, 2007

Ms. Stacy Scheffel
Tarvis County
Transportation and Natural Resources
411 West 13th Street
Austin, Texas 78701

Re: **Lot 5, Block H, Long Canyon II-A**
6504 Alasan Cove
Partial Easement Vacation Request

Dear Ms. Scheffel:

As a representative of the property owner, Mr. Andy Allen, we are formally requesting a partial vacation of the existing drainage easement located on Lot 5, Block H, Long Canyon II-A, as recorded in Vol. 84, Page 135B of the Travis County Plat Records. The proposed property is an existing single family lot located at the end of Alasan Cove in Travis County, Texas. A 25 foot wide, 150 foot long drainage easement was dedicated by plat and exists along the east lot line. Please see the attached final plat.

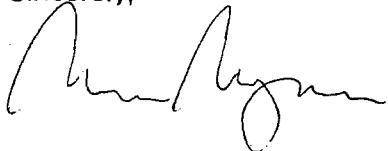
Drainage improvements were approved by Travis County in May 2006 to remove the existing 25' wide concrete pad and replace it with an 18" RCP. Please see the attached Drainage Plans and Calculations. The 18" stormsewer pipe is now in place and adequately conveying the runoff from the street and across Lot 5, as depicted in the construction plans.

We are requesting the drainage easement be partially vacated, to revise the width from 25' to a standard 15' drainage easement. A 15' drainage easement allows adequate room for any required maintenance or access to the 18" RCP.

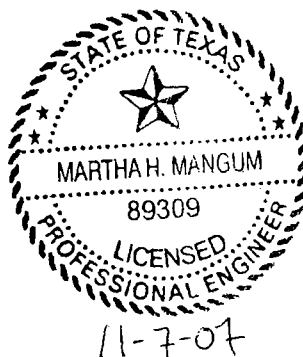
The existing drainage easement extends more than half of the frontage of this lot, leaving a very small length of lot frontage to construct a driveway entrance. The property is also very steep with limited area to construct a building foundation. Because of these significant drawbacks for the proposed lot, the owner has requested the drainage easement be partially vacated, from 25' to a width of 15', to allow more room for construction of a single family home.

Please review the attached exhibits. If you should need any additional information, please don't hesitate to call. Your expeditious review of this application is appreciated. If you have any questions regarding this submittal, please call.

Sincerely,



Martha H. Mangum, P.E.



cc: Mr. Andy Allen – Keller Williams

**LONG CANYON PHASE II & III HOMEOWNERS ASSOCIATION, INC.
P.O. Box 29701
AUSTIN, TEXAS 78755-6701**

January 31, 2012

Mr. Paul Scoggins
Travis County Development Services
411 West 13th Street
Austin, TX 78701

[delivered via email]

Re: 6504 Alasan Cove, Partial Drainage Easement Vacation

Dear Mr. Scoggins:

Long Canyon Phase II & III Homeowners Association, Inc. (HOA) has formalized and executed an agreement with the owners of the subject property, with pertinent documents filed with Travis County Official Public Records (2011160543, 2011160544, 2011160545 and 2011160546). Copies of these documents have been separately forwarded to you.

The HOA no longer opposes the partial vacation of the drainage easement for the subject property.

If there are any questions, please contact me.

Sincerely,



Denny Hamill
President

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 11/27/07

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on December 18, 2007 to receive comments regarding a request to authorize the filing of an instrument to vacate 10' of a 25' wide drainage easement located along the east lot line of Lot 5, Block H, of Long Canyon II-A – a subdivision in Travis County in Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached*: Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No _____ Please list those contacted and their phone number

John Hille - 854-9415	Austin American-Statesman
<i>AD</i> Anna Bowlin - 854-9383	Joe Arriaga - 854-9383
Don Grigsby - 854-9383	

III. PERSONNEL

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

IV. BUDGET REQUESTS

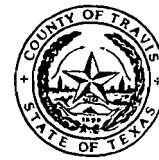
If your request involves any of the following please check appropriately:

- ____ Additional funding for your department
- ____ Transfer of funds within your department budget
- ____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: November 16, 2007

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *MB* Anna Bowlin, Program Manager – Development Services

SUBJECT: Approve setting a Public Hearing on December 18, 2007 to receive comments regarding a request to authorize the filing of an instrument to vacate 10' of a 25' wide drainage easement located along the east lot line of Lot 5, Block H, of Long Canyon II-A – a subdivision in Travis County in Precinct 3.

Summary and Staff Recommendation:

TNR has received a request from the property owner's agent requesting to vacate 10' of a 25' wide drainage easement located on Lot 5, Block H, of Long Canyon II-A. This 25' wide by 150' long drainage easement is located along the east lot line of Lot 5. Lot 5 fronts on Alasan Cove, a street currently maintained by Travis County. The property owner is requesting this vacation in order to accommodate the proposed construction of a new home and driveway.

In the request letter, it is stated, "The existing 25' drainage easement extends more than half of the frontage of this lot, leaving a very small length of lot frontage to construct a driveway entrance. The property is also very steep with limited area to construct a building foundation." This vacation will allow more room for construction of the proposed home.

To allow this vacation, Travis County issued permit #06-2273 to allow the property owner to remove the existing 25' wide concrete pad, which is what was being used to convey the drainage, and replace it with an 18" RCP. With this 18" RCP, a concrete sump (with grate) was installed at the top of the easement to convey the drainage from Alasan Cove into the 18" RCP. The pipe extends approximately 137' and stops towards the end of the 150' long easement. At that point, a 10' x 15' rock pad was installed to dissipate the runoff and to restore the flow to existing conditions.

Professional Engineer, Martha H. Mangum, has stated "The 18" storm sewer pipe is now in place and is adequately conveying the runoff from the street and across Lot 5..." She further states "We are requesting the drainage easement be partially vacated, to revise the width from 25' to a standard 15' drainage easement. A 15' drainage easement allows adequate room for any required maintenance or access to the 18" RCP."

Page 2

November 16, 2007

Travis County Engineer, Don Grigsby, has stated he has no objections to this vacation. TNR recommends the vacation of the 10' wide portion of the easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

With the installation of the new 18" storm sewer pipe to convey the runoff from Alasan Cove across Lot 5, Travis County now has no need for the 10' portion of the 25' wide easement being vacated. Travis County has relied on Martha Mangum's professional opinion as a Professional Engineer in regards to this vacation. Travis County has also relied on her opinion that the newly installed 18" storm sewer pipe will adequately convey the runoff from Alasan Cove, without having any adverse impacts to surrounding properties.

Required Authorizations:

None.

Exhibits:

Order of Vacation

Letter of Request/Engineer's letter (1)

Field Notes and Sketch

Location Maps (3)

PS:AB:ps

1105 Alasan Cove



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AGENDA – DECEMBER 18, 2007

ADDENDUM TO BACKUP MEMO FOR A PUBLIC HEARING IN REGARDS TO THE VACATION OF 10' OF A 25' WIDE x 150' LONG DRAINAGE EASEMENT

DATE: December 11, 2007

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: ~~NB~~ Anna Bowlin, Program Director - Development Services

SUBJECT: Vacating a 10' wide x 150' long portion of a 25' wide x 150' long drainage easement located along the east lot line of Lot 5, Block H, of Long Canyon II-A – Travis County, Precinct 3.

Issues and Opportunities:

Mr. Bob Kirkpatrick, a representative of the Long Canyon Home Owners Association (HOA) and a member of the HOA's Architectural Control Committee, contacted TNR with questions regarding the proposed vacation. TNR staff explained that the owner of the lot was permitted (#06-2273) to install and 18" drainage pipe that replaced the concrete slab that was being used to convey runoff in this area. Additionally, it was explained that with the new drainage pipe in place, along with a sealed letter from an independent Professional Engineer, Travis County felt the drainage easement vacation could be done as requested.

Mr. Kirkpatrick also discussed his concerns regarding the lot owner's compliance with the subdivision's Restrictive Covenants. According to Mr. Kirkpatrick, a lot owner in this subdivision must have their improvement plans reviewed and approved by the HOA before starting construction. Mr. Kirkpatrick feels that the HOA has not been kept completely involved with the improvements of the subject lot and would like the opportunity to meet with the lot owner on this matter. According to the lot owner, a meeting has been set for the morning of Thursday, December 13, 2007. The lot owner and/or the HOA will contact TNR with the results of this meeting the same day.

December 11, 2007

Page 2

As to County permitting, Basic Development Permit #07-1876 was issued June 6, 2007 for a Single Family Resident along with Driveway Permit #07-1877 on June 1, 2007. The drainage improvements were permitted through Permit #06-2273 on May 30, 2006. If this portion of the drainage easement were not vacated as requested, a portion of the house, as it stands now, would be constructed in the easement.

Required Authorizations:

NO ADDITIONS OR REVISIONS

Exhibits:

Location Maps

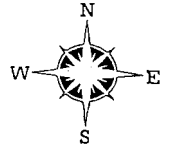
PS:AB:ps

1105 Long Canyon II-A
Alasan Cove – DE Vacation

07-DE-04

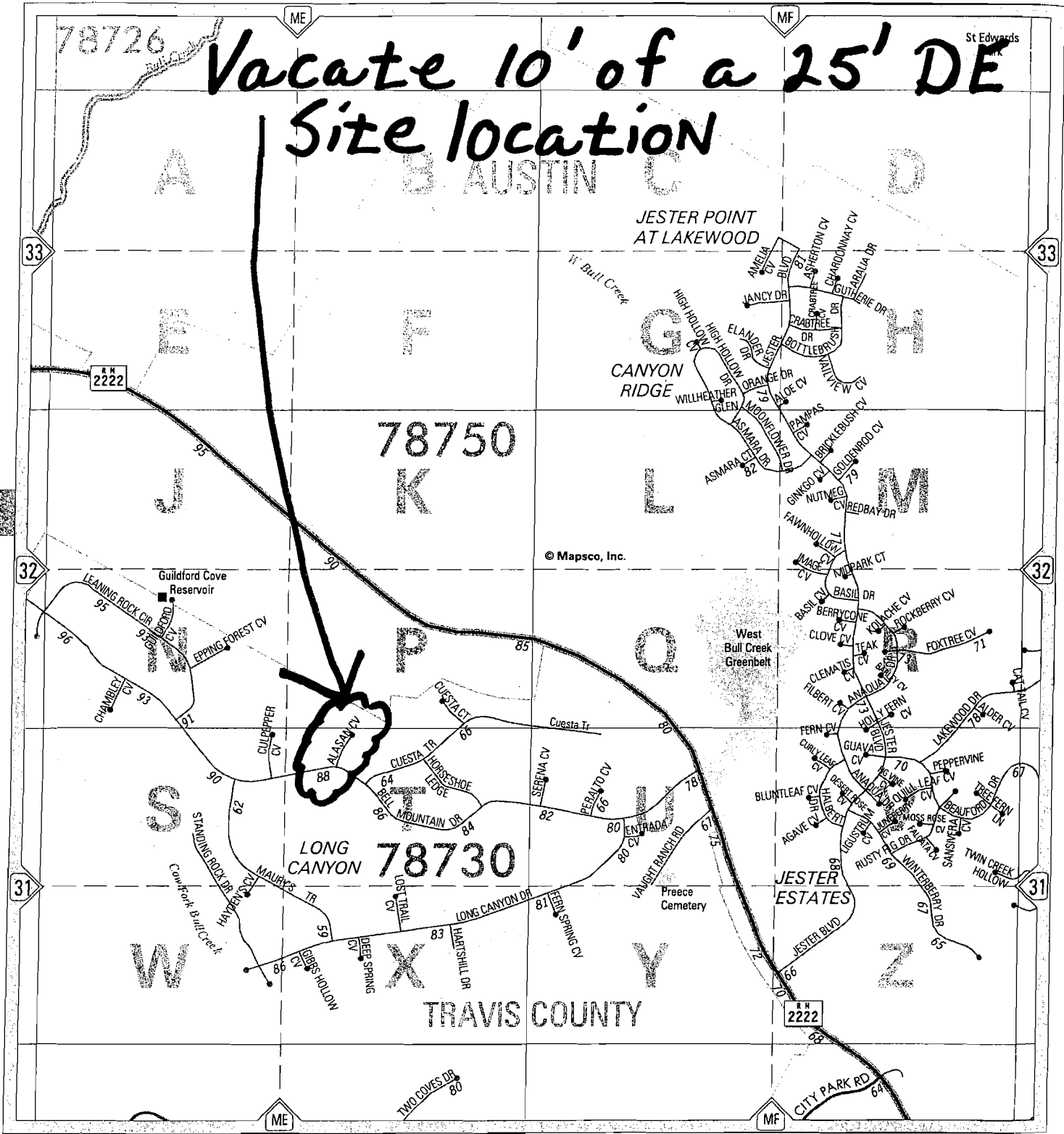
Long Canyon II-A, Lot 5, Blk H

493



CONTINUED ON MAP 463

Vacate 10' of a 25' DE Site location

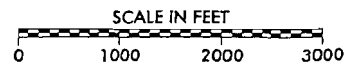
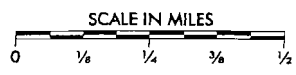


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CONTINUED ON MAP 492

CONTINUED ON MAP 523

CONTINUED ON MAP 494

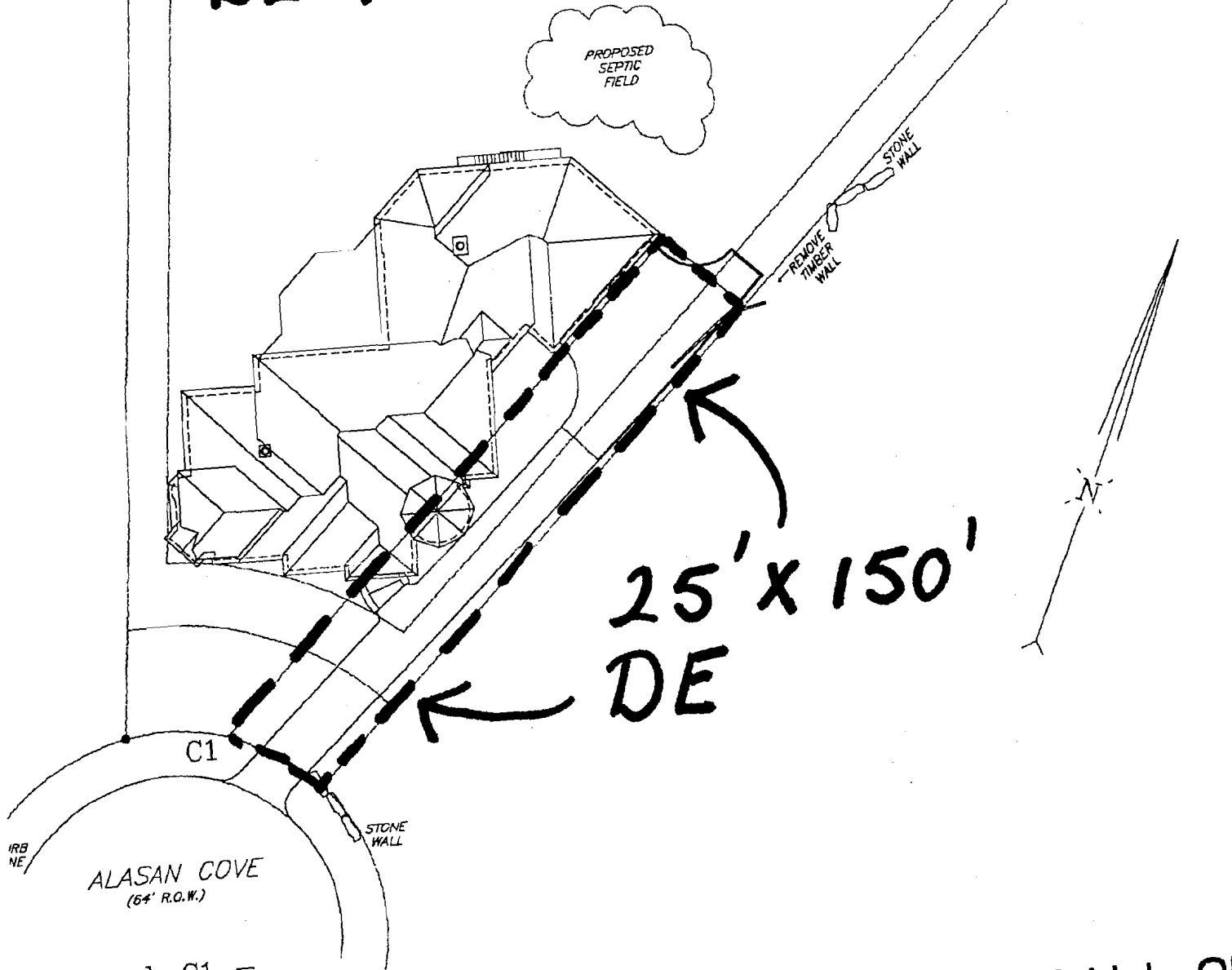


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Long Canyon II-A, Lot 5,

BIK H -

10' portion of 25' DE vacation (West 10')



cord-C1 =
 = 51.07' R= 50.00'
 S 84° 59' 04" W 48.87'

OVERALL SITE

SCALE: 1" = 40'-0"
 (1" = 80'-0" @ 11" x

STA. 2+39.09 END 18" S.S.L.
5.0'x5.0' CONCRETE SUMP AT 18"
STORMSEWER INLET.
18" FL=932.0 (3.0' BELOW EXISTING
GROUND ELEVATION AT PROPERTY LINE
MINIMUM COVER 1.5' AT STORMSEWER INLET.
GRATE REQUIRED OVER PIPE INLET. SEE
TXDOT DETAIL FOR REFERENCE.

TIME OF
CONCENTRATION

STA. 1+00.00 BEGIN 18" S.S.L.
PROPOSED 10'x15' PLACED
ROCK PAD. MINIMUM DEPTH 18"

25.0' DRAINAGE
EASEMENT

925

930

935

950

Alasan

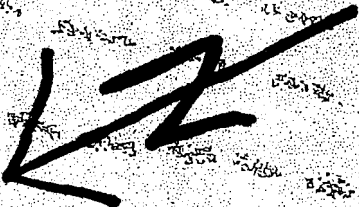
10' wide portion
located on this side

±139' LF 18"
STORMSEWER
@ 4.4% SLOPE

LIMITS OF
CONSTRUCTION

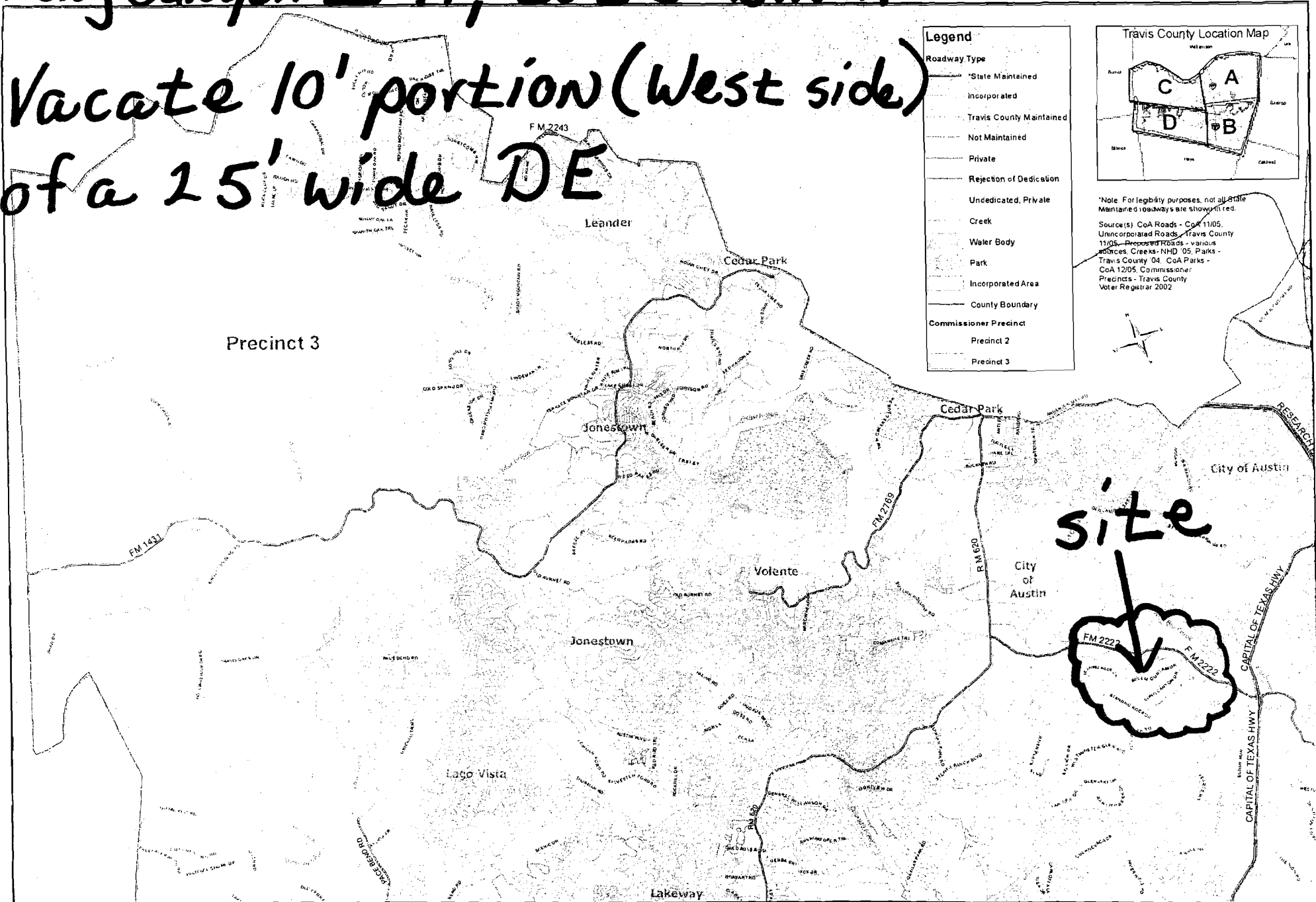
6504 ALASAN COVE
LOT 5, BLOCK H, LONG CANYON II-A
SUBDIVISION, RECORDED IN VOL. 84,
PAGE 135 OF THE PLAT RECORDS OF
TRAVIS COUNTY, TEXAS.

Vacate 10' of 25'
DE Located on Lot 5,
Blk H, Long Canyon II-A



Long Canyon II-A, Lot 5 Blk H

Vacate 10' portion (West side) of a 25' wide DE



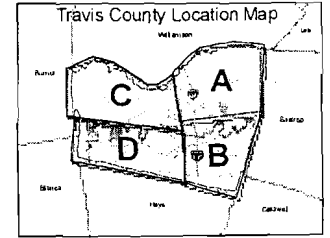
Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Creek
- Water Body
- Park
- Incorporated Area
- County Boundary

Commissioner Precinct

- Precinct 2
- Precinct 3



*Note: For legibility purposes, not all State Maintained roadways are shown in red.

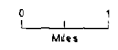
Source(s): CoA Roads - CoA 11005, Unincorporated Roads - Travis County 11/05, Proposed Roads - various sources, Creeks - NHD '05, Parks - Travis County 04, CoA Parks - CoA 12005, Commissioner Precincts - Travis County Voter Registrar 2002



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383

Text Scale:
1 inch equals 1,000 miles
1 inch equals 5,292 feet

Travis County Roadways, Map C



Map Prepared by Travis County, Dept. of Transportation & Natural Resources, Date 12/28/2005
<http://www.co.travis.tx.us/macs>



Item C7

Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, April 24, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate a ten foot wide section of a 25 foot wide drainage easement located along the eastern lot line of Lot 57, Block A of Waterford on Lake Travis, Section Two – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a ten foot wide section of a 25 foot drainage easement located along the eastern lot line of Lot 57, Block A of the Waterford on Lake Travis, Section Two. The easement is schematically shown on the plat. The subject lot fronts on Osprey Ridge Loop, a private street not maintained by Travis County.

Professional Engineer Thomas J. Groll has stated that:

"The site contains an existing 25' drainage easement along the eastern property boundary. An existing culvert adjacent to the Bopp residence conveys storm water runoff from the north side of Osprey Ridge Loop to this easement, which then drains via overland flow to Lake Travis. Due to site constraints, it was necessary for the house to be situated partially within the easement. Due to the proximity and orientation of the existing culvert relative to Mr. Bopp's residence, it was necessary to install a reinforced concrete pipe with the easement to direct runoff around the residence. With the storm flows routed through the pipe, the easement width can be reduced from 25' to 15' thereby eliminating the overlap of the structure into the easement. Engineered design drawings, storm flow calculations and a permit application were submitted to Travis County TNR in February 2011, and a permit (#11-0376) was issued on April 29, 2011 for the installation of the proposed storm sewer pipe. An inspection of the constructed pipe verified that the pipe and all associated appurtenances are installed according to the design drawings."

After review of the submitted request and recommendation, Travis County Engineer Teresa Calkins has stated she has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

The purpose of this request is so that the recently constructed home is not encroaching on the subject easement. With the installation of the re-inforced concrete pipe county staff will recommend the request to reduce the width of the easement from 25 feet to 15 feet, which will satisfy the encroachment issue.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request/Engineer's Letter
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561
Teresa Calkins	Engineer	TNR	854-7569

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Waterford on Lake Travis, Section Two

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a ten foot wide section of a 25 foot wide drainage easement located along the east side lot line of Lot 57, Block A of Waterford on Lake Travis Section Two as recorded at Volume 102, Pages 317-322 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the ten foot wide section of the subject easement;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on April 24, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that a ten foot wide section of a 25 foot wide drainage easement located along the east side lot line of Lot 57, Block A of Waterford on Lake Travis, Section Two, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

Job No. 10-094V
February 23, 2012

Vacation of Portion of Drainage Easement
Casey Custom Homes

Exhibit "A"

Easement Description

BEING 1,199 SQUARE FEET (0.0275 ACRES) OF LAND OUT OF LOT 57, BLOCK A, WATERFORD ON LAKE TRAVIS, SECTION TWO, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT IN VOLUME 102, PAGES 317-322, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1,199 SQUARE FEET OF LAND BEING A PORTION OF A 25' DRAINAGE EASEMENT SHOWN ON SAID PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING for reference at a 1/2" *iron rod found* for corner, said corner being the northwest corner of Lot 56, Block A, and the northeast corner of Lot 57, Block A, of said Waterford on Lake Travis, Section Two, corner being along the south right-of-way line of a 60' street called Osprey Ridge Loop;

THENCE, S.24°36'31"E., with the common line of Lots 56 and 57, a distance of 33.49 feet to a calculated point;

THENCE, S.65°23'29"W., through the interior of Lot 57, and through the interior of an existing platted 25' drainage easement, a distance of 25.00 feet to a *calculated point* for corner, said corner being along the west line of the platted 25' drainage easement, corner being the most northerly corner of our subject tract, and the POINT OF BEGINNING.

THENCE, S.69°36'32"E., through the interior of Lot 57, and the interior of the existing platted 25' drainage easement, a distance of 14.14 feet to a *calculated point* for corner;

THENCE, S.24°36'31"E., through the interior of Lot 57, and the interior of the existing platted 25' drainage easement, a distance of 114.93 feet to a *calculated point* for corner, said corner being along southern termination of the platted 25' drainage easement, for the southeast corner of our subject tract;

THENCE, S.65°54'06"W., through the interior of Lot 57, and with the south line of the existing platted 25' drainage easement, a distance of 10.00 feet to a *calculated point* for corner, said corner being the southwest corner of the existing platted 25' drainage easement, for the southwest corner of our subject tract;

THENCE, N.24°36'31"W., through the interior of Lot 57, and with the west line of the platted 25' drainage easement, a distance of 124.84 feet to the PLACE OF BEGINNING, and containing 1,199 square feet of land.

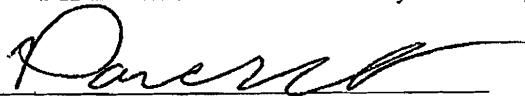
THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

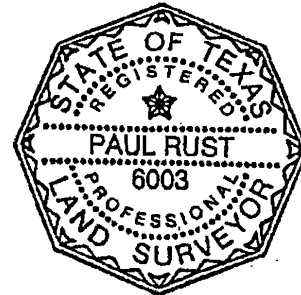
COUNTY OF TRAVIS §

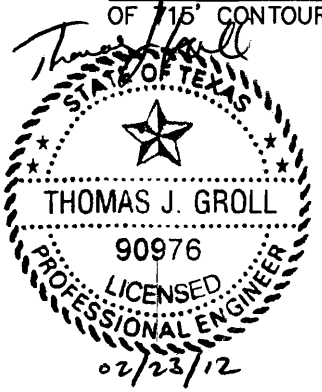
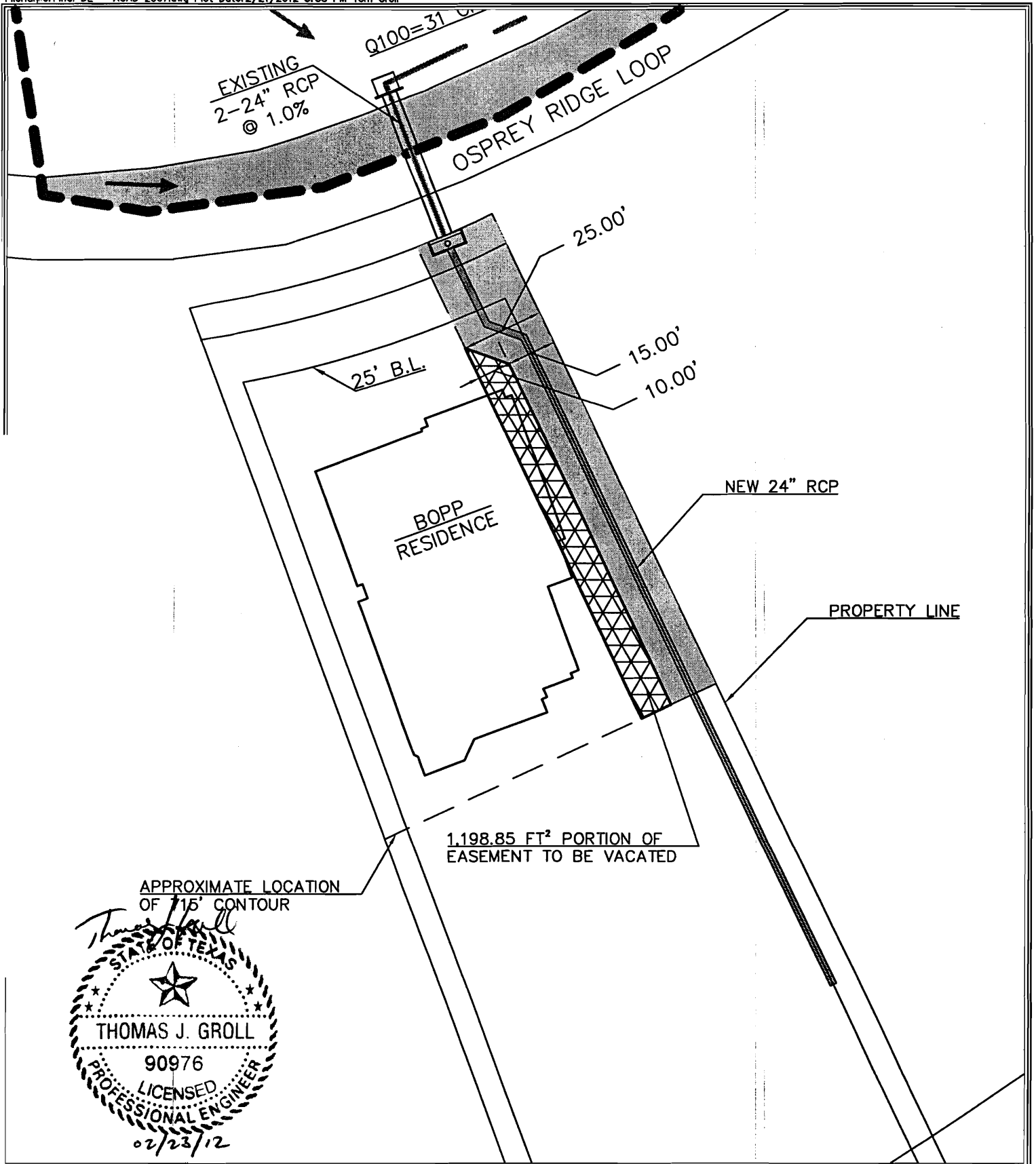
That I, Paul J. Rust, a Registered Professional Land Surveyor, do hereby declare that the above description is true and correct to the best of my knowledge and belief.

WITNESS MY HAND AND SEAL this 23rd day of February, 2012.



Paul J. Rust R.P.L.S. # 6003





Date: Scale:

BOPP RESIDENCE

PREPARED FOR:
MR. DOUG CASEY
CASEY CUSTOM HOMES
 20624 FM 1431, #2
 LAGO VISTA, TEXAS
 78645-4562

TGE TOM GROLL ENGINEERING, PC
 • LAND DEVELOPMENT • WATER QUALITY PLANNING •
 • VALUE ENGINEERING • CONSTRUCTION ADMINISTRATION •
 18109-A AWALT DRIVE AUSTIN, TEXAS 78734
 (512) 448-0922 (O)
 Business Registration # F-9799

TGE

Tom Groll Engineering

February 23, 2012

Travis County TNR
Development Services
411 W. 13th Street, 11th Floor
Austin, TX 78767-1748

RECEIVED
FEB 23 2012
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

Re: Drainage Easement - partial vacation.
Ron Bopp residence
1349 Osprey Ridge Loop
Lot 57, Block A of Waterford on Lake Travis, Section 2.
Lago Vista, TX 78645

To Whom It May Concern,

This letter is provided to satisfy Travis County's drainage easement vacation requirements for the above referenced property.

The Bopp Residence is located in Travis County in the Waterford on Lake Travis Subdivision. The site contains an existing 25' drainage easement along the eastern property boundary. An existing culvert adjacent to the Bopp residence conveys storm water runoff from the north side of Osprey Ridge Loop to this easement, which then drains via overland flow to Lake Travis. Due to site constraints, it was necessary for the house to be situated partially within the easement. Due to the proximity and orientation of the existing culvert relative Mr. Bopp's residence, it was necessary to install a reinforced concrete pipe within the easement to direct runoff around the residence. With the storm flows routed through the pipe, the easement width can be reduced from 25' to 15' thereby eliminating the overlap of the structure into the easement. Engineered design drawings, storm flow calculations and a permit application were submitted to Travis County TNR in February 2011, and a permit (#11-0376) was issued on April 29, 2011 for the installation of the proposed storm sewer pipe. An inspection of the constructed pipe verified that the pipe and all associated appurtenances are installed according to the design drawings.

Please do not hesitate to contact me if you need any additional information regarding the construction of the culvert pipe and associated reduction of the drainage easement width.

Sincerely,



Thomas J. Groll, P.E., President
Tom Groll Engineering, PC
16109-A Awalt Drive
Austin, TX 78734
Firm # 9799
(512) 448-0922 (o)

Attachments: Metes and Bounds description of easement area to be vacated.
Sketch of the plat showing portion of easement to be vacated.
Copy of TNR permit for the improvements

Cc: Mr. Doug Casey – Doug Casey Homes, Lago Vista, TX

Drainage Analysis

The existing drainage basin leading to the 24" RCP culverts beneath Osprey Ridge Loop is 4.17 acres mainly comprised of native grasses, trees, and steep rocky terrain in a large lot suburban development. The 24" RCP culverts convey storm water run-off to the easement on the Bopp residence site, which provided surface drainage to Lake Travis. Run-off from 100 year storm event is calculated using the Rational Method and the design standards found in the City of Austin's Drainage Criteria Manual. Impervious cover within the drainage basin consists of 0.88 acres of one single family residence and driveway, and portions of the public roadway. A run-off coefficient of 0.95 was used for the impervious area, and 0.53 was used for the remaining area, resulting in a composite $C_{100} = 0.62$. The time of concentration was calculated to be 6.2 minutes, which consists of 150 feet of sheet flow and 488 feet of shallow concentrated flow and corresponds to a storm intensity of $i_{100} = 11.95$ in/hr. The estimated 100 yr flow for the drainage area is ~31 cfs.

In order to reduce the size of the existing drainage easement it is necessary to convey the storm run-off in an enclosed conduit. An analysis of the proposed culvert concludes that the 24" RCP is adequate to convey the 100 yr storm flow. The analysis accounts for the 100 yr water surface elevation for Lake Travis to be the 722' msl as indicated on the FEMA Flood Insurance Rate Map for the area (48453C0215H). During a 100 yr event the outfall of the proposed culvert could be submerged, therefore, using 722' msl as the starting 100 yr HGL is a conservative approach. Using this method, the HGL at the inlet of the 24" culvert pipe is calculated to be 742.75' msl, which is approximately 0.75 ft above the top of the pipe. In order to fully contain the anticipated flows a cast-in-place concrete catch basin fitted to the existing headwall is incorporated into the design. The top of the catch basin is set at the 744' msl elevation to match the return of the wing walls and contain the 100 yr HGL. Energy dissipation at the culvert outfall is incorporated using the City of Austin standard detail 508S-17 to account for those times when the culvert outfall is not submerged. Due to the slope of the existing topography in the proposed culvert location, concrete retards per City of Austin detail 593S-1 have been installed to prevent bedding material washout and slippage of the pipe system within the trench.

C Calculations

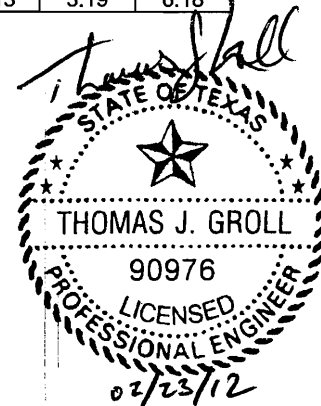
DA #	Total Drainage Area (Ac)	Impervious Cover Area (Ac)	Impervious Cover Run-off Coefficients C100	Pervious Cover Area (Ac)	Pervious Cover Run-off Coefficients C100	Composite C Value C100
1	4.17	0.88	0.95	3.29	0.53	0.62

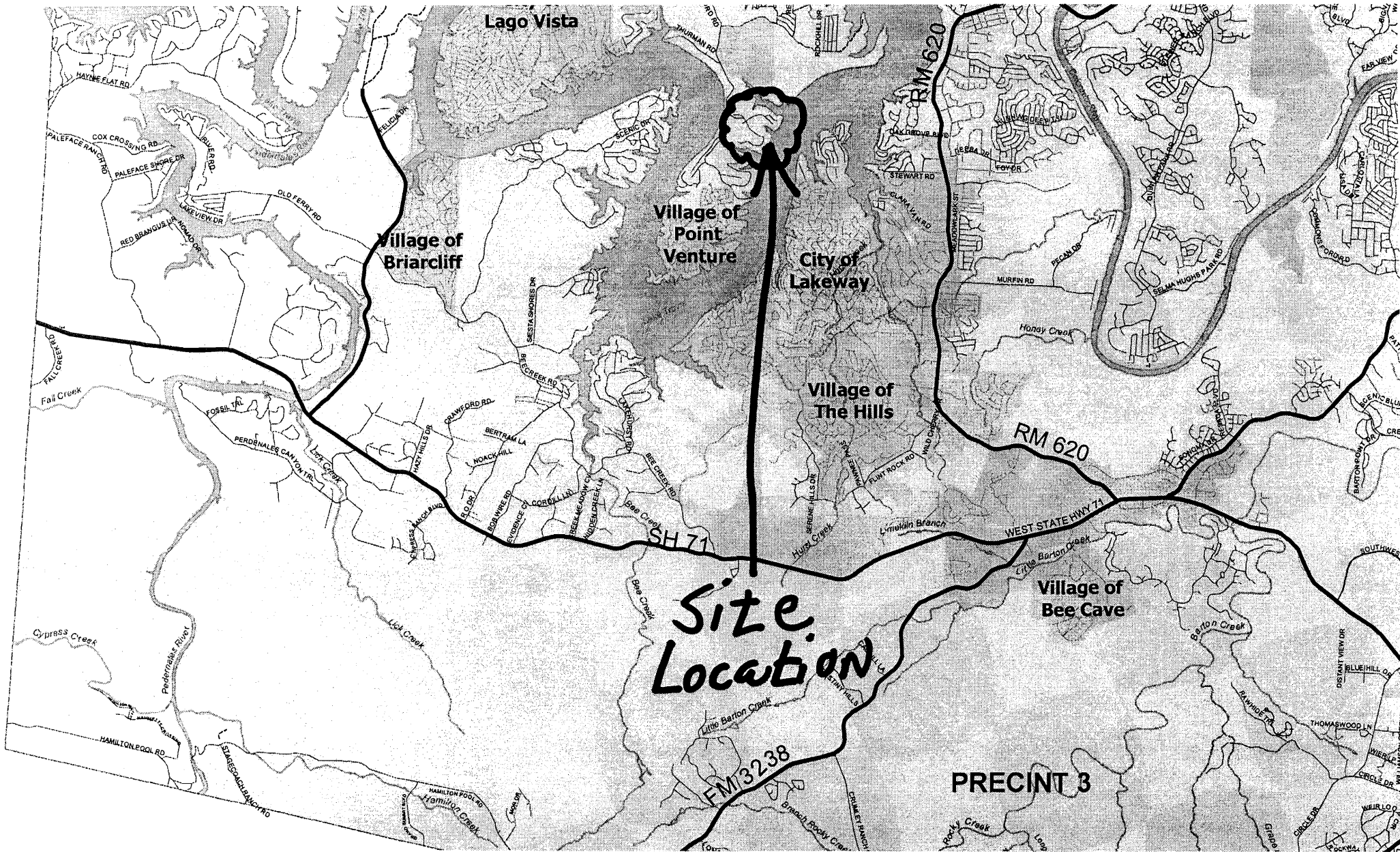
Tc Calculations

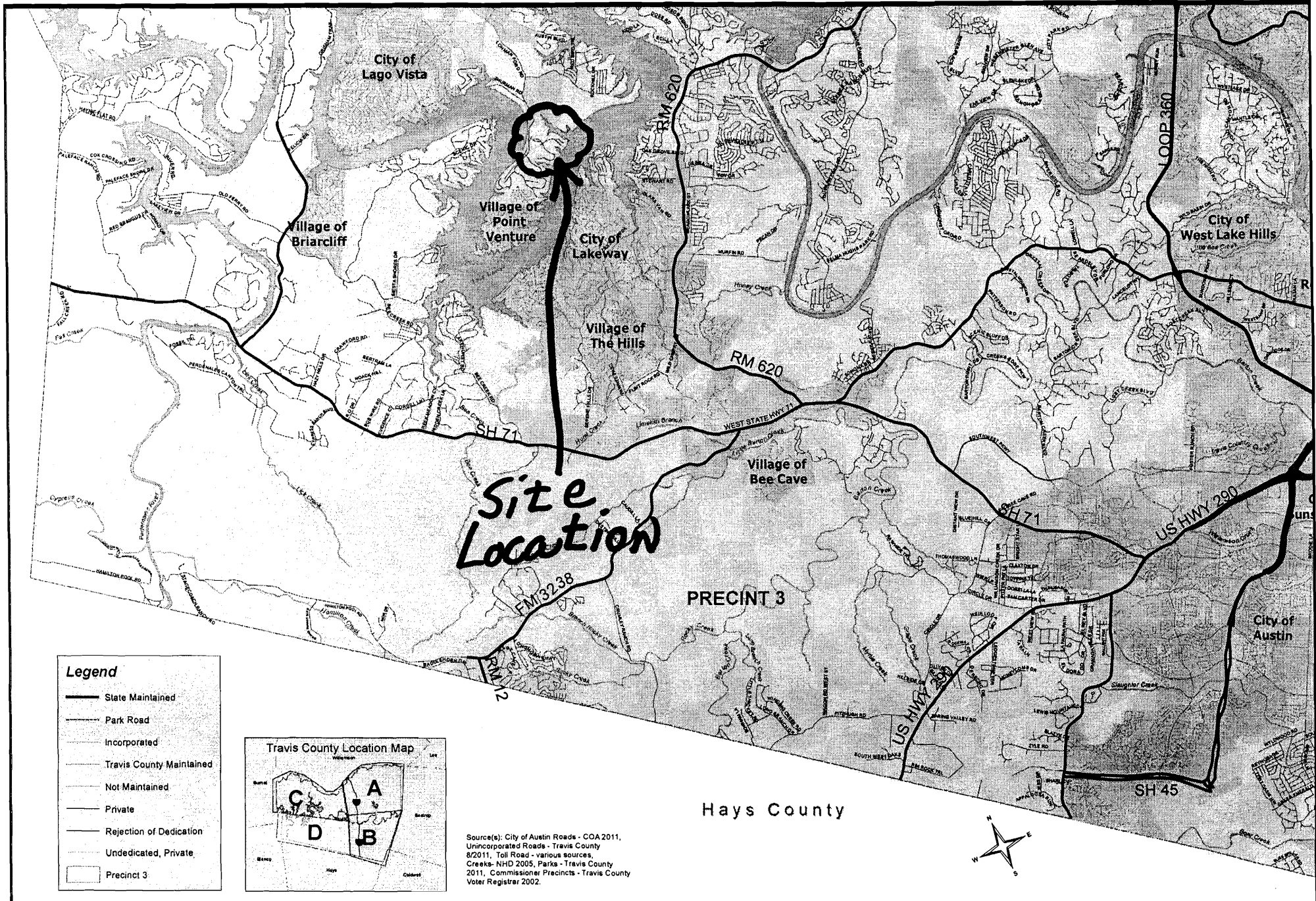
DA #	Sheet Flow				Shallow Concentrated Flow			Tc (Min)	Total Tc (Min)
	Length (ft)	Slope (%)	n	Tc (Min)	Length (ft)	Slope (%)	n		
1	150	2%	0.13	3.00	488	11%	0.13	3.19	6.18

Developed Flow Calculations

DA #	Total Area (Ac)	Composite C Value 100 yr	Rainfall intensity 100 yr (in/hr)	Developed Flow 100 yr (cfs)
1	4.17	0.62	11.95	30.80

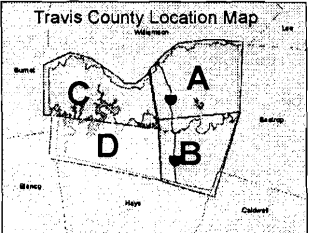






Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3

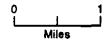


Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.



Map Disclaimer: The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map D



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 8/9/2011



Travis County Commissioners Court Agenda Request

Meeting Date: April 3, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

Division Director/Manager: Anna Bowlin, Division Director, Development Services

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, April 24, 2012 to receive comments regarding plat for recording: Soto Subdivision Final Plat (Resubdivision of Lot 1 Block A Buttross Farms Subdivision Final Plat - Two Lots - Martin Lane - City of Austin ETJ) in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

This resubdivision final plat proposes to create two single family lots out of the 10.0 acre Lot 1 of the Buttross Farms Subdivision Final Plat. There are no new public or private streets proposed with this resubdivision final plat. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$350.00. Fiscal surety is not required for this short form plat. Water service to be provided by private water wells, and wastewater service to be provided by on-site septic facilities.

STAFF RECOMMENDATIONS:

As this resubdivision final plat meets all Travis County standards and is scheduled for approval at the City of Austin Zoning and Platting Commission meeting on April 3, 2012, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Notification of this resubdivision final plat's hearing at the City of Austin's Zoning and Platting Commission (ZAP) as well as Commissioners Court was mailed to all current owners of property and all registered neighborhood associations within 500 feet of the proposed subdivision. These addresses were obtained from the Travis Central Appraisal District current tax rolls. Single Office records show that all property owners that are required to be notified under Title 30 were notified. The Single Office has registered no interested parties for this application.

As part of the requirements for a plat resubdivision, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the court prior to the public hearing.

This resubdivision application was submitted on May 9, 2011, prior to the adoption of the Consumer Protection Notice cover sheet, approved for Title 30 cases on June 23, 2011, and the water availability rules were approved January 31st, 2012.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Existing final plat
- Proposed final plat

REQUIRED AUTHORIZATIONS:

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

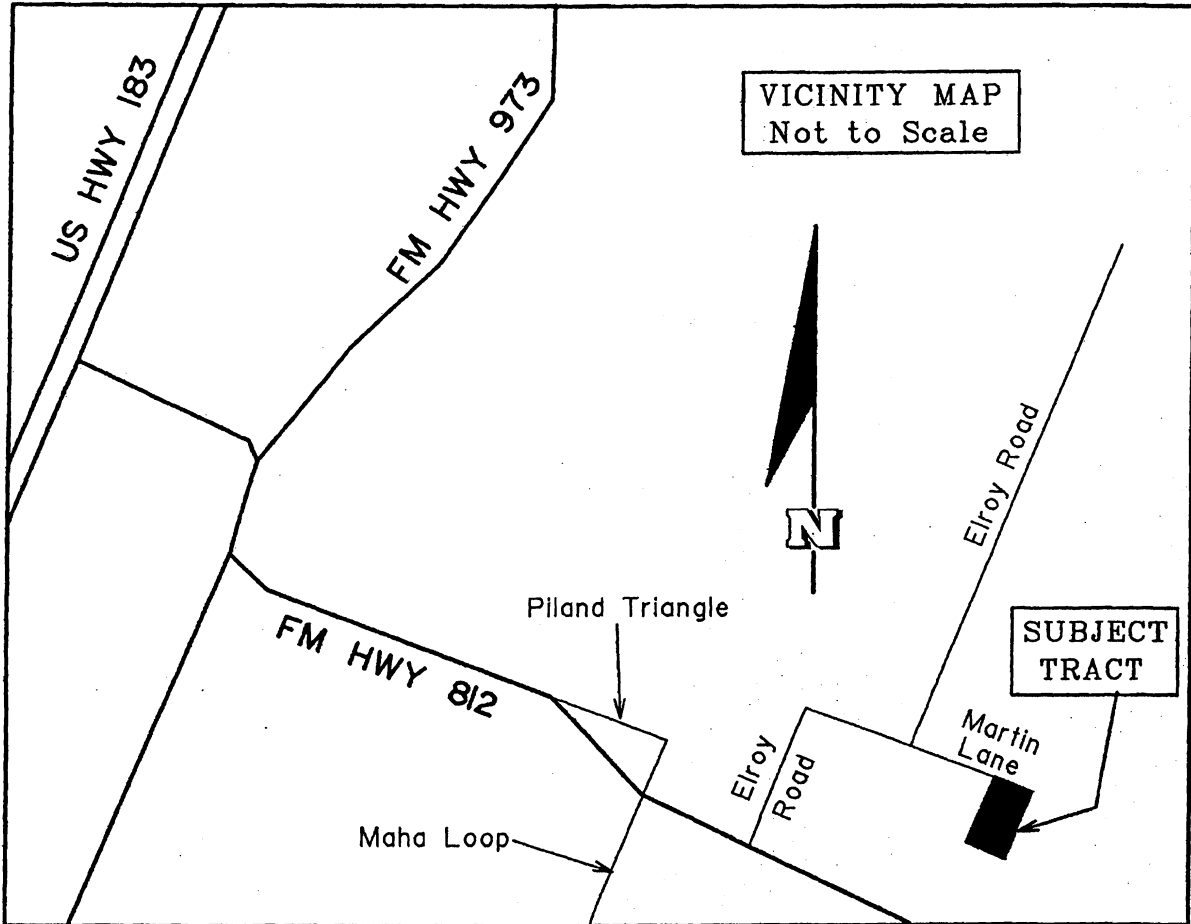
CC:

SM:AB:mh

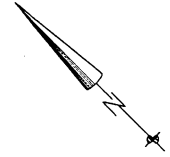
1101 - Development Services - Soto Subdivision (Resubdivision of Lot 1 Block A Buttross Farms Subdivision)

Precinct Four



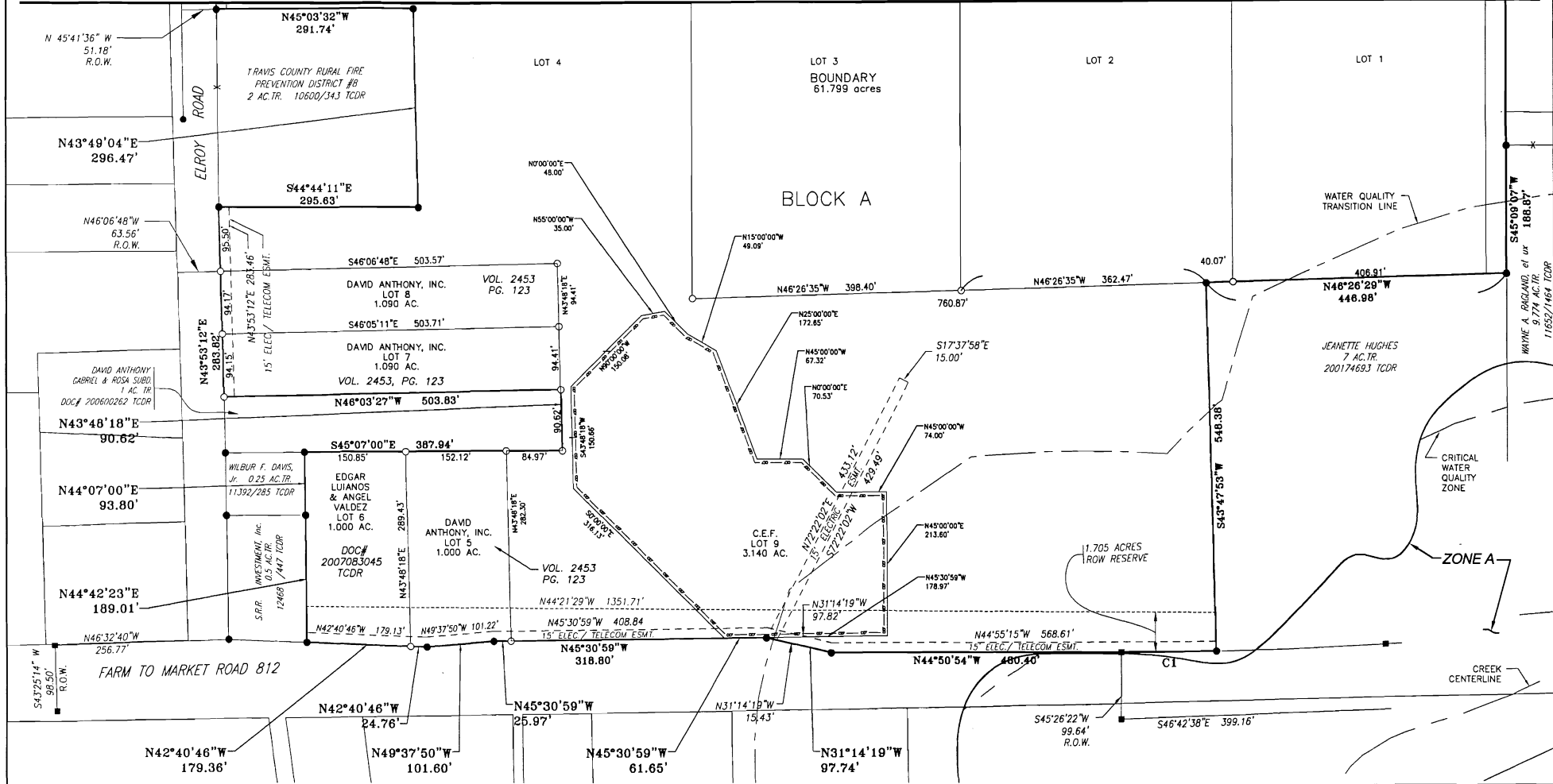


CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	1°23'29"	5779.58'	140.35'	70.18	N 45°08'53" W	140.35'

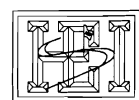


MATCHLINE - SEE SHEET 3 OF 4

SCALE: 1" = 100'



**BUTTROSS FARMS
SUBDIVISION**
HOWARD ENGINEERS, INC.
 4303 Russell Drive
 Austin, Texas 78704
 Phone: (512) 448-0881
 Fax: (512) 448-0889
 Email: hei@howardengineers.com



BUTTROSS FARMS SUBDIVISION

STATE OF TEXAS :
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS: THAT 812 ELDY ESTATES, L.P. BEING THE OWNER OF THAT CERTAIN 27.615 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED DATED JUNE 1, 2007 AND DESCRIBED IN DOCUMENT NO. 2007099259 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS: "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Pranod Patil _____ DATE 10/10/08
PRANOD PATIL, GENERAL PARTNER

STATE OF TEXAS :
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF October _____ 2008
BY PRANOD PATIL

Deborah Carter _____ MY COMMISSION EXPIRES: 2-08-2012
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS :
COUNTY OF TRAVIS :



KNOW ALL MEN BY THESE PRESENTS: THAT ARMANDO SOTO, BEING THE OWNER OF THAT CERTAIN 10.002 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004015336 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS: "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Armando Soto _____ DATE 10-20-08
ARMANDO SOTO

STATE OF TEXAS :
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF October _____ 2008
BY ARMANDO SOTO.

Deborah Carter _____ MY COMMISSION EXPIRES: February 08, 2012
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS :
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS: THAT CATALINO BAUTISTA, BEING THE OWNER OF THAT CERTAIN 10.000 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004015334 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS: "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Catalino Bautista _____ DATE 10-22-08
CATALINO BAUTISTA

STATE OF TEXAS :
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 22nd DAY OF October _____ 2008
BY CATALINO BAUTISTA

Karen Hoffman _____ MY COMMISSION EXPIRES: 9/7/2009
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS :
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS: THAT BERNIECE CEBALLOS BEING THE OWNER OF THAT CERTAIN 10.001 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED MARCH 31, 2006 AND DESCRIBED IN DOCUMENT NO. 2006087724 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS: "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Berniece Ceballos _____ DATE 11/11/08
BERNIECE CEBALLOS

STATE OF TEXAS :
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 11th DAY OF October _____ 2008
BY BERNIECE CEBALLOS.

Deborah Carter _____ MY COMMISSION EXPIRES: February 08, 2012
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS :
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS: THAT EDGAR LUVANOS AND ANGEL VALDEZ BEING THE OWNERS OF THAT CERTAIN 1.000 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED MAY 2, 2007 AND DESCRIBED IN DOCUMENT NO. 2007083045 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS: "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY Edgar Luvanos _____ DATE 10-16-08
EDGAR LUVANOS

STATE OF TEXAS :
COUNTY OF TRAVIS :

BY Angel Valdez _____ DATE 10-16-08
ANGEL VALDEZ

STATE OF TEXAS :
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 16th DAY OF October _____ 2008
BY EDGAR LUVANOS
BY ANGEL VALDEZ
Deborah Carter _____ MY COMMISSION EXPIRES: February 8, 2012
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS :
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS: THAT DAVID ANTHONY, INC. BEING THE OWNERS OF THAT CERTAIN 3.180 ACRE TRACT OF LAND, THE REMAINDER OF THE 62.799 ACRE TRACT LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, AND BEING A PART OF THE 68 ACRE TRACT DESCRIBED IN A DEED FROM N.B.H. NELSON, ET AL. TO LILLIAN NELSON BLOMQUIST, DATED MAY 2, 1962 RECORDED IN VOLUME 2453, PAGE 123, TRAVIS COUNTY DEED RECORDS, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS: "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY David Anthony, Inc. _____ DATE 10-17-08
A TEXAS CORPORATION
DAVID ANTHONY BUTTROSS, II
PRESIDENT

STATE OF TEXAS :
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF October _____ 2008
BY DAVID ANTHONY BUTTROSS II.

Deborah Carter _____ MY COMMISSION EXPIRES: February 8, 2012
NOTARY PUBLIC, STATE OF TEXAS



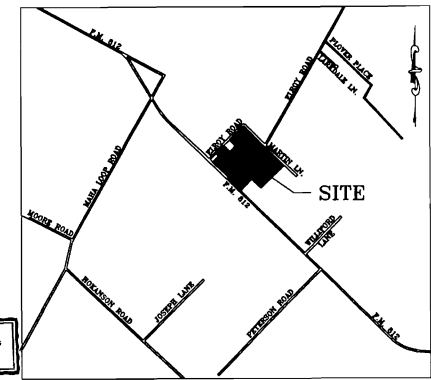
STATE OF TEXAS :
COUNTY OF TRAVIS :

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 20____, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____ DAY OF _____ 20____.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY



LOCATION MAP
N.T.S.

STATE OF TEXAS :
COUNTY OF TRAVIS :

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____, A.D. AT _____ O'CLOCK _____ M., DULY RECORDED ON THE _____ DAY OF _____ 20____, A.D. AT _____ O'CLOCK _____ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

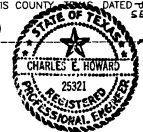
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT, THE _____ DAY OF _____ 20____.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

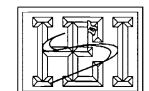
WATERSHED STATUS:

NO PORTION OF THIS SUBDIVISION IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 484520140E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993, 484520140E.
Charles E. Howard _____ DATE Sept 24, 2008
CHARLES E. HOWARD, P.E. #25321
HOWARD ENGINEERS, INC.
4303 RUSSELL DR.



BUTTROSS FARMS SUBDIVISION

HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0889
Email: hel@howardengineers.com



COMMISSIONERS' COURT RESOLUTION:

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE. TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS, TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE ____ DAY OF _____ 20____.

BETTY BAKER

CLARKE HAMMOND

SURVEYORS' CERTIFICATION:

I, DALE L. OLSON, AM AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH AND IS IN COMPLIANCE WITH TITLE 30, AS AMENDED, OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 82 OF THE TEXAS COUNTY CODE, AS AMENDED. THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

Dale L. Olson 9/25/08 DATE
 DALE L. OLSON, R.P.L.S. #1753
 DALE L. OLSON SURVEYING CO.
 711 WATER STREET
 BASTROP, TEXAS
 512-321-5476



WATERSHED PROTECTION AND DEVELOPMENT:

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE _____ OF THE CITY OF AUSTIN ON THIS THE ____ DAY OF _____ 20____.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ____ DAY OF _____ 20____.

VICTORIA LI, P.E., DIRECTOR
 WATERSHED PROTECTION AND DEVELOPMENT REVIEW

TRAVIS COUNTY (TC) ON-SITE WASTEWATER PROGRAM NOTES:

- NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE FACILITY (OSSF) ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- EACH LOT IN THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE ONLY, PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TITLE 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 285.2(6B).
- NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM, CITY OF AUSTIN WATER UTILITY SYSTEM IS SCHEDULED TO PROVIDE WATER FOR THE NINE (9) LOTS IN SUBDIVISION.
- NO ON-SITE SEWAGE FACILITY (OSSF) MAY BE INSTALLED WITHIN TEN (10) FEET OF A POTABLE SUPPLY LINE, OR A POTABLE WATER SPRINKLER SUPPLY LINE.
- NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE FACILITY (OSSF) WHICH HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TCEQ TITLE 30 TAC CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
- ON LOTS 7 (SEVEN) AND 8 (EIGHT), BUILDING A RESIDENCE LARGER THAN 4,000 SQUARE FEET (SINGLE STORY OR FIRST STORY SLAB AREA) MAY NOT BE POSSIBLE DUE TO LOT SIZE.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS IN THIS SUBDIVISION.

PHIL G. ICE, P.E.
 ON-SITE WASTEWATER PROGRAM
 TRAVIS COUNTY TNR

DATE

PLAT NOTES:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER UTILITY SYSTEM AND AN ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY TRAVIS COUNTY.
- THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
- THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- CITY OF AUSTIN WATER SERVICE IS LIMITED TO DOMESTIC USE.
- FIRE PROTECTION WILL BE PROVIDED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT No. 11 AND ALL DEVELOPMENT MUST MEET DISTRICT REQUIREMENTS.
- A VARIANCE TO TITLE 30-3-191 (REQUIRES NEW SUBDIVISIONS TO CONSTRUCT SIDEWALKS) WAS APPROVED BY TRAVIS COUNTY COMMISSIONERS' COURT ON OCTOBER 21, 2008.

ELECTRIC NOTES:

- AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH 25-B SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED FOR INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRICAL FACILITIES.
- THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROPOSED PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

ENVIRONMENTAL NOTES:

- THIS SUBDIVISION IS LOCATED IN THE MAHA WATERSHED. MAHA IS CLASSIFIED AS A SUBURBAN WATERSHED, WITHIN 4187 ACRE CONTRIBUTING BASIN UPSTREAM OF THIS SUBDIVISION.
- THIS SUBDIVISION IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LDC SECTION 30-5-181, AND THE ENVIRONMENTAL CRITERIA MANUAL.
- CONSTRUCTION ON SLOPES EXCEEDING 25% IS PROHIBITED.
- NO DEVELOPMENT IS ALLOWED ON LOT 9 WHICH ENCOMPASSES A CRITICAL ENVIRONMENTAL FEATURE. ALL ACTIVITIES WITHIN THE WETLANDS CRITICAL ENVIRONMENTAL FEATURE SETBACK MUST COMPLY WITH TITLE 30 (30-5). THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM PRACTICABLE EXTENT; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.

BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

GENERAL NOTES:

- TOTAL ACREAGE: 61.798 ACRES
 TOTAL ROW: 1.705 ACRES CAMPO 2030 RESERVE
 TOTAL LINEAR FEET OF PUBLIC STREET: 0 L.F.
 TOTAL NUMBER OF LOTS: 9

DEVELOPER INFORMATION:

OWNERS:

DAVID ANTHONY INC.
 PO BOX 5396
 AUSTIN, TX 78763

ARMANDO SOTO
 407 TREYS WAY
 AUSTIN, TX 78745

BERNIECE CEBALLOS
 5836 COUNTRY MESA CIRCLE
 DEL VALLE, TX 78617

CATALINO BAUTISTA
 407 TREYS WAY
 AUSTIN, TX 78745

812 ELROY ESTATES, L.P.
 833 CASTLE RIDGE ROAD
 AUSTIN, TX 78746

EDGAR LUNAPOS & ANGEL VALDEZ
 126 CREEKWOOD TRAIL
 AUSTIN, TX

DEVELOPER:

DAVID BUTTROSS
 7901 CAMERON RD #100
 AUSTIN, TEXAS 78754
 (512) 320-0888

SURVEYOR:

DALE L. OLSON R.P.L.S. #1753
 DALE L. OLSON SURVEYING CO., INC.
 711 WATER STREET
 BASTROP, TEXAS
 (512) 321-5476

ENGINEER:

CHARLES E. HOWARD, P.E. #25321
 HOWARD ENGINEERS, INC.
 4303 RUSSELL DRIVE
 AUSTIN, TX 78704
 (512) 448-0881

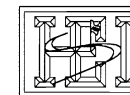
ELECTRIC:

AUSTIN ENERGY
 721 BARTON SPRINGS RD.
 AUSTIN, TEXAS 78704-1194
 (512) 494-9400

LAND USE TABLE		
LOT	DESIGNATED USE	ACRES
1	SINGLE FAMILY	10.002
2	SINGLE FAMILY	10.000
3	SINGLE FAMILY	10.001
4	SINGLE FAMILY	24.475
5	SINGLE FAMILY	1.000
6	SINGLE FAMILY	1.000
7	SINGLE FAMILY	1.090
8	SINGLE FAMILY	1.090
9	C.E.F.	3.140
9 LOTS TOTAL		61.798

**BUTTROSS FARMS
 SUBDIVISION**

HOWARD ENGINEERS, INC.
 4303 Russell Drive
 Austin, Texas 78704
 Phone: (512) 448-0881
 Fax: (512) 448-0880
 Email: hel@howardengineers.com



Proposed Plat

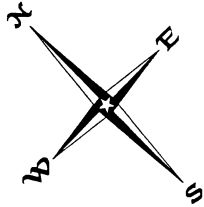
SOTO SUBDIVISION

**(RESUBDIVISION OF
LOT 1 BLOCK A
BUTTROSS FARMS
SUBDIVISION)**

ELROY ROAD

Lot 2-C
Resubdivision of Lot 2
Hodgkins Addition
Volume 86 Page 106B

Juan and Elva Bautista
(5.00 Acres)
Correction General Warranty Deed
Document No. 2006159477



SCALE: 1" = 100'

Legend

- ⊙ Iron Rod Found (size noted)
- ⊕ 1/2" Iron Pipe Found
- ⊠ Capped Rod Found (marked "Property Corner")
- 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- E.T.E. = Electric and Telecommunications Easement (Record Bearing and Distance)

ELROY ROAD

MARTIN LANE

**BUTTROSS FARMS
SUBDIVISION
Doc. 201100128**

**PETER C. HARRISON SURVEY
ABSTRACT No. 2104**

LOT 3

LOT 2

**LOT 1A
5.00 ACRES**

BLOCK A

**LOT 1B
5.00 ACRES**

Rayburn B. Whitley (61.00 Acres)
Volume 3225 Page 1624

Wayne A. Ragland and
Carolyn A. Ragland
(9.774 Acres) Special Warranty Deed
Volume 11652 Page 1464

Jeanette Hughes
(7 Acres)
Warranty Deed
Document No. 2000174693

This subdivision is located in the 5 mile ETJ of the City of Austin
this the _____ day of _____, 20__.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING AND
DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE
____ DAY OF _____, 20__ AD.

GREG GUERNSEY, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION
OF THE CITY OF AUSTIN, TEXAS, THIS THE _____ DAY OF _____, 20__.

Chairperson _____ Secretary _____

LAND USE SUMMARY TABLE

LOT 1A	5.00 Acres	Residential Use
LOT 1B	5.00 Acres	Residential Use
TOTAL AREA = 10.00 Acres		

THE STATE OF TEXAS
THE COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:

That I, Armando Solo, owner of all that certain (10.002 acre) tract of land, out of the Peter C. Harrison Survey Abstract No. 2104, in Travis County, Texas, being all of Lot 1, Block A, Buttross Farms Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201100128 of the Official Public Records of Travis County, Texas, as conveyed to me by virtue of General Warranty Deed recorded in Document No. 2004015335 of the Official Public Records of Travis County, Texas, do hereby resubdivide said Lot 1 pursuant to Chapter 212 of the Texas Local Government Code, and in accordance with the attached plat to be known as

SOTO SUBDIVISION

**(RESUBDIVISION OF
LOT 1 BLOCK A
BUTTROSS FARMS
SUBDIVISION)**

subject to any easements and/or restrictions heretofore granted, and do hereby dedicate to the Public Use of the streets and easements shown hereon.

WITNESS MY HAND this the _____ day of _____, A.D. 20__.

Armando Solo
407 Treys Way Austin, TX 78745

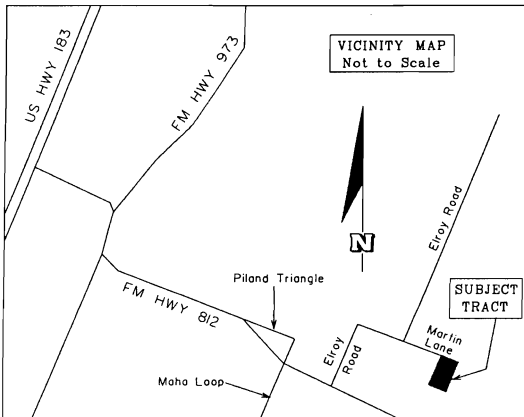
THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the _____ day of _____, A.D., 20__, did personally appear Armando Solo, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC _____

Printed Name _____

Commission Expires _____



SOTO SUBDIVISION

**{ RESUBDIVISION OF
LOT 1 BLOCK A
BUTTROSS FARMS
SUBDIVISION }**

PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO A PRIVATE WATER WELL AND AN ON-SITE SEWAGE FACILITY APPROVED BY TRAVIS COUNTY.
2. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED AT THE OWNERS' SOLE EXPENSE.
3. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
4. FIRE PROTECTION WILL BE PROVIDED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT No. 11 AND ALL DEVELOPMENT MUST MEET DISTRICT REQUIREMENTS.
5. A VARIANCE TO TITLE 30-3-191 (REQUIRES NEW SUBDIVISIONS TO CONSTRUCT SIDEWALKS) WAS APPROVED BY TRAVIS COUNTY COMMISSIONERS' COURT ON OCTOBER 21, 2008.

ELECTRIC NOTES:

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH 25-8 SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED IN ADDITION TO THOSE INDICATED FOR INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES.
3. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROPOSED PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.

ENVIRONMENTAL NOTES:

1. THIS SUBDIVISION IS LOCATED IN THE MAHA CREEK WATERSHED AND IS CLASSIFIED AS A SUBURBAN WATERSHED WITHIN A 4.187 ACRE CONTRIBUTING BASIN UPSTREAM OF THIS SUBDIVISION.
2. THIS SUBDIVISION IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
3. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR CONSTRUCTION ON EACH LOT.
4. CONSTRUCTION ON SLOPES EXCEEDING 25% IS PROHIBITED.

THE STATE OF TEXAS *
THE COUNTY OF TRAVIS *

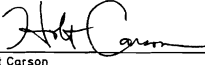

I do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152(e). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalties against me as authorized by the Act.

No portion of this subdivision is within the boundaries of the 100-year flood plain of any waterway that is within the limits of study of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), 48453C 0710 H, dated September 26, 2008

  3/1/12
 Kurt Prossner P.E. No. 58191 ~~PROFESSIONAL ENGINEER~~ Date
 13377 Pond Springs Road Austin, Texas 78728 (512)-918-3343

THE STATE OF TEXAS *
THE COUNTY OF TRAVIS *

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat and subdivision is based upon an actual survey made on the ground, and is true and correct to the best of my knowledge.

  3-14-2012
 Holt Carson Date
 Registered Professional Land Surveyor No. 5106
 HOLT CARSON, INC.
 1904 Fortview Road Austin, Texas 78704 (512)-442-0990

TRAVIS COUNTY (TC) ON-SITE WASTEWATER PROGRAM NOTES:

1. NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE FACILITY (OSSF) ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
2. EACH LOT IN THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE ONLY PER TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TITLE 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 285.2 (66).
3. NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR AN ON-SITE PRIVATE WATER WELL.
4. NO ON-SITE SEWAGE FACILITY (OSSF) MAY BE INSTALLED WITHIN TEN (10) FEET OF A POTABLE SUPPLY LINE OR A POTABLE WATER SPRINKLER SUPPLY LINE.
5. NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE FACILITY (OSSF) WHICH HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
6. ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF TCEQ TITLE 30 TAC CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48.
7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS IN THIS SUBDIVISION.
8. NO ON-SITE WASTEWATER SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL NOR MAY AN ON-SITE WASTEWATER DISPOSAL SYSTEM BE INSTALLED WITHIN 150 FEET OF A PUBLIC WELL.

 3-15-2012
 For STACY SCHEFFEL, D.R. Program Manager Date
 ON-SITE WASTEWATER PROGRAM
 TRAVIS COUNTY - TNR

THE STATE OF TEXAS *
THE COUNTY OF TRAVIS *
I, Dana DeBeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____ day of _____, 20____, A.D., the Commissioners' Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE of the County Court of said County, this the _____ day of _____, A.D., 20____.
DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

By _____
Deputy

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The Owner(s) of the subdivision shall construct the Subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release fiscal security posted to secure private improvements. To secure this obligation, the Owner(s) must post fiscal security with the County in the amount of the estimated cost of the improvements. The Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owners and their successors and assigns until the public improvements have been accepted for maintenance by the County, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be part of the developer's construction.

THE STATE OF TEXAS *
THE COUNTY OF TRAVIS *
I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the _____ day of _____, 20____, A.D., at _____ o'clock _____ M., duly recorded on the _____ day of _____, 20____, A.D., at _____ o'clock _____ M., of said said County and State in Document Number _____
Official Public Records of Travis County.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK,
this the _____ day of _____, 20____, A.D.

Dana Debeauvoir, County Clerk
Travis County, Texas



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: April 3, 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 Sessions of March 13 and 20, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

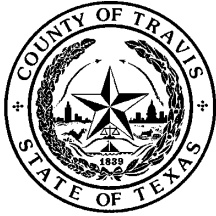
STAFF RECOMMENDATIONS:

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, March 13, 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 March 13, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Absent
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District Funds.

RESULT: NOT NEEDED

2. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of February 28, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Sarah Eckhardt

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, March 20, 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 March 20, 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: Make the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of March 6, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: April 3, 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 Session of March 20, 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, March 20, 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 March 20, 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: Make the investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 Minutes for the Voting Session of March 6, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



**Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**

Meeting Date: April 3, 2012

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

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve three invoices totaling \$1,900.00 for Group Exercise Classes provided by the Travis County Wellness program.

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.



Human Resources Management Department

HRMD RECEIVED

12 MAR 22 PM 3:50

700 Lavaca Street Ste. 420

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-6677

● TRAVIS COUNTY
PLANNING & BUDGET OFFICE

March 19, 2012

TO: Andrea Shields, Corporations Administrator

FROM: Hari Dhir, Medical Director

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 15 days, 30 sessions Boot Camp program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Elizabeth Sherman \$ 900.00 (30 sessions @\$30)

Please let me know if you need additional information.



INVOICE

12 FEB 28 AM 11: 58

Total Health by Elizabeth

PERSONNEL

7744 Yaupon Drive
 Austin, Texas 78759
 512.789.0094
eliz@elizabethsherman.com

INVOICE NO. 101
 DATE February 23, 2012
 CUSTOMER ID Travis County Health Clinic

TO Dan Mansour
 Travis County HRMD
 700 Lavaca Street, Suite 420
 Austin, Texas 78701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2/2/2012 12:00 - 12:30; bootcamp	\$ 30.00	\$ 30.00
1.00	2/2/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/7/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/7/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/9/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/9/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/14/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/14/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/16/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/16/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/21/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/21/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/23/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/23/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/28/2012 12:40 - 1:11; bootcamp	30.00	30.00
1.00	2/28/2012 12:40 - 1:12; bootcamp	30.00	30.00
SUBTOTAL			\$ 480.00
SALES TAX			
TOTAL			\$ 480.00

Make all checks payable to Elizabeth Sherman
THANK YOU FOR YOUR BUSINESS!



Human Resources Management Department

HRMD RECEIVED

12 MAR 22 PM 3:50

700 Lavaca Street Ste. 420

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-6677

**TRAVIS COUNTY
PLANNING & BUDGET OFFICE**

March 19, 2012

TO: Andrea Shields, Corporations Administrator

FROM: Hari Dhir, Medical Director

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 20 days, 40 sessions cardio program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Lee McCormick \$ 1000.00 (40 sessions @\$25)

Please let me know if you need additional information.



DYNAMIC SPEED
"Hard Work Pays- Off"

14400A Charles Dickens Dr.
 Pflugerville, Tx 78660
 512.748.8470
 512.669.9938

12 FEB 38 PM 4: 10
 PERSONNEL

INVOICE

TO:
 Travis County Human Resource
 1010 Lavaca St.
 Austin, TX
 512.854.9239

HOURS	DESCRIPTION	UNIT PRICE	TOTAL
20	40 sessions Strength & Conditioning Training (30 min. sessions) Cpt 97545 (Jan. 6th- Mar. 8th 2012)	40 units @\$25	\$1,000.00

SUBTOTAL	
SALES TAX	0.0
SHIPPING AND HANDLING	0.0
OTHER	
TOTAL	\$1,000.00

1. Copies of invoice will be updated monthly.
2. Unit price can be adjusted in accordance with the number of employees, entering the program.
3. Please notify me immediately if employee number changes and more units are needed.
4. Send all correspondence to:
 Lee Vesta McCormick
 14400A Charles Dickens Dr.
 Pflugerville, Tx 78660
 512.748.8470
 512.669.9938

Lee Vesta McCormick
 Authorized by Lee Vesta McCormick

3/5/2012