



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 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: Receive comments regarding a 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 was approved by the City of Austin Zoning and Platting Commission at its meeting on April 3, 2012, Single Office staff recommends approval of the motion.

ISSUES AND OPPORTUNITIES:

Notification

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 was placed on the subject property on April 10, 2012, announcing the date, time, and location of the public hearing. As of the writing on this request, staff has not received any inquiries regarding this resubdivision.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Location map
- Precinct map
- Existing final plat
- Proposed final plat
- Photo of Public Notice sign
- Affidavit of sign posting

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh
1101 - Development Services - Soto Subdivision Final Plat



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By: Wendy Scaperotta **Phone #:** 854-7655

Division Director/Manager: Randy Nicholson, Comprehensive Planning Manager

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to read "Samuel T. Biscoe".

AGENDA LANGUAGE: Receive comments regarding the proposed Travis County Land Conservation Program Guidelines, Conservation Easement Program Application, and Resolution Supporting Conservation of Natural and Cultural Resources in Travis County.

BACKGROUND/SUMMARY OF REQUEST:

Staff has drafted a process and associated documents for implementing Travis County's new program to conserve land through conservation easement agreements with willing landowners and in partnership with other agencies and land trusts. This public hearing allows the court to receive comments on the proposed process and associated documents.

STAFF RECOMMENDATIONS:

Receive comments regarding Travis County Land Conservation Program Guidelines, Conservation Easement Program Applications, and Resolution Supporting Conservation of Natural and Cultural Resources in Travis County.

ISSUES AND OPPORTUNITIES:

Public input will help improve and/or validate the proposed process and associated documents.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Exhibit A: Travis County Land Conservation Program Guidelines

Exhibit B: Conservation Easement Program Applications

Exhibit C: Resolution to Conserve Natural and Cultural Resources

REQUIRED AUTHORIZATIONS:

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

CC:

Tom Nuckols	County Attorney	Cty Attorney's Office	854-9415
Rose Farmer	Nat Res Program Mgr	TNR NREQ	854-7214
Wendy Scaperotta	Planning Project Mgr	TNR Planning	854-7655

: :
0101 - Administrative -



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

Division Director/Manager: Anna Bowlin, Division Director of Development Services

AD

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a 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:

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

ISSUES AND OPPORTUNITIES:

The 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:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request/Engineer's Letter
- Sign Affidavit and Pics
- 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
Teresa Calkins	Engineer	Development Services	854-7569

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Waterford on Lake Travis, Section Two



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

Division Director/Manager: Anna Bowlin, Division Director of Development Services

AB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a 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 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:

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

ISSUES AND OPPORTUNITIES:

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.

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:

N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request/Engineer's Letter
HOA Letter
Original 2007 Backup Memo
Addendum to 2007 Backup Memo
Sign Affidavit and Pics
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Long Canyon II-A



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

JB

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 \$1,347,518.33, for the period of April 6 to April 12, 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 \$1,347,518.33.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,347,518.33

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 24, 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: April 6, 2012 to April 12, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,347,518.33

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 \$1,347,518.33.*

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
APRIL 6, 2012 TO APRIL 12, 2012

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- 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 24, 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: April 6, 2012
 TO: April 12, 2012

REIMBURSEMENT REQUESTED: \$ 1,347,518.33

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,970,308.89
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 17, 2012	\$ (620,075.83)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,347,518.33
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,347,518.33

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 \$251,686.20) 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 (\$165,153.28) 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 (\$25,342.03).

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.

Not available
 Diane Poirot, Director, HRMD Date

[Signature]
 Dan Mansour, Risk Manager Date 4-13-12

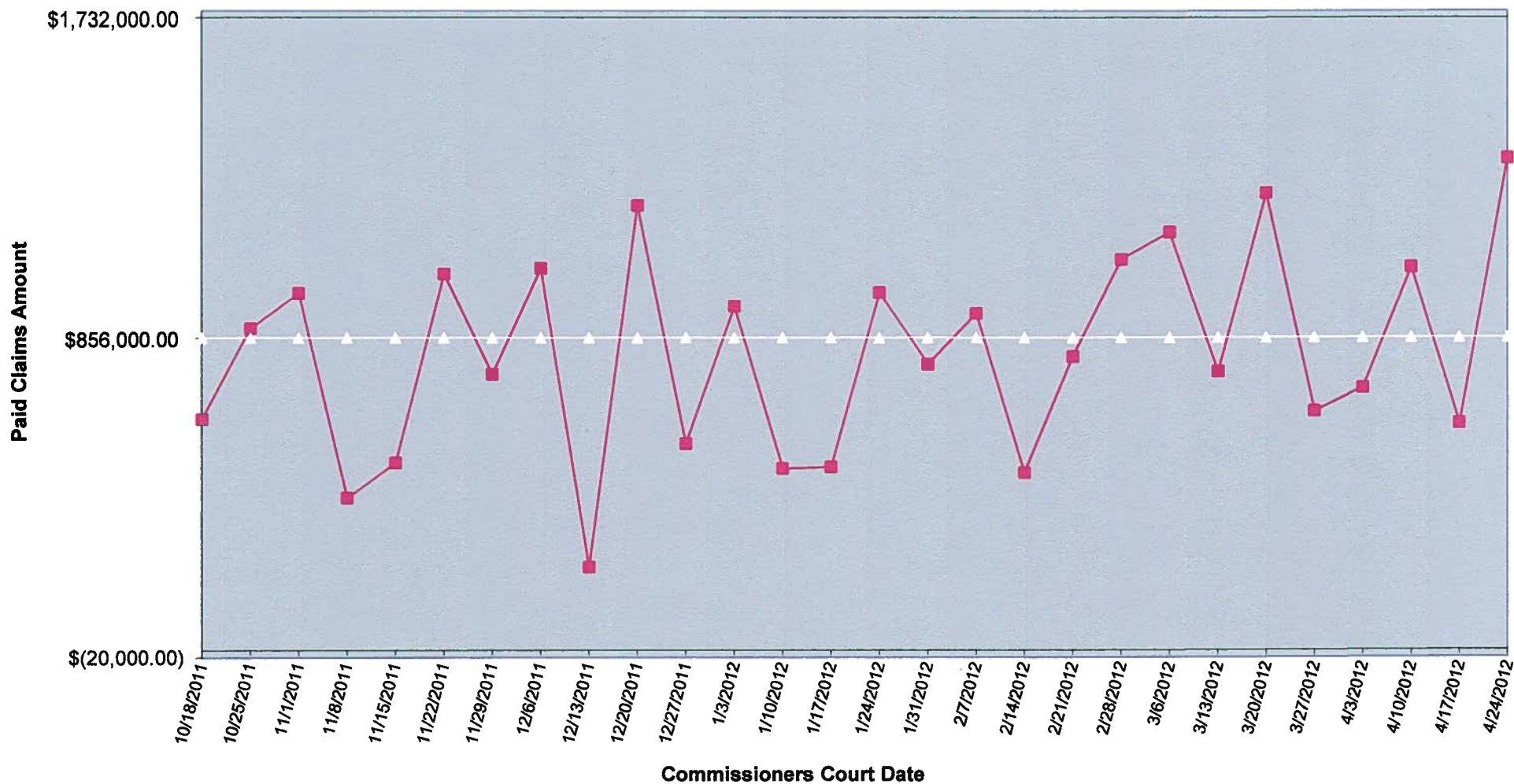
[Signature]
 Cindy Purinton, Benefit Contract Administrator Date 4-13-12

[Signature]
 Norman McRee, Financial Analyst Date

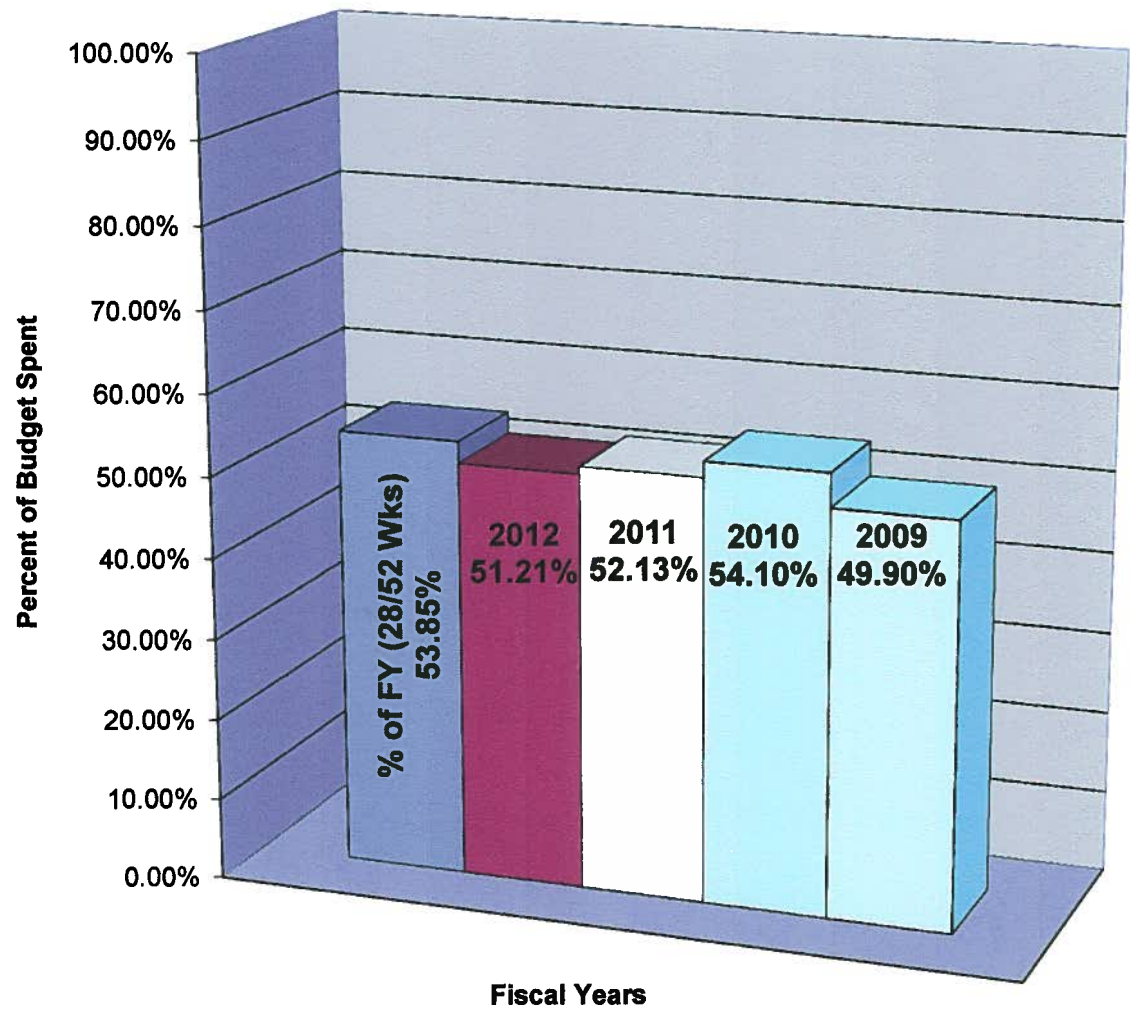
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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

2



Comparison of Claims to FY Budgets Week 28



7

Norman McRee

From: SIFSAX@UHC.COM
Sent: Friday, April 13, 2012 12:38 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: 2012-04-13 REQUEST AMOUNT: \$1,970,308.89

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-04-12 \$751,723.19
 - REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,916,317.81

+ CURRENT DAY NET CHARGE: \$53,991.08
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,970,308.89

ACTIVITY FOR WORK DAY: 2012-04-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$539,815.81	\$00.00	\$539,815.81
TOTAL:	\$539,815.81	\$00.00	\$539,815.81

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_04_12

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	\$ (311.00)	QG	91016898	AH		8 3/31/2012	50	4/9/2012	4/12/2012
701254	632	\$ (314.63)	A1	45394	AH		8 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (318.17)	A1	61000	AH		9 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (336.00)	QG	90952187	AA		9 4/8/2012	50	4/13/2012	4/12/2012
701254	632	\$ (336.00)	QG	91078542	AA		8 4/8/2012	50	4/13/2012	4/12/2012
701254	632	\$ (337.10)	A1	61037	AH		1 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (337.10)	A1	60861	AE		9 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (342.50)	A1	42053	AH		8 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (385.70)	A1	28035	AH		1 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (400.29)	A1	12336	AH		3 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (489.65)	A1	60836	AA		11 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (547.80)		28 5944158	AE		5 4/10/2012	50	4/13/2012	4/12/2012
701254	632	\$ (774.20)	A1	65346	AH		7 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (814.28)	A1	67208	AA		16 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (889.37)	A1	80914	AE		5 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (912.23)	A1	67410	AA		6 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (978.00)	QG	20764064	AA		6 3/30/2012	50	4/9/2012	4/12/2012
701254	632	\$ (986.95)	A1	60878	AA		1 4/1/2012	200	4/9/2012	4/12/2012
701254	632	\$ (1,182.73)	A1	42023	AA		8 4/1/2012	200	4/9/2012	4/12/2012

1,347,518.33

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 04/12/12

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

7

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

 For the payment week ending: 4/12/2012

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	149,361.90
	RR	
	526-1145-522.45-29	16,202.49
Total CEPO		\$165,564.39
EPO		
	EE	
	526-1145-522.45-20	241,560.61
	RR	
	526-1145-522.45-21	70,964.02
Total EPO		\$312,524.63
PPO		
	EE	
	526-1145-522.45-25	802,311.31
	RR	
	526-1145-522.45-26	67,118.00
Total PPO		\$869,429.31
Grand Total		\$1,347,518.33



Travis County Commissioners Court Agenda Request

Meeting Date: 4/24/2012

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

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 Poirot 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 Poirot, 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 24, 2012

ITEM # :

DATE: April 13, 2012

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget

FROM: Diane Poirot, Director, HRMD *TLO. for D.P.*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

LB/DP/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE
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NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Emergency Medical Svc	16	Star Flight Helic Pilot Sr	26 / Level 2 / \$77,251.20	26 / Level 2 / \$77,251.20
Juvenile Probation	108	Juvenile Rsdntl Trt Ofcr I**	13 / \$30,395.69	13 / \$30,395.69
Juvenile Probation	161	Juvenile Rsdntl Trt Ofcr I**	13 / \$30,395.69	13 / \$30,395.69
Juvenile Probation	257	Juvenile Rsdntl Trt Ofcr Sr	16 / \$37,271.00	16 / \$37,271.00
Juvenile Probation	529	Counselor Sr	17 / \$39,880.36	17 / \$39,880.36
Sheriff	29	Physician Asst Nurse Pract	25 / Midpoint / \$88,524.59	25 / Midpoint / \$88,524.59
Sheriff	705	Office Spec Sr	13 / Midpoint / \$37,042.72	13 / Midpoint / \$37,042.72
Sheriff	720	Office Spec Sr	13 / Midpoint / \$37,042.72	13 / Midpoint / \$37,042.72
Sheriff	967	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1543	Victim Counselor Sr	17 / Level 2 / \$41,995.20	17 / Level 2 / \$41,995.20
Sheriff	1869	Security Coord	13 / Midpoint / \$37,042.72	13 / Midpoint / \$37,042.72
Sheriff	1912	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1920	Security Coord	13 / Level 4 / \$33,883.20	13 / Level 4 / \$33,883.20
Tax Collector	60003	Tax Spec I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
TNR	409	Sign Tech	11 / Level 3 / \$28,808.00	11 / Level 3 / \$28,808.00
Temporary to Regular			** Actual vs Authorized	

THIS SECTION LEFT BLANK INTENTIONALLY.

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20433	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23241	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23254	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23266	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23284	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23293	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
Criminal Courts	50007	Court Bailiff	11 / \$12.70	11 / \$12.70	05
Fac Mgmt	20025	Groundskeeper	8 / \$11.68	8 / \$11.68	02
Fac Mgmt	50010	Building Security Guard***	8 / \$10.36	8 / \$10.36	05
Juvenile Probation	50128	Juvenile Rsdntl Trt Ofcr Asst	12 / \$13.59	12 / \$13.59	05
Juvenile Probation	50158	Juvenile Detention Ofcr Asst	12 / \$13.59	12 / \$13.59	05
Tax Collector	50013	Administrative Asst I	13 / \$14.54	13 / \$14.54	05
TNR	20050	Park Tech II	10 / \$12.00	10 / \$12.00	02
TNR	20064	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20069	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20070	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20071	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20072	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20073	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20075	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20077	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20078	Park Tech I	8 / \$11.00	8 / \$11.00	02
TNR	20091	Park Tech I	8 / \$11.00	8 / \$11.00	02

****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

***** Title/Pay Grade prior to 4/1/12 MSS implementation**

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Posit on Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Pretrial Services	34	Pretrial Ofcr I / Grd 16	Pretrial Ofcr I / Grd 16	\$37,271.10	\$39,134.66	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 – Posit on Title – Grade – Salary	Comments
Civil Courts	Slot 59 / Court Legal Mgmt Admin Dir / Grd 30 / \$100,797.73	Civil Courts	Slot 59 / Court Legal Mgmt Admin Dir / Grd 30 / \$104,325.65	Salary adjustment. Pay is between min and midpoint of pay grade.
Civil Courts	Slot 111 / Court Svcs Mgmt Admin Coord / Grd 18 / \$54,566.97	Civil Courts	Slot 111 / Court Svcs Mgmt Admin Coord / Grd 18 / \$56,476.81	Salary adjustment. Pay is between midpoint and max of pay grade.
Civil Courts	Slot 117 / Court Legal Mgmt Admin Dir / Grd 30 / \$118,850.53	Civil Courts	Slot 117 / Court Legal Mgmt Admin Dir / Grd 30 / \$123,010.30	Salary adjustment. Pay is between min and midpoint of pay grade.
Civil Courts	Slot 137 / Court Svcs Mgmt Admin Coord / Grd 18 / \$46,115.66	Civil Courts	Slot 137 / Court Svcs Mgmt Admin Coord / Grd 18 / \$47,729.71	Salary adjustment. Pay is between min and midpoint of pay grade.
Criminal Courts	Slot 13 / Court Legal Mgmt Admin Dir / Grd 30 / \$118,850.72	Criminal Courts	Slot 13 / Court Legal Mgmt Admin Dir / Grd 30 / \$123,010.49	Salary adjustment. Pay is between min and midpoint of pay grade.
Criminal Courts	Slot 175 / Project Mgr I / Grd 27 / \$91,497.76	Criminal Courts	Slot 175 / Project Mgr I / Grd 27 / \$94,700.18	Salary adjustment. Pay is between min and midpoint of pay grade.
Emergency Services	Slot 18 / Fire Marshal Asst Deputy II* *** / Grd 18 / \$56,476.80	Emergency Services	Slot 18 / Fire Marshal Asst Deputy I* / Grd 18 / \$56,476.80	Classification change to new job approved by CC on 3/13/12. Retains current pay.
Actual vs Authorized		*** Title/Pay Grade prior to 4/1/12 MSS implementation		

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Probation	Slot 298 / Juvenile Case Work Mgr / Grd 20 / \$52,907.50	Juvenile Probation	Slot 154 / Court Svcs Program Mgr* / Grd 24 / \$63,638.43	Promotion. Pay is at minimum of pay grade.
Juvenile Probation	Slot 551 / Juvenile Probation Ofcr Asst*** / Grd 12 / \$29,099.20	Juvenile Probation	Slot 551 / Juvenile Probation Ofcr Asst / Grd 13 / \$30,395.70	Error Correction to Pers Amend 3/27/12. Correcting pay grade and salary.
TCCES	Slot 7 / Office Asst / Grd 8 / \$29,070.66	Juvenile Public Defender	Slot 7 / Office Asst / Grd 8 / \$29,070.66	Error Correction to Pers Amend 4/10/12. Correcting department.
* Actual vs Authorized		*** Title/Pay Grade prior to 4/1/12 MSS implementation		

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 24, 2012

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON A TRAVIS COUNTY APPOINTMENT FOR A LOCAL PHYSICIAN TO THE AUSTIN-TRAVIS COUNTY EMS ADVISORY BOARD.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has four appointment positions on the Austin-Travis County EMS Advisory Board. The City of Austin has five appointments. We currently have one appointment position, a local physician, vacant and is in need of filling at this time. Attached is a letter of requested action explanation, and two candidates information who are very interested in applying for this position.

STAFF RECOMMENDATIONS:

Emergency Services recommends both candidates for consideration. We are only able to appoint one, so that is hard since both are very good.

ISSUES AND OPPORTUNITIES:

It is important to have full representation for Travis County on this board. Important issues are discussed each quarter and recommendations are important coming out of this board.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567



EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE
P.O.Box 1748 , AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

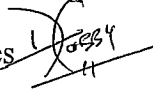
*Fire Marshal
Hershel Lee*

MEMORANDUM

*Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Director*

To: Travis County Commissioners Court

From: Danny Hobby, County Executive, Emergency Services 

Date: April 17, 2012

Subject: Appointment to the Austin-Travis County EMS Advisory Board

It is time for Travis County to fill our current vacant appointment position, a local physician, on the Austin-Travis County EMS Advisory Board. Travis County has four appointment positions on this board. The City of Austin currently has five appointment positions on this board. I have attached information for your review that will explain the appointments and the purpose of the board in general.

I request your consideration and appropriate action on the following Travis County appointment to the Austin-Travis County EMS Advisory Board:

- ***A Local Physician***- I have two names for your consideration. See attached resumes for your review.

I feel both are excellent candidates and will serve well in this capacity. I just wish we could appoint both, but we can only appoint one.

Thank you.

1.1.1 For all terms ending before October 1, 2011, 2 EMS Advisory Board remains effective and for all terms beginning on or after October 1, 2011, the following section 2.1 EMS Advisory Board is effective in its place:

2.1 EMS Advisory Board. City and County shall create and maintain an EMS Advisory Board with membership that includes representation from the County and the City and each type of organization and entity that participates in the provision of emergency medical services in Travis County. The membership shall be selected in accordance with a process approved by the Commissioners Court and the City Council. City and County adopt the advisory board general provisions stated in Exhibit G. The City Council and Commissioners Court may agree to dissolve the advisory board for any reason, including but not limited to the board's failure to meet. The EMS Advisory Board shall review the performance of the EMS System from the perspective of each of the types of organizations and entities of which it consists. The EMS Advisory Board shall be asked to consider and make recommendations about the most appropriate delivery or emergency medical services throughout Travis County.

1.1.2 For all terms ending before October 1, 2011, 4.2 EMS Presence in County remains effective and for all terms beginning on or after October 1, 2011, the following section 4.2 EMS Presence in County is effective in its place:

4.2 EMS Presence in Suburban County. Staff one ambulance at each location listed in Exhibit A-3, except for EMS 32 and EMS 36 on a 24/7 basis as specified by the EMS Medical Director in the Austin-Travis County EMS Clinical Operating Guidelines for ambulances within City and staff one ambulance at the locations listed as EMS 32 and EMS 36 in Exhibit A-3, on a 12/7 basis as specified by the EMS Medical Director in the Austin-Travis County EMS Clinical Operating Guidelines for ambulances within City. While the City and the County agree that the locations listed in Exhibit A-3 are suitable locations to position ambulances for geographic coverage during the initial term of the Agreement, the parties acknowledge that changes in locations may be warranted and the County agrees to allow the EMS Director to change the locations of these ambulances as appropriate to optimize Suburban County response coverage, based on changing response needs. EMS Director will consult with County EMS Manager on any changes that may have a major impact on County before implementation.

1.1.3 Effective October 1, 2011, subsections 4.3.1.2 STAR *Flight* Medical Director and 4.3.3.1.3 STAR *Flight* Medical Director Evaluation are deleted in their entirety.

1.1.4 For all terms ending before October 1, 2011, subsection 4.7.5 Collections, subsection 4.7.6 Collected Revenue Reported, subsection 4.7.7 Payment to County remain effective and for all terms beginning on or after October 1, 2011, the following subsections 4.7.5.1 Collections, subsection 4.7.6.1 Collected Revenue Reported, subsection 4.7.7.1 Payment to County are effective in their place:

EXHIBIT G

AUSTIN – TRAVIS COUNTY EMS ADVISORY BOARD

GENERAL PROVISIONS

1 DEFINITIONS.

- 1.1 **BOARD** means the Austin-Travis County EMS Advisory Board as described in the Interlocal Agreement between the City of Austin and Travis County.
- 1.2 **BOARD MEMBER** includes an alternate member.
- 1.3 **COMMITTEE** means a body of board members established by an affirmative vote of the board, consisting of at least three board members, to which the board has delegated a defined matter, or matters.
- 1.4 **WORKING GROUP** means a body of persons which may include board members and non-board members established by an affirmative vote of the board, consisting of less than a quorum of the board, to which the board delegates a defined matter, or matters, for consideration and recommendation to the board. A working group is automatically dissolved after it reports its recommendations to the board.

2 BOARD COMPLIANCE WITH OPEN GOVERNMENT.

- 2.1 The board shall comply with chapter 551 (*Open Meetings Act*). This subsection does not apply to working groups.

3 QUORUM AND ACTION.

- 3.1 A majority of the total number of authorized board members constitutes a quorum for the conduct of business. The board is comprised of nine members, of which five board members constitute a quorum.
- 3.2 A board action must be adopted by an affirmative vote of the number of members necessary to provide a quorum. For a nine member board, a board action must be adopted by an affirmative vote of five board members.
- 3.3 The number of members necessary to provide a quorum must be physically present at a meeting to conduct business.

4 STAFF SUPPORT.

- 4.1 The Austin – Travis County EMS Department provides staff support for the board and each committee of this board and each joint committee, including an executive to serve as executive board liaison and a staff member to serve as board liaison between the department and the board.

5 MEMBER ELIGIBILITY REQUIREMENTS AND REMOVAL.

- 5.1 A board member is appointed by and serves at the pleasure of the governing body that appoints that board member.
- 5.2 The board is comprised of a membership that represents the interests listed below. The following table represents each member representation and appointment body.

Representation	Appointment Body
Emergency Services District Boards of Commissioners	Travis County Commissioners Court
Neighborhood Groups	Austin City Council
Consumer informed about issues relating to Emergency Medical Services	Travis County Commissioners Court
St. David's Hospital representative	Austin City Council
Corporate response group representative	Austin City Council
Travis County representative	Travis County Commissioners Court
Seton Hospital representative, Physician	Austin City Council
Informed Consumer	Austin City Council
Local Physician knowledgeable about Emergency Medical and Trauma Services	Travis County Commissioners Court

- 5.3 A person who is registered or is required to register as a lobbyist under the Austin City Code Chapter 4-8 (*Regulation of Lobbyists*) or who is employed by a person registered or required to register under that chapter is not eligible to serve on a board until the expiration of three years after the date that the person ceases to be registered, required to be registered, or employed by a person registered or required to register.
- 5.4 A person must file a written application that is presented to the governing body that appoints that board position to be eligible for appointment to the board.
- 5.5 After a person is appointed to the board, the person is not eligible to begin service until the person has signed a written acknowledgment stating that the person:

- 5.5.1 has taken the oath of associated with the position; and
- 5.5.2 has received a copy of and agreed to comply with the City of Austin's ethics and personal responsibility guidelines
To maintain eligibility, a board member must:
 - 5.5.2.1 complete the board training required by Section 7 (*Training*);
 - 5.5.2.2 comply with the attendance requirements of Section 9 (*Attendance Requirements And Automatic Vacation*).
- 5.6 A person may not serve on more than one City-established board simultaneously, except as a representative of another board or as required by federal or state law or City ordinance or resolution.
- 5.7 A board member who becomes ineligible to serve under federal or state regulation may not continue to serve even though a successor has not been appointed.
- 5.8 A board member may be removed at any time by an affirmative vote of the majority of the governing body that appointed that board member.
- 5.9 Unless otherwise provided by these general provisions, a City or County employee may not serve as a member of board if:
 - 5.9.1 the employee is classified at the executive level;
 - 5.9.2 the employee is required to file an annual financial statement;
 - 5.9.3 the City employee works for the Law Department, the Financial Services Department, the Purchasing Department, or the Project Management Division of the Public Works Department of the City of Austin or the County employee works for the County Attorney, Planning and Budget Office, or the Purchasing Office of Travis County;
 - 5.9.4 the employee is a purchasing agent or has the authority to purchase or contract for the City;
 - 5.9.5 the subject matter within the scope of the City or County department in which the City or County employee is employed makes it likely that the board will consider subject matter related to the City or County department; or
 - 5.9.6 the Austin – Travis County EMS department in which the employee is employed provides staff support to the board.

6 MEMBERSHIP TERM AND LIMITATION.

- 6.1 A board member is appointed for a term of up to three years beginning August 1st. The tenure of a board member appointed by a City Council member runs concurrently with the tenure of the City Council member who appoints the member.
- 6.2 Except as provided in Subsection 6.3, a board member may serve not longer than nine consecutive years on the board.
- 6.3 A board member who has served nine years on the board is not eligible for reappointment until the expiration of two years after the last date of the member's service on the board.

7 TRAINING.

- 7.1 A board member must comply with the training requirements of this section to maintain eligibility to serve on the board. A board member who does not comply with the training requirements automatically vacates his position, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*).
- 7.2 Each board member must complete a board course developed by staff not later than the 90th day after the date of the member's appointment or reappointment. The training shall include:
 - 7.2.1 a review of a board member's personal and ethical responsibilities;
 - 7.2.2 the role of council and staff and the council-manager form of government;
 - 7.2.3 the role of advisory boards in making recommendations and advising City Council and County Commissioners' Court;
 - 7.2.4 board procedures, including attendance and quorum;
 - 7.2.5 Government Code Chapter 551 (*Open Meetings Act*), Robert's Rules of Order, and Americans with Disabilities Act requirements; and
 - 7.2.6 conflict resolution.

8 CONFLICT OF INTEREST AND RECUSAL.

- 8.1 This section is cumulative of Austin City Code Chapter 2-7 (*Ethics And Financial Disclosure*) and Local Government Code Chapter 171 (*Regulation Of Conflicts Of Interest Of Officers Of Municipalities, Counties, And Certain Other Local Governments*). Under this section a board member has a conflict of interest if the City Code or another law prohibits the board member from taking action on a vote

or decision before the board.

- 8.2 At each meeting, a board member shall sign an attendance sheet and shall indicate:
 - 8.2.1 that the board member has no conflict of interest related to any item on the agenda; or
 - 8.2.2 the number of an agenda item for which the board member has a conflict of interest.
- 8.3 At each meeting of a committee to which a board member is appointed, a committee member shall sign in on a sheet provided and shall indicate:
 - 8.3.1 that the committee member has no conflict of interest related to any item on the committee meeting agenda; or
 - 8.3.2 the number of an agenda item for which the committee member has a conflict of interest.
- 8.4 Failure by a member to comply with Subsections 8.2 and 8.3 results in that member being counted as absent from the board meeting; such an absence is an unexcused absence. Any vote or votes cast by a member who fails to comply with Subsections 8.2 or 8.3 are not counted at the board or committee meeting at issue.

9 ATTENDANCE REQUIREMENTS AND AUTOMATIC VACATION.

- 9.1 Except as provided in Subsection 9.2, a board member automatically vacates the member's position if the member is absent for two consecutive regular meetings or one-half of all regular meetings in a rolling 12-month period, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*). Attendance by a board member at committee meetings and working group meetings is not considered for purposes of determining the board member's compliance with attendance requirements.
- 9.2 Subsection 9.1 does not apply to an absence due to the following:
 - 9.2.1 the board member's illness or injury;
 - 9.2.2 the illness of or injury to a member of the board member's immediate family; or
 - 9.2.3 the birth or adoption of the board member's child, for 90 days after the birth or adoption.

The board member must notify the staff liaison of one of these stated reasons for the absence not later than the date of the next regular meeting of the board. For an absence due to the birth or adoption of the board member's child, the board member must notify the staff liaison not later than the date of the next regular meeting after the birth or adoption.

- 9.3 The Austin – Travis County EMS department assigned to provide staff support to the board shall keep attendance records and notify the Austin City Clerk and County Executive Emergency Services if a board member fails to comply with attendance requirements.
- 9.4 The Austin City Clerk and County Executive Emergency Services Manager shall notify the nominating City Council member or County Commissioners Court if a board member's attendance record creates an automatic vacancy that requires a new appointment.

10 VACANCY AND HOLD-OVER CAPACITY.

- 10.1 A board member whose term has expired continues to serve in a hold-over capacity until the earlier of the date a successor is appointed to fill the position or the 60th day after the term expiration date.
- 10.2 A board member who automatically vacates his position under Section 7 (*Training*) may maintain eligibility:
 - 10.2.1 if, not later than the 30th day after the applicable deadline, the member completes the eligibility requirement; and
 - 10.2.2 the member continues to serve in a hold-over capacity until the earlier of the date a successor is appointed to fill the position or the 60th day after the expiration of the applicable deadline.
- 10.3 A board member who vacates his position under Section 9 (*Attendance Requirements and Automatic Vacation*) continues to serve in a hold-over capacity until the earlier of the date a successor is appointed to fill the position or the 60th day after the date the Austin City Clerk or County Executive Emergency Services notifies the nominating City Council member or County Commissioners Court that the board member's attendance record creates an automatic vacancy that requires a new appointment.

11 BOARD AUTHORITY AND ACTION.

- 11.1 The board serves only in an advisory capacity to the Austin City Council and County Commissioners Court, unless granted specific authority by both the Austin City Council and County Commissioners Court.

- 11.2 An individual board member may not act in an official capacity except through the action of a majority of the board.
- 11.3 The board must take action or make a recommendation to the Austin City Council and County Commissioners Court not later than the 90th day after the City Manager or County Judge has referred an item to the board for review. If the board does not act timely as required under this subsection, the Austin City Manager or County Judge may forward an item to the Austin City Council or County Commissioners Court without a board recommendation.

12 OFFICERS AND COMMITTEES.

- 12.1 The board shall annually select from its membership a chair and any additional officers that the board finds appropriate.
- 12.2 A person may not serve as an officer in a designated position of the board for more than three consecutive one-year terms. A person who has served as an officer in a designated position of a board for three consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person's service in that office, unless, by a two-thirds vote, the board votes to reelect the person to that designated office for an additional term. For a nine member board, six members constitute a two-thirds vote.
- 12.3 The board may create a committee from its membership to aid the board in carrying out its purpose. A board may not designate or appoint a non-member to serve on a committee. A board may not create a joint committee with another board unless directed by a formal action of the City Council or Commissioners Court to do so.
- 12.4 A meeting of a committee or a joint committee shall be posted under Government Code Chapter 551 (*Open Meeting Act*).
- 12.5 In lieu of creating a committee, a board may create a working group to consider a defined matter or matters and report its findings and recommendation to the board. A working group is not required to comply with Government Code Chapter 551 (*Open Meetings Act*) or to keep minutes of its meetings.

13 MEETING REQUIREMENTS.

- 13.1 The board shall meet not less often than quarterly. The board shall annually approve a regular meeting schedule and file the schedule with the Austin - Travis County EMS department. The board may only call one meeting each quarter in addition to its regularly scheduled meetings, unless the unscheduled meeting is required to comply with a statutory deadline or a deadline established by Austin

City Council or Travis County Commissioners Court.

- 13.2 The board shall comply with Government Code Chapter 551 (*Open Meetings Act*).
- 13.3 The board may not conduct a closed meeting without the approval of the Austin City Attorney and the Travis County Attorney.
- 13.4 Each board meeting agenda shall provide for citizen communication.
- 13.5 A board liaison shall submit a meeting agenda through the city's on-line agenda posting system and the County Judge's office for each meeting.
- 13.6 The Austin City Clerk shall post each board meeting agenda and keep a record of postings for all board meetings.
- 13.7 The board and each committee shall keep and post minutes of its meetings on the designated on-line system. The minutes shall:
 - 13.7.1 list the members in attendance;
 - 13.7.2 state the subject of each deliberation; and
 - 13.7.3 indicate each vote, recommendation approved, or other action taken.
- 13.8 After first consulting with and receiving input from the staff liaison, the board chair shall approve each final meeting agenda prior to posting. Two or more board members may place an item on the agenda by oral or written request to the staff liaison at least five days before the meeting.

14 MEETING PROCEDURES.

- 14.1 Board meetings are governed by Robert's Rules of Order and the bylaws of the board.
- 14.2 The board shall adopt board bylaws. A board meeting may not extend beyond 10:00 p.m., unless the board votes to continue.

15 FAILURE TO MEET.

- 15.1 Austin – Travis County EMS department employee who is assigned to provide staff support to the board shall notify the Austin City Clerk and County Executive Emergency Services if the board fails to post notice of and conduct a meeting for six months.

- 15.2 The Austin City Clerk and County Executive Emergency Services shall send written notice to the Austin City Council and the Commissioners Court of the board's failure to convene for six months. The Austin City Clerk shall make a recommendation to the Austin City Council on whether to continue the board within 60 days of receiving notice under this subsection. The County Executive Emergency Services shall make a recommendation to the Travis County Commissioners Court on whether to continue the board within 60 days of receiving notice under this subsection. The board shall not be dissolved unless both the Austin City Council and the Travis County Commissioners Court vote to dissolve it.

16 ANNUAL INTERNAL REVIEW AND REVIEW REPORT.

- 16.1 Each calendar year, the board chair must conduct an internal review of the board and prepare an internal review report using the template provided by the staff liaison. The internal review report must be filed with Austin – Travis County EMS by March 31 of each year.
- 16.2 The report must include the following:
 - 16.2.1 a statement of the board's mission and a description of the board's actions in furtherance of that mission during the previous calendar year; and
 - 16.2.2 the board's goals and objectives for the new calendar year.

17 DISSOLUTION.

- 17.1 The Austin City Council or County Commissioners Court may vote to dissolve the board at any time.
- 17.2 If abolished by the Austin City Council and the Travis County Commissioners Court, the board may continue in existence for a period not more than 30 days after the effective date of the last action to dissolve, for the limited purpose of making recommendations to the City Council and Commissioners Court on the conclusion of matters pending before the board.

18 RULES OF ORDER.

- 18.1 Each person and board member attending a board meeting should observe decorum. A person or board member should not speak out of turn, use disparaging or abusive language, or make threats of violence against any other person during a board meeting.
- 18.2 The presiding officer:

18.2.1 should maintain order;

18.2.2 should exercise the officer's authority impartially; and

18.2.3 may shorten a person's speaking time or ban a person from speaking for the duration of a meeting only for a violation of decorum set out in this section.

LOCAL PHYSICIAN

- 1) Vard Curtis, M.D.
- 2) Juliette Madrigal-Dersch, M.D.

Danny Hobby

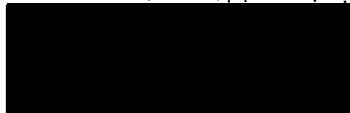
From: Vard Curtis [REDACTED]
Sent: Wednesday, April 18, 2012 3:50 PM
To: Danny Hobby
Subject: EMS Advisory Board

To Whom it May Concern,

I wish to apply for the vacant physician slot on the EMS Advisory Board. I have long wanted to take a more active role in administrative and EMS issues, and this seems like a great opportunity for me. I also feel like my experience as Medical Director of the new Pflugerville Emergency Center would help me be a valuable member of The Board.

Thank You,
Vard Curtis, M.D.

VARD CURTIS III, M.D.



BACKGROUND:

Citizenship United States
Marital Status Married; Evy Curtis
Children Kendal (12), Riggs (7), Helene (4)

EDUCATION:

**Board Certified by American Board of Emergency
Medicine since 2003**

Residency, Emergency Medicine

Department of Emergency Medicine
University of Florida, Shands-Jacksonville
655 W 8th Street, Jacksonville, FL 32209
July, 1999- June, 2002

Chief Resident

Department of Emergency Medicine
University of Florida, Shands-Jacksonville
May, 2001-June, 2002

Internship, General Surgery

Department of Surgery
University of Kentucky
800 Rose Street, Lexington, KY 40536
July, 1998-June, 1999

M.D. University of Kentucky College of Medicine

Lexington, KY 40536
Graduation with **High Distinction (GPA>3.7)**
August, 1994-May, 1998

B.S. Vanderbilt University, College of Arts and Science

West End Ave, Nashville, TN 37240
Major: Molecular Biology
Marvin Friedman Honor Scholar
August, 1989- May, 1993

**E.D. WORK
EXPERIENCE**

Capitol Emergency Associates

900 West Avenue, Austin, TX 78701
Pflugerville Emergency Center- **Medical Director**

St David's Medical Center, Volume 65,000
North Austin Medical Center, Volume 45,000
Round Rock Medical Center, Volume 50,000
Georgetown Hospital, Volume 30,000

July, 2005- present

Macdill Air Force Base Emergency Department

Active Duty Air Force
Assistant Medical Director
Tampa, FL 33621
July, 2002- July, 2005

Incirlik Air Force Base Emergency Room

Military Deployment: Op. Enduring Freedom
Director of Emergency Services
Adana, Turkey
July, 2003- November, 2003

Morton Plant Hospital

Clearwater, FL 33756
Volume 60,000
August 2002- July, 2005

North Bay Hospital

New Port Richey, FL 34652
July, 2002- June, 2005

University of Florida, Shands-Jacksonville

Level 1 Trauma Center
Volume 110,000
July, 1999- June, 2002

Orange Park Medical Center

Jacksonville, FL 32703
Volume 45,000
August, 2000- June, 2002

Satilla Regional Medical Center

Waycross, GA 31501
Volume 35,000
March, 2001- July, 2002

Baker County Hospital

Macclenny, FL 32063

June, 2001-June, 2002

Charlton Memorial Hospital
Folkston, GA 31537
October, 2000-June, 2002

Crisp Regional Hospital
Cordele, GA 30105
November, 2000-June, 2002

AWARDS:

Global War on Terror Service Medal
United States Air Force
February 9th, 2005

Promoted to Rank of Major
United States Air Force
May 24th, 2004

Commander's Recognition Award
Outstanding customer service
Macdill Air Force Base
February 5th, 2004

Outstanding Leadership Award
Department of Emergency Medicine,
University of Florida
June 21st, 2002

Chief Resident
Department of Emergency Medicine,
University of Florida
July, 2001- June, 2002

COMMITTEES:

Quality Assurance
St David's Emergency Dept.
September, 2005- January, 2008

Quality Management/Health Info Management
St. David's Hospital
September, 2005- January, 2008

Leadership Committee

**St. David's Emergency Dept
July, 2007- January, 2008**

References available on request

Juliette Madrigal-Dersch, M. D.



BOARD CERTIFICATION

Board certified in Pediatrics, October 2001-present

Board certified in Internal Medicine, August 2002- present

EDUCATION/TRAINING

University of Oklahoma School of Medicine, Tulsa Campus

Internal Medicine-Pediatrics Residency Program, completed June 2001

University of Oklahoma School of Medicine, Tulsa Campus

Internal Medicine-Pediatrics Internship, July 1997-1998

Texas A&M College of Medicine

Doctor of Medicine, 1993-1997

University of Texas at Austin

Completed medical education prerequisites, 1991-1993

EMT, Westchester County, NY 1990-1991

University of Texas at Austin

BS Advertising, Cum Laude, 1986-1990

Communication School's Honor Program, Senior Fellows

WORK EXPERIENCE

Solo Fee-for-Service Private Practice, Marble Falls, TX

Internal Medicine/Pediatrics Primary Care Physician

September 2002- present

Medical Director, City of Horseshoe Bay, Fire and Rescue

2011- present

Medical Director, City of Marble Falls, Fire and Rescue

2003- present

Medical Director, Spicewood EMS

2004- present

County Health Authority, Burnet County, TX

2003-present

Camp Physician, Camp Champions

2002-present

Medical Director, Marble Falls Area EMS

2003-2010

Camp Physician, Camp Longhorn

2002-2009

Medical Director, Burnet EMS

2004-2007

Emergency Service Partners, Austin, TX

Attending Physician in ED

July 2001- February 2003

Emergency Room Physician, Mayes Co. Hospital, Pryor, OK

July 2000- June 2001

Springer Clinic Pediatric After Hours Clinic, Tulsa, OK

Physician coverage of pediatric after-hours clinic

May 2000- June 2001

Emergency Room Physician, Henryetta Hospital, Henryetta, OK

May 2000- June 2001

Emergency Room Physician, Emergency Care Inc., Saint Francis Hospital, Tulsa, OK

Over 500 hours of Emergency Room Experience

September 1998- April 2000

Hospital Physician, Children's Medical Center, Tulsa, OK

Performed Histories and Physicals, sick visits, and call for children and adolescents hospitalized for psychiatric treatment

January 1999- October 1999

Tutor, The University of Texas

Mentor and tutor for male and female athletes

October 1987-December 1994

Account Executive, Airport Interviewing and Research, White Plains, NY

Conducted field research, analyzed statistical data, wrote reports, presented findings, and published articles in national trade journals

August 1990- July 1991

Account Planning Assistant, The Richards Group, Dallas, TX

Paid internship collecting and analyzing secondary and primary research, tabulated and analyzed data and wrote reports on findings

May 1989-August 1989

VOLUNTEER WORK

Lake Travis ISD School Health Advisory Council

Sexual Health Committee

2011-present

Highland Lakes Service League,

Medial Committee Chair

2004-2009

Camp Agape, Board Member

Non-profit group supporting children with losses

2005-2007

Group Leader; Project 600, Temple High School, Temple, TX

Lead discussions with incoming freshman students regarding sexual responsibility and abstinence, 1996

Volunteer Emergency Medical Technician, Westchester Hospital, NY
and White Plains Hospital, NY

Aided in triage, codes, and communication with families, 1990-1991

Peer instructor, The University of Texas – Student Health Center, Austin

Taught “Methods of Contraception” and “Safe Sex” classes, 1988- 1990

Field Research/Analysis, University of Texas, Austin

Assisted doctoral candidates in field research, 1990

English instructor, City of Farmers Branch, TX

Taught English to persons wishing to become US Citizens, 1987

SPEAKING EXPERIENCE

Congressional Panel for Health Care Reform, Washington, DC, April 2009

Neil Cavuto Show, Guest Panelist 2009

American Association of Physicians and Surgeons, Speaker 2005- present

Texas Medical Association Annual Meeting, Speaker 2005

HONORS AND ACTIVITIES

American Association of Physicians and Surgeons President Elect

October 2011

American Association of Physicians and Surgeons Board Member

2009- present

Greater Hill Country Child Advocacy Member February 2003-2007

Med- Peds Chief Resident, July 2000- June 2001

American College of Physicians- American Society of Internal Medicine, Oklahoma Chapter, Council Member; January 2000- June 2001

Medical Education Self-Study Committee

One of two students chosen to work with faculty on internal review and analysis for reaccreditation of A&M college of Medicine

Texas A&M Academic Excellence Scholarship Award, 1996

Texas Medical Association Student Member and Conference Attendee, 1993-1996

Minority Issues in Medicine, President, Texas A & M College of Medicine

Organized community wide blood pressure, blood glucose screening and immunizations (over 600 participants). Initiated tutor program for "kids at risk" at local elementary school. Sponsored CPR training for medical students.

Camp John Marc, Recruited incoming medical students to act as camp counselors at camp for chronically and terminally ill children, 1994

University of Texas Rifle Team member, 1992

President of University of Texas Racquetball Club, 1989

PROFESSIONAL ORGANIZATIONS

AAPS member

TMA member

NRA member

PROFESSIONAL CERTIFICATION

Advanced Trauma and Life Support

Pediatric Advanced Life Support

Advanced Cardiac Life Support

Neonatal Advanced Life Support

CPR

Emergency Medical Technician 1990-1994



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Lee Perry/49724; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 4 to Contract No. 11K00124LP, Hardcore Shotcrete, for NE Metro Park, Phase 3, Project 1 – Skatepark.

- **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 NE Metro Park, Phase 3, Project 1 - Skatepark is a construction project to build a Skatepark and BMX Bicycle Bowl on the 400 acre park located in precinct 2.
- This Change Order number four (4) is for adding synthetic turf, turf grass, concrete pads for the concession area and bleacher area. This change order is in the amount of \$53,817.30, and increases the contract amount from \$1,248,576.06 to \$1,302,393.36.
- Change Order number three (3) for the above contract was for the addition of a BMX Bicycle Bowl adjacent to the existing skatepark location with sidewalk plaza. The BMX Bicycle Bowl is needed to accommodate BMX bicycle riders and allows for more participation by users and reduces possible user conflicts and safety issues between skateboarders and BMX bicycle riders. This change order is in the amount of \$236,703.94, and increases the contract amount from \$1,011,872.12 to \$1,248,576.06.
- Change Order number two (2) for the above contract was for the addition of special skating features; such as galvanized steel edge coping, floor drain, and other miscellaneous improvements. This Change

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.

Order increased the contract by \$41,129.87, from \$970,742.25 to \$1,011,872.12.

- Change Order number one (1) for the above contract was for an increase to quantities due to field conditions for trenching, primary conduits and hot dipped galvanized steel edging. This Change Order increased the contract by \$33,200.00 from \$937,522.25 to \$970,742.25.
- **Contract Expenditures:** Within the last 12 months \$1,051,195.45 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$937,522.25
Contract Type: Construction
Contract Period: Through Completion

➤ **Contract Modification Information:**

Modification Amount: \$53,817.30
Modification Type: Construction
Modification Period: Through Completion

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

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

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

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 556348
- Funding Account(s): 518-4945-809-8120
- 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.

TRANSPORTATION AND NATURAL RESOURCES

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



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

April 4, 2012

MEMORANDUM

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

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

SUBJECT: NE Metro Ph III Skate Park Change Order No 4, Contract No. 11K00124LP

The following information is provided for your use in preparing a request to Commissioners Court for the approval of Construction Change Order No. 4 for the NE Metro Ph III Skate Park project. Please contact me at 854-9429 if you have any question or need further information.

Proposed Motion:

Consider and take appropriate action on a request to approve the Construction Change Order No. 4 for the NE Metro Ph III Skate Park project in Precinct 2.

Summary and Staff Recommendations:

NE Metro Ph III Skate Park is a voter approved 2005 bond project. In April 2011, Travis County entered into a Construction Contract with Hardcore Shotcrete, Inc. to construct a Skate park. The construction contract amount is \$1,248,576.06 and the amount of this change order is \$53,817.30 Work added in this Change Order #4, includes adding synthetic turf, turf grass and concrete concession and bleacher pads.

Budgetary and Fiscal Impact

Funding for this construction contract is from the 2005 bond funds. Sources of funding required for this change order is provided in the following:

Requisition # 556348
Acct # 518-4945-809-8120 0502UN
Comm. / Sub-comm.: 988/064 and 988/098

Background:

NE Metro Park is a 400+ acre metro park located at 22703 Pecan Street. Improvements for the park will consist of approximately 26,780 SF Plaza Style skate elements, a 6,617 SF multi depth bowl skate element, drainage and sport pole lighting.

Attachments:

Change Order Form and Log

CC: Charles Bergh, Robert Armistead, TNR Parks
Steve Sun, Roger Schuck, TNR Public Works
Cynthia McDonald, Brunilda Cruz, TNR Financial Services
Marvin Brice & Lee Perry, County Purchasing

**TRAVIS COUNTY - TNR
CHANGE ORDER REQUEST FORM
CHANGE ORDER NO.4**

Project N 25,291

Contractor: Hardcore Shotcrete, Inc.

Contract No.: 11K00124LP

Change Order Description:

Plan quantity over runs
added seeding and concrete slabs to contract

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

Correct design errors

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES		
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)	PREVIOUS AMOUNT
32	Hydromulch sahara Bermuda	SF	47,460	0.230	\$ 10,915.80	47,460.00	\$ 0.23	\$ 10,915.80			\$ -
33	Synthetic Turf	LS	1	21,769.500	\$ 21,769.50	1.00	\$ 21,769.50	\$ 21,769.50			\$ -
9	Conc. cession slabs (15'x24')	SF	720	9.85	\$ 7,092.00	25,291	\$ 9.85	\$ 249,115.96	24,571	\$ 9.85	\$ 242,023.96
9	Conc. Bleacher slabs (10' x 15')	SF	450	9.85	\$ 4,432.50	25,741	\$ 9.85	\$ 253,548.85	25,291	\$ 9.85	\$ 249,116.35
10	Color	SF	1,120.00	0.90	\$ 1,008.00	13,229	\$ 0.90	\$ 11,906.10	12,109	\$ 0.90	\$ 10,898.10
7	Bowl Profile Shotcrete Overrun		273.00	31.50	\$ 8,599.50	11,172	\$ 31.50	\$ 351,918.00	10,899	\$ 31.50	\$ 343,318.50
TOTAL					\$ 63,817.30			\$ 899,174.21			\$ 846,356.91

Material: \$4,446.00
Service \$ 49,371.30
TOT \$ 53,817.30

NET OVERRUN(UNDERRUN) \$ 53,817.30

TIME Extension: 0 Days

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any event or circumstance arising from this Change Order.

REQUESTED BY:



Contractor Date

3-30-12

RECOMMENDED FOR APPROVAL BY:



Project Manager Date 3/30/2012

NOTICE to the CONTRACTOR:

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

APPROVED:



TNR Executive Manager Date

Division Manager Date

Purchasing Agent Date

Public Works Director Date

County Judge Date

Purchase Requisition

Number : 0000556348
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53936 MOD#4 PO472514 CONTRACT11K00124LP ATTN:PERRY
 By : TAWANA GARDNER 854-7679
 Date : 4/04/12
 Vendor : 79348 HARDCORE SHOTCRETE INC
 Contract nbr :
 Ship to : AI AS INDICATED BELOW
 Deliver by date : 4/04/12
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	51126.44	DOL	CONSTRUCTION SERVICES
2	2690.86	DOL	5% RETAINAGE
			ADDITIONAL CONSTRUCTIONS FOR NE METRO PARK - SKATE +

Total: 53817.30

COMMENTS EXIST

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

Account Balance Inquiry

Project Req'd

Account number . . . : 518-4945-809.81-20
Fund : 518 PERM IMPROV BONDS 2010
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 9 COMM&ECON DEV (PKS & REC)
Element : 81 CAPITAL OUTLAY
Object : 20 PURCHD SERV-PARK IMPRVMNT

Original budget :	0	
Revised budget :	2,305,901	03/29/2012
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	493,447.57	
Unposted expenditures :	.00	
Encumbered amount :	976,612.37	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	205,458.87	
Total expenditures & encumbrances:	1,675,518.81	72.7%
Unencumbered balance :	630,382.19	27.3

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



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By/Phone Number: Bonnie Floyd, 854-4173

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: DECLARE ITEMS AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE.

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

The court will note that some of the items on the list have purchase dates of 2002 through 2012 with an acquisition method of F/A which means "Found At Inventory". That does not necessarily mean the items were bought during those years and now they are no longer useable. In nearly every case, the year reflects when the item was found within the department and entered into the HTE tracking system. Despite our best efforts, not all departments totally comply with our inventory policies and procedures.

Pursuant to Section 263.151, declare equipment as Surplus Property.

LOT#	E-ASSET #	AQ.	TYPE	YEAR	TAG	IMP.	DESCRIPTION	SERIAL	COST	INS	DEPT	DIV	P.O.	ASSET	LOC.	STA	ACCT.
1	N/A	N/A	N/A	N/A	N/A	N/A	30 OLD SOLID CORE DOORS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
2	2992	FA	IEK	2012	144783	0	HOBART SLICER	561123705	\$0.00	\$0.00	15	10		104414	TCAUC3	A	8036
3	2989	PO	OGH	2005	124621	0	ELECTRIC PALLET JACK, MULTI-TON	4.90146E+11	\$2,267.10	\$0.00	15	10	307122	73972	TCAUC3	A	8015
4	N/A	N/A	N/A	N/A	N/A	N/A	3 USED HYDRAULIC LIFTING JACKS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A	N/A	1 PALLET OF USED CRUTCHES AND WALKERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
6	2990	PO	EEE	2002	106213	0	DEBIT CARD DISPENSER/ ENCODER, ACD #3180	N/A	\$0.00	\$2,950.00	15	10	223208	56905	TCAUC3	A	8012
6	2990	PO	EEE	2002	106220	0	DEBIT CARD READER/ESCROW UNIT, ACD #2001 ESB/C8	2001ESBC372914	\$0.00	\$2,215.00	15	10	223208	56910	TCAUC3	A	8012
6	2990	PO	EEE	2002	106221	0	DEBIT CARD READER/ESCROW UNIT, ACD #2001 ESB/C8	2001ESBC37291	\$0.00	\$2,215.00	15	10	223208	56911	TCAUC3	A	8012
6	2990	PO	EEE	2002	106226	0	DEBIT CARD READER/ESCROW UNIT, ACD #2001 ESB/C8	2001ESBC372865	\$0.00	\$2,215.00	15	10	223208	56916	TCAUC3	A	8012
6	2990	PO	EEE	2002	106228	0	DEBIT CARD READER/ESCROW UNIT, ACD #2001 ESB/C8	2001ESBC372866	\$0.00	\$2,215.00	15	10	223208	56918	TCAUC3	A	8012
7	N/A	N/A	N/A	N/A	N/A	N/A	2 USED WHEEL CHAIRS AND 1 USED WALKER	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A	N/A	1 USED ELECTRIC WHEEL CHAIR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A	N/A	1 SKID OF PLASTIC TRAY CONTAINERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A	N/A	3 GLASS DISPLAY CASES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A	N/A	25 PALLETS OF MODULAR EQUIPMENT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A	N/A	HOLT GAS GENERATOR MODEL# 220NGW-8R	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A	N/A	STAINLESS STEEL STORAGE SHELVES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A	N/A	37 THEATER SEATS AND 7 PEDESTAL CHAIRS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A	N/A	8,000 GALLON STEEL EMULSIFIED ASPHALT TANK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
16	N/A	N/A	N/A	N/A	N/A	N/A	HAMMOND ORGAN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A	N/A	25 FILING CABINETS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A
18	N/A	N/A	N/A	N/A	N/A	N/A	2 - PVI ATMOSPHERIC 250 GAL. GAS WATER HEATERS MODI	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	N/A	N/A



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: AUTHORIZE PURHCASING AGENT TO COMMENCE NEGOTIATIONS WITH THE HIGHEST QUALIFIED FIRM, BROWN & GAY ENGINEERS, INC. FOR ENGINEERING SERVICES IN RESPONSE TO RFQ NO. Q120134-JW, LAKE OAK ESTATES SUBSTANDARD ROAD IMPROVEMENTS PROJECT (TNR).

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This project is for the necessary improvements to bring those identified roads of Lake Oak Estates, located east of RM 620 and west of Lake Austin, up to minimum Travis County standards so that they can be accepted for maintenance. Currently such roads do not meet Travis County standards and cannot be accepted into the Travis County maintained roadway system. The lack of organized and routine maintenance will only allow further deterioration of roadway conditions, decreasing the safety of the roads and jeopardizing access to homes.
- On February 29, 2012, six (6) proposals were received for the design of Lake Oak Estates Substandard Road Improvements project, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. The three (3) highest rated firms, Chan & Associates, Atkins, and Brown & Gay Engineers, Inc. were then interviewed on April 5, 2012.
- As a result of the interviews, TNR recommends the highest rated firm, Brown & Gay Engineers, Inc., for this project, and requests authorization to commence negotiations. Attached is TNR's corroborating memo with the necessary matrix showing point totals for each firm.

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

➤ **Contract-Related Information:**

Award Amount: \$TBD

Contract Type: A/E

Contract Period: 210 calendar days from issuance of NTP

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 94

Responses Received: 6

HUB Information: N/A

% HUB Subcontractor: 33.5%

➤ **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.: 546611

Funding Account(s): 615-4931-621-8161

Engineering Budget: \$110,000.00

Construction Budget: \$650,000.00

Comments: Budget verified through PBO by Jessica Rio, TNR's PBO analyst.

_____ **Approved**

_____ **Disapproved**

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.

Samuel T. Biscoe

Travis County Judge

Date

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.

TRANSPORTATION AND NATURAL RESOURCES

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



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

April 12, 2012

MEMORANDUM

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

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

SUBJECT: Consultant Recommendation for Design Services for the Lake Oak Estates
Substandard Road Improvements: RFQ # Q120134-JW

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact Lee Turner at 512-854-7598 if you need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to approve its recommended consultant, Brown & Gay Engineers, Inc., for professional engineering services and to begin negotiation of a professional services agreement for the design of the Lake Oak Estates Substandard Road Improvements Project, in Precinct Three.

Summary and Staff Recommendations:

On December 6, 2012 TNR requested the purchasing office to obtain professional consultant services for engineering and design for the Lake Oak Estates Substandard Road Improvements project. Purchasing, together with TNR Public Works, developed an RFQ for services needed and on February 29, 2012 received proposals from six firms. A four member panel consisting of three TNR staff members and one HHS staff member evaluated and rated the qualifications of each firm and determined Brown & Gay Engineers, Inc. to be the highest qualified firm. TNR requests approval from the court to negotiate a Professional Services Agreement with the consultant.

Budgetary and Fiscal Impact:

Funding for the design of the Lake Oak Estates Substandard Road Improvements were included in the CDBG Program Year 2011 project list that was approved by the Commissioners Court in June 2011. The total estimated project cost is approximately \$650,000. HUD will provide 100% of the project funding through its grant program.

BACKGROUND

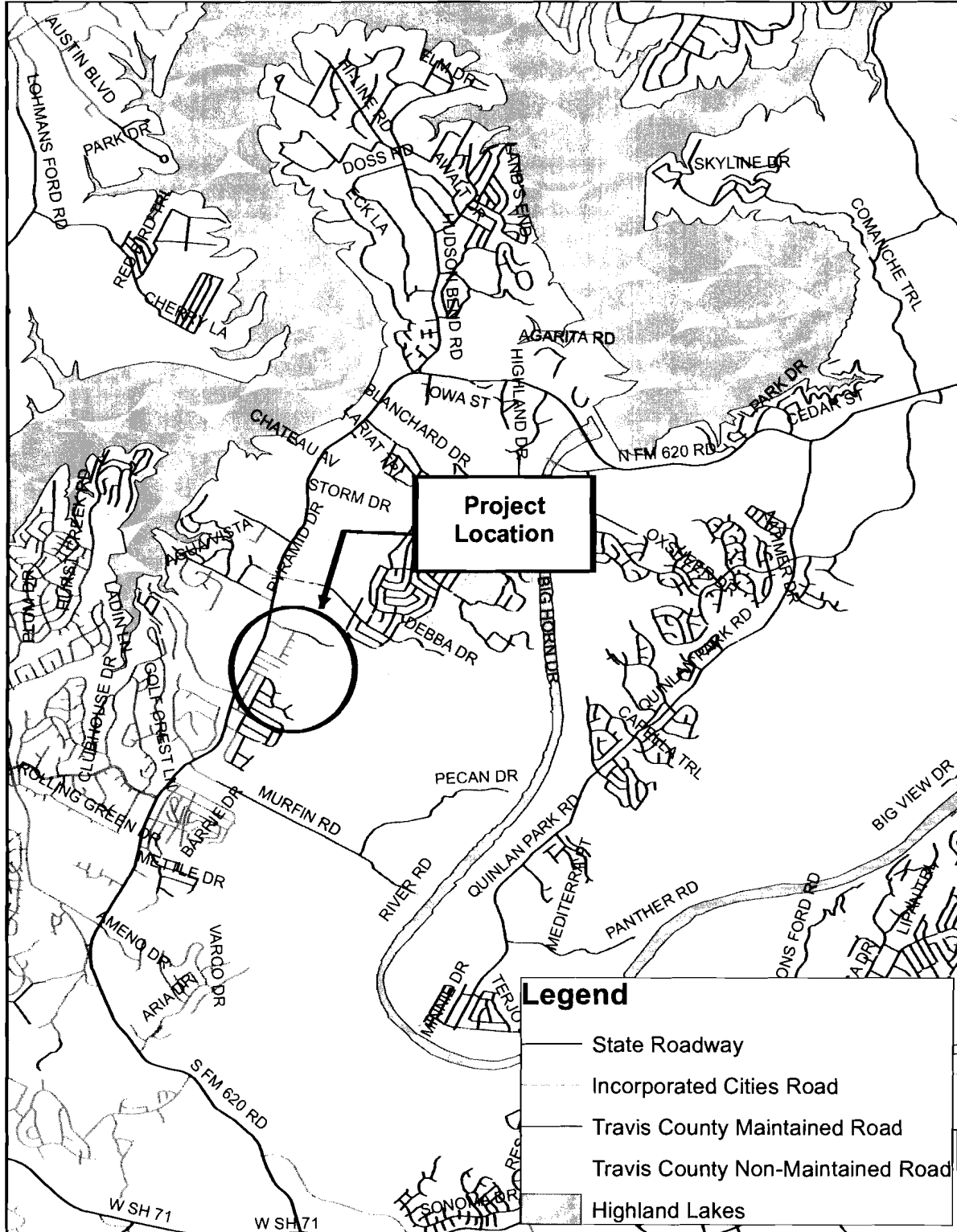
Lake Oak Estates is located east of RM 620 and west of Lake Austin, in western Travis County. It is identified as a low to moderate income area. The roads in the Lake Oak Estates area do not meet Travis County standards and cannot be accepted onto the Travis County maintained roadway system. Lack of an organized and routine roadway maintenance program will cause further deterioration of roadway conditions which will decrease the safety of the roads and jeopardize access to homes. This project is to provide improvements necessary to bring the specified roadways up to minimum county standards so that they can be accepted for maintenance.

Attachments:

Project Location Map

CC: Steve Sun, TNR
Lee Turner, TNR
Donna Williams-Jones, TNR
Jessica Rio, Planning and Budget Office
Sean O'Neal, County Auditor's Office
Christy Moffett, Health & Human Services
Jason Walker, Purchasing

LAKE OAK ESTATES PROJECT LOCATION



SOQs	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Avg.
AMCE	4.15	3.73	3.55		3.81
Atkins	4.34	4.45	4.75		4.51
Brown & Gay	4.18	4.45	4.65		4.43
Chan & Associates	4.24	4.53	4.75		4.51
Huitt-Zollars	4.03	4.08	3.55		3.89
RSP Espey	3.93	3.6	3.55		3.69
Interviews					
Brown & Gay	80	100	77	92	87.25
Chan & Associates	81	83	87	71	80.50
Atkins	88	82	65	85	80.00
Total					
Brown & Gay					91.68
Chan & Associates					85.01
Atkins					84.51

Account Balance Inquiry

Project Req'd

Account number . . . : 615-4931-621.81-64
Fund : 615 COMMUNITY DEVEOPMENT BG
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	240,570	01/20/2012
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	10,552.19	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	110,000.00	
Total expenditures & encumbrances:	120,552.19	50.1%
Unencumbered balance :	120,017.81	49.9

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

Purchase Requisition

Number : 0000546611
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53933 ROADS-CIP ATTN: MARVIN BRICE
 By : BRUNILDA CRUZ 854-7679
 Date : 11/21/11
 Vendor : UNKNOWN - LAKE OAK ESTATES SUB
 Contract nbr :
 Ship to : AI AS INDICATED BELOW
 Deliver by date : 11/21/11
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description	
- 1	110000.00	DOL	PROFESSIONAL ENGINEERING SERVICES FOR THE CONSTRUCTION PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE LAKE OAK ESTATES	+

COMMENTS EXIST Total: 110000.00

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



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 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: Consider and take appropriate action on a 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 was approved by the City of Austin Zoning and Platting Commission at its meeting on April 3, 2012, Single Office staff recommends approval of the resubdivision final plat.

ISSUES AND OPPORTUNITIES:

Notification

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 was placed on the subject property on April 10, 2012, announcing the date, time, and location of the public hearing. As of the writing on this request, staff has not received any inquiries regarding this resubdivision.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

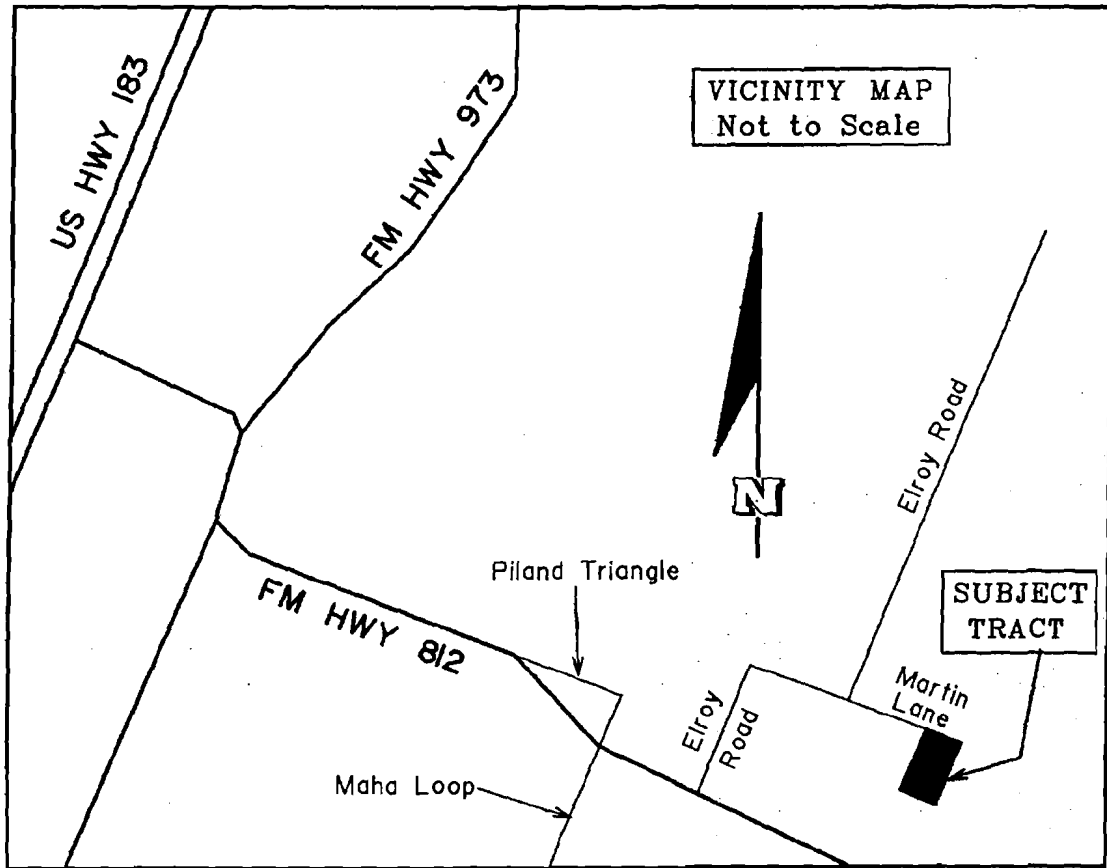
- Location map
- Precinct map
- Existing final plat
- Proposed final plat

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 Final Plat



BUTTROSS FARMS SUBDIVISION

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT 812 ELROY ESTATES, L.P. BEING THE OWNER OF THAT CERTAIN 27.815 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. 200709259 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 Prasad Patil 10/10/08
PRASAD PATIL, GENERAL PARTNER DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10th DAY OF October, 2008
BY PRASAD PATIL

BY 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, 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. 200401534 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 10-20-08
ARMANDO SOTO DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20th DAY OF October, 2008
BY ARMANDO SOTO

BY 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. 200401534 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 10-29-08
CATALINO BAUTISTA DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 29th DAY OF October, 2008
BY CATALINO BAUTISTA

BY Karen Hoffman MY COMMISSION EXPIRES: 9/1/2009
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: THAT BERNICE 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. 200608724 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 Bernice Ceballos 11/10/08
BERNICE CEBALLOS DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 16th DAY OF October, 2008
BY BERNICE CEBALLOS

BY 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 LUMINOS 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.

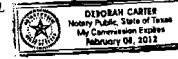
BY Edgar Luminos 10-16-08
EDGAR LUMINOS DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 16th DAY OF October, 2008
BY ANGEL VALDEZ

STATE OF TEXAS
COUNTY OF TRAVIS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 16th DAY OF October, 2008
BY EDGAR LUMINOS
BY ANGEL VALDEZ
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 82.799 ACRE TRACT LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2104, TRAVIS COUNTY, TEXAS, AND BEING A PART OF THE 88 ACRE TRACT DESCRIBED IN A DEED FROM N.B.H. NELSON, ET AL. TO LILLIAN NELSON BLOMQUIST, DATED MAY 2, 1982 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.

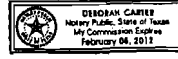
BY David Anthony, Inc. 10-17-08
DAVID ANTHONY, INC. A TEXAS CORPORATION DATE

STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF October, 2008
BY DAVID ANTHONY BUTTROSS, II

BY Deborah Carter MY COMMISSION EXPIRES: February 8, 2012
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

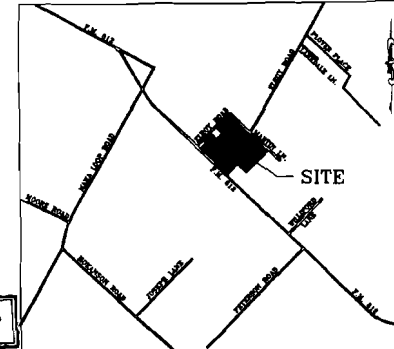


I, DANA DEBEALVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 20 DAY OF October, 2008, A.D. THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 20 DAY OF October, 2008.

DANA DEBEALVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY



LOCATION MAP
N.T.S.

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEALVOIR, 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 20 DAY OF October, 2008, A.D. AT 10 O'CLOCK A.M. OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 200808307 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT, THE 20 DAY OF October, 2008.

DANA DEBEALVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

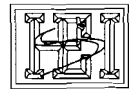
DEPUTY

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. 130500440E TRAVIS COUNTY, TEXAS, DATED 11-17-1999.
Charles E. Howard 10/29/2008
CHARLES E. HOWARD, P.E. 125321
HOWARD ENGINEERS, INC.
4303 RUSSELL DR.



**BUTTROSS FARMS
SUBDIVISION**
HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0081
Fax: (512) 448-0080
Email: hsi@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 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 OF 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 DAKER
CLARKE HAMMOND

SURVEYOR'S 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 B2 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

Dale L. Olson 9/25/08 DATE
DALE L. OLSON R.P.S. #1753
DALE L. OLSON SURVEYING CO.
711 WATER STREET
BASTROP, TEXAS
512-321-5475



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(56).
- 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 TWR
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 02/02/08.

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 ELECTRIC 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 MAMA WATERSHED. MAMA IS CLASSIFIED AS A SUBURBAN WATERSHED, WITHIN A 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 LOC 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 5306
AUSTIN, TX 78763

ARMANDO SOTO
407 TREYS WAY
AUSTIN, TX 78745

BERNIECE CEBALLOS
5936 COUNTRY MESA CIRCLE
DEL VALLE, TX 78817

CATALINO BAUTISTA
407 TREYS WAY
AUSTIN, TX 78745

812 ELROY ESTATES, L.P.
833 CASTLE RIDGE ROAD
AUSTIN, TX 78746

EDGAR LUMANDS & ANGEL VALDEZ
126 CREEKWOOD TRAIL
AUSTIN, TX

DEVELOPER:

DAVID BUTTROSS
7921 CAMERON RD #100
AUSTIN, TEXAS 78754
(512) 320-0888

SURVEYOR:

DALE L. OLSON R.P.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

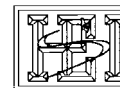
ELECTRIC:

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.	3.740
9	LOTS TOTAL	61.798

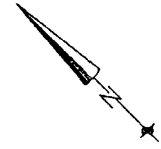
**BUTTROSS FARMS
SUBDIVISION**

HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0889
Email: hei@howardengineers.com

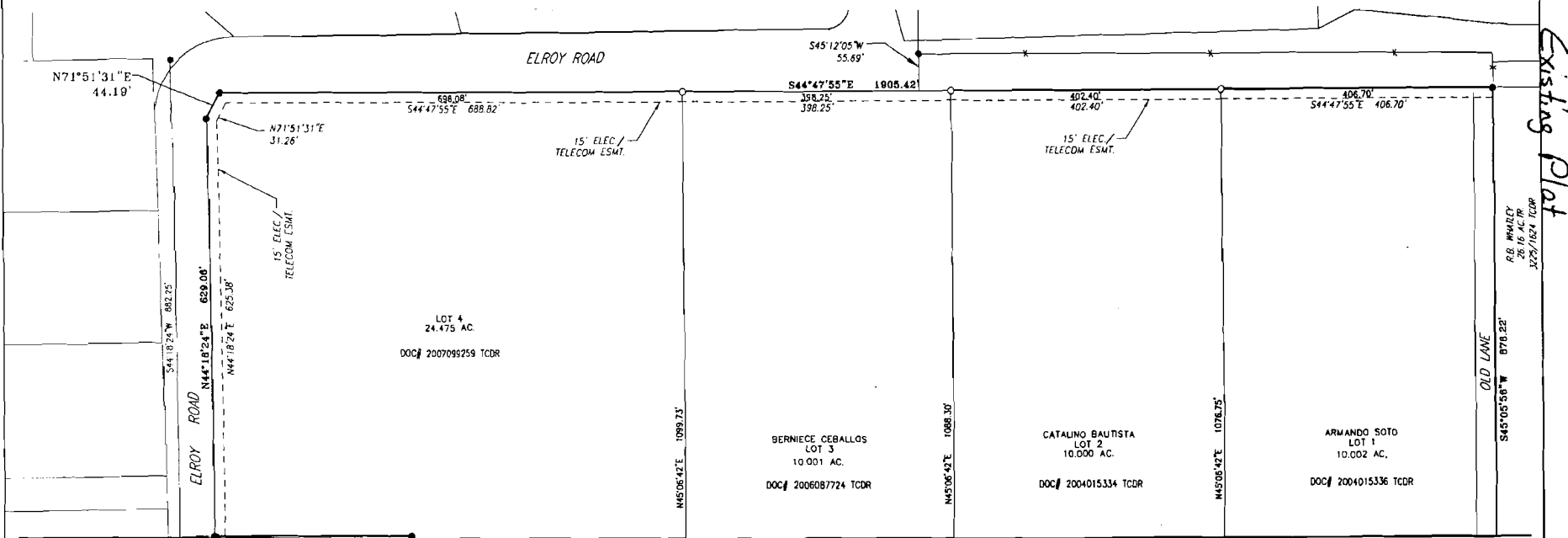


BUTTROSS FARMS SUBDIVISION

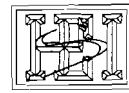
LEGEND	
	PROPERTY LINE
	LOT LINE
	15' ELEC./TELECOM EASEMENT
	ROW RESERVE
	OVERHEAD ELECTRIC LINE
	1/2" IRON ROD W/ PLASTIC CAP SET
	1/2" IRON ROD FOUND
	CONCRETE MONUMENT SET
	CONCRETE MONUMENT FOUND
	UTILITY EASEMENT
	DRAINAGE EASEMENT
	BENCH MARK
	CRITICAL ENVIRONMENTAL FEATURE SETBACK



SCALE: 1" = 100'



MATCHLINE - SEE SHEET 4 OF 4



**BUTTROSS FARMS
SUBDIVISION**
 HOWARD ENGINEERS, INC.
 4303 Russell Drive
 Austin, Texas 78704
 Phone: (512) 448-0881
 Fax: (512) 448-0889
 Email: hel@howardengineers.com

CASE NO: CBJ-2007-0134.0A
 FILING DATE: JUNE 2007

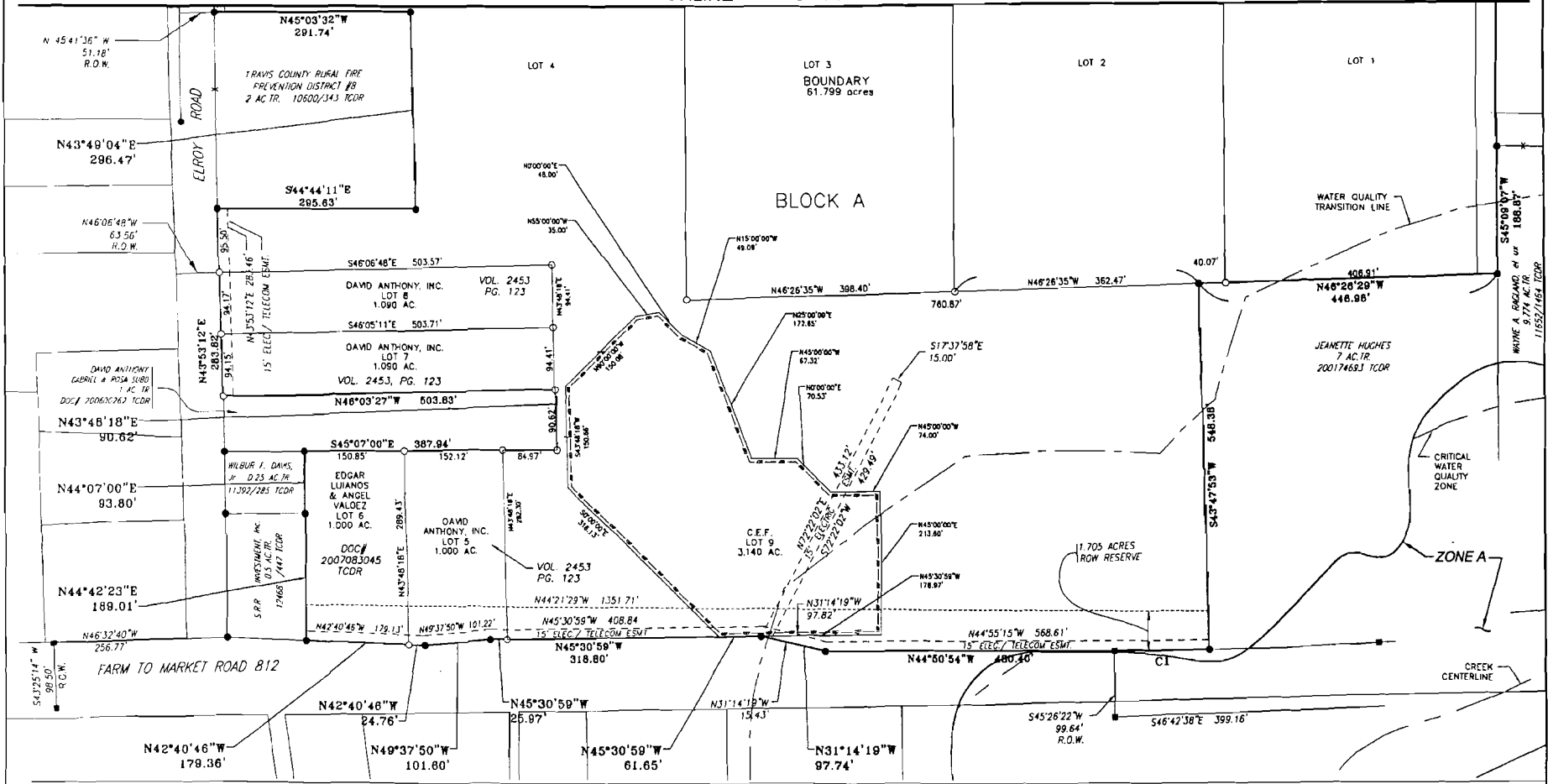
SHEET 3 OF 4

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'

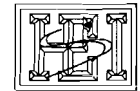


MATCHLINE - SEE SHEET 3 OF 4

SCALE: 1" = 100'



**BUTTROSS FARMS
SUBDIVISION**
HOWARD ENGINEERS, INC.
 4303 Russell Drive
 Austin, Texas 78704
 Phone: (512) 448-0881
 Fax: (512) 448-0880
 Email: he@howardengineers.com



CASE NO: CBJ-2007-0134.0A
 FILING DATE: JUNE 2007

SHEET 4 OF 4

Proposed Plat

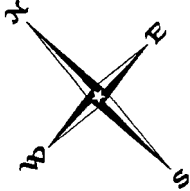
SOTO SUBDIVISION

(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)
- ⊕ Iron Pipe Found
- ⊠ Capped Rod Found (marked "Properly Corner")
- 1/2" Iron Rod Set with plastic cap - imprinted with "Hall Corson, 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 2

LOT 1A
5.00 ACRES

BLOCK A

LOT 1B
5.00 ACRES

Rayburn R. Whitley (6.00 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

THE STATE OF TEXAS
THE COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:

That I, Armando Soto, 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 _____, AD 20__

Armando Soto
107 Treys Way Austin, TX 78745

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the ____ day of _____, AD, 20__ did personally appear Armando Soto, 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 _____

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.

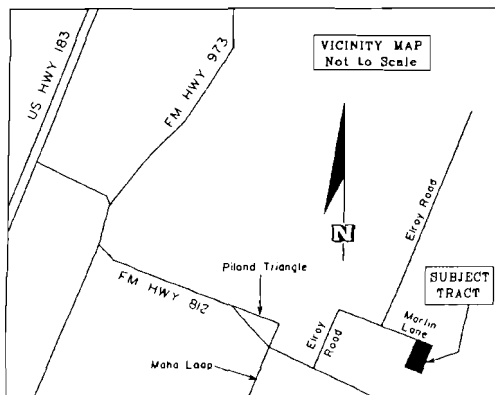
GREG GUERNSEY, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW

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		



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-B 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.

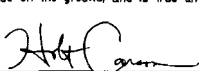

No portion of this subdivision is within the boundaries of the 100-year flood plain of any waterway that is within the limits of study of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), 48453C 0710 H, dated September 26, 2008


Kurt Prasener P.E. No. 58191
13377 Pond Springs Road Austin, Texas 78748

Date 3/14/12

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.


Holt Carson
Registered Professional Land Surveyor No. 5168
HOLT CARSON, INC.
1904 Fortview Road Austin, Texas 78704 (512)-442-0990

Date 3-14-2012

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 WITH 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.


for STACY SCHEFFEL, D.R. Program Manager
ON-SITE WASTEWATER PROGRAM
TRAVIS COUNTY - TNR
Date 3-15-2012

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 DEBEAUVOR, 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.

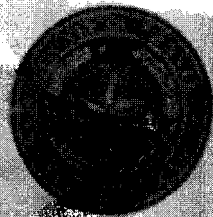
The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, 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 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



NOTICE OF PUBLIC HEARING

APRIL 24, 2012, AT 9:00 AM

SUBDIVISION A RESUBDIVISION
BLOCK A OF BUTTRESS FARMS
SUBDIVISION PROJECT 4

DEPUTY CLERK

CLERK



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A public notice of a resubdivision final plat sign was posted on Martin Lane
2012, at a point as near as practical to the area being resubdivided, and was also posted at the
Travis County Courthouse.

CERTIFIED THIS THE 10th DAY OF April, 2012.

SIGNATURE: David Greear

NAME (PRINT): David Greear

TITLE: Traffic Program Manager



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By: Wendy Scaperotta **Phone #:** 854-7655

Division Director/Manager: Randy Nicholson, Comprehensive Planning Manager

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on the proposed Travis County Land Conservation Program Guidelines, Conservation Easement Program Application, and Resolution Supporting Conservation of Natural and Cultural Resources in Travis County.

BACKGROUND/SUMMARY OF REQUEST:

Staff has drafted a process and associated documents for implementing Travis County's new program to conserve land through conservation easement agreements with willing landowners and in partnership with other agencies and land trusts. This public hearing allows the court to receive comments on the proposed process and associated documents.

STAFF RECOMMENDATIONS:

Receive comments regarding Travis County Land Conservation Program Guidelines, Conservation Easement Program Applications, and Resolution Supporting Conservation of Natural and Cultural Resources in Travis County.

ISSUES AND OPPORTUNITIES:

Public input will help improve and/or validate the proposed process and associated documents.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Exhibit A: Travis County Land Conservation Program Guidelines

Exhibit B: Conservation Easement Program Applications

Exhibit C: Resolution to Conserve Natural and Cultural Resources

REQUIRED AUTHORIZATIONS:

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

CC:

Tom Nuckols	County Attorney	Cty Attorney's Office	854-9415
Rose Farmer	Nat Res Program Mgr	TNR NREQ	854-7214
Wendy Scaperotta	Planning Project Mgr	TNR Planning	854-7655

: :
0101 - Administrative -

Exhibit A: Land Conservation Program Guidelines

Travis County Land Conservation Program Guidelines (Draft 3-23-12)

Public Benefits of Conservation Easements

Travis County initiated its Land Conservation Program (conservation program) because of the public benefits derived from acquiring development rights from willing land owners through gifts or purchase of conservation easements. As stated in the order calling for 2011 bond election, BOND PROPOSITION 2, conservation easements "...retain or protect natural, scenic, or open-space values of real property...or assure its availability for agricultural, recreational, or open-space use, protect natural resources, maintain or enhance air or water quality, or conserve water quantity or quality". More specifically, conservation easements can provide the following public benefits:

- Protect our water resources and drinking water supply;
- Mitigate storm water damage by reducing the intensity of runoff entering waterways;
- Preserve working farms and ranches, particularly prime agricultural lands;
- Protect natural areas and wildlife habitat;
- Preserve rural character, cultural resources, and scenic views;
- Protect critical environmental features such as bluffs, canyon rim rock, sinkholes, and springs;
- Protect woodlands, native prairies, grasslands, and riparian areas;
- Buffer different land uses;
- Promote more efficient use of infrastructure dollars;
- Protect land more cost effectively than fee simple acquisition of properties;
- Keep property on the tax rolls (County-owned properties are not taxed);
- Enhance desirability of properties adjacent to conserved land; and
- Leverage Travis County's investments in the transactions through matching contributions from other public and private entities.

The County will work to secure these benefits for the citizens of Travis County by encouraging landowners to donate or sell conservation easements that provide these benefits to Travis County or to qualified non-profit land conservation organizations working in Travis County.

Purpose

The purpose of these guidelines is to set the parameters of the land conservation program, to define the respective roles of Travis County and partnering entities, and to identify criteria for selecting projects for county funding. These guidelines are also intended to encourage and facilitate the donation of easements that provide the public benefits identified in these guidelines.

Program Administration

The conservation program is administered by Travis County Natural Resources and Environmental Quality (NREQ). Applications will be reviewed and ranked by a panel of NREQ, Development Services, Parks, and Planning staff for recommendation to the Travis County Commissioners Court for receipt of county contributions. Projects must score a minimum of 70 points out of possible 100 to be considered for county participation. Calls for applications will be made quarterly.

Protection of Travis County Investments

Conservation easements shall protect the County's interest in real estate and soundness of the public's investment.

Conservation easements shall define conservation values to be protected and shall state clearly how the terms of the easements will be administered and enforced.

Project Threshold Criteria

The following threshold criteria will be used to determine whether an application meets the minimum requirements of the conservation program:

Criteria 1: Does the candidate project have an identifiable benefit for Travis County?

Criteria 2: Is the conservation easement perpetual?

Criteria 3: Will Travis County hold, co-hold, or hold the contingent rights¹ of the conservation easement? If the County does not hold the easement, is the holder or co-holder a qualified organization?

The criteria for determining whether an organization meets Travis County's "qualified organization" standards can include but are not limited to the following:

- Is it a 501(c)(3) land trust? Is some, or part, of its mission to protect the conservation values of land in perpetuity?
- If the organization is not a 501 (c)(3) land trust, is it a governmental agency?
- Does it hold any conservation easements in Texas? If not, does the organization own land that is managed for conservation purposes to protect its natural, recreational, scenic, historic, or agricultural value?

¹A "holder" is the person or entity primarily responsible for overseeing the landowner's compliance with the terms of the conservation easement and enforcing those terms if necessary. A "contingent rights holder" is a person or entity that steps in to oversee or enforce compliance with the terms of the conservation easement only when the holder is either unable or unwilling to do so. The County prefers to be a "contingent rights holder" but will consider holding or co-holding a conservation easement on a case-by-case basis, for example, in the case where the proposed conservation project is adjacent to a Travis County park or BCP property.

- Is it accredited, or is it planning to apply for accreditation? If not, has it adopted the Land Trust Alliance's Standards and Practices?
- Does it demonstrate the capability for easement monitoring and stewardship with good policies and procedures and/or dedicated staff?

Criteria 4: Is the land owner or partnering entity willing to pay the cost of the appraisal and other transaction costs? (Prior to closing, Travis County may require an appraisal. This appraisal will be done by an appraiser accepted by Travis County using accepted appraisal standards to determine the value of the conservation easement).

Project Selection Criteria

1: Purpose (0-10 points)

Projects that serve multiple conservation purposes are prioritized over land that does not. Valued purposes include but are not limited to the following:

- Protects water resources
- Protects working farms and ranches
- Protects prime agricultural lands
- Protects natural areas and wildlife habitat
- Protects cultural resources
- Protects rural character and scenic landscapes (as viewed from public places)
- Protects critical environmental features such as bluffs, canyon rim rock, sinkholes, and springs
- Protects woodlands, native prairies, grasslands, wetlands, and riparian areas

2: Consistency with Planning Priorities (0-15 points)

Projects that fulfill priorities set in Travis County plans and policies or plans and policies by other entities are prioritized over projects that do not. Such plans are as follows:

- *Travis County Parks and Natural Areas Master Plan*
- *Travis County Conservation Development Ordinance*
- *Colorado River Corridor Plan (to be completed)*
- *Travis County Comprehensive Plan 2035 (to be completed)*
- *SOUTHWEST TRAVIS COUNTY GROWTH DIALOG, Advisory Panel Final Report*
- Other Travis County adopted plans and policies (to be specified as developed)
- The Trust for Public Land's *The Travis County Greenprint for Growth*
- City of Austin's *Imagine Austin Preferred Growth Scenario*
- *CAMPO 2035 Regional Transportation Plan (e.g., Environmental Justice Area)*
- Other non-Travis County plans and policies (to be specified as developed)

3: Limited Access (0-15 points)

Projects that provide greater access for educational, scientific, and education of the general populace purposes and are perpetual are prioritized over projects that provide less access and/or are not perpetual. The target audience, frequency of scheduled events, number of people to be accommodated, and consistency with county investment will be considered. The

County particularly values projects that provide access to the general population, youth, at-risk youth, and other populations that have limited opportunities to visit farms, ranches, and natural areas.

4: Cost Effectiveness (0-20 points)

Projects that are a more cost effective use of County dollars are prioritized over projects that are less so. Cost effective strategies include but are not limited to the following:

- Bargain sales
- Donations
- Financial participation by others

5: Site Characteristics (0-20 points)

Projects that have the following site characteristics are prioritized over projects that do not:

- Meets the minimum size requirement of partnering land trust or governmental agency
- Buffers park land
- Buffers endangered species habitat
- Extends boundary of conserved areas and/or connects to other conserved areas
- Beneficially buffers different land uses
- Is part of a clearly-defined, larger conservation project

6: Uniqueness (0-10 points)

Projects that have unique natural or cultural value are prioritized over those that do not.

7: Development Threat (0-10 points)

Projects that are more threatened by development if not conserved are prioritized over projects that are less threatened by development.

SUMMARY OF PROJECT SELECTION CRITERIA SCORES

Criteria 1: Purpose	0 – 10 points
Criteria 2: Consistency with Planning Priorities	0 – 15 points
Criteria 3: Controlled Public Access	0 – 15 points
Criteria 4: Cost Effectiveness	0 – 20 points
Criteria 5: Site Characteristics	0 – 20 points
Criteria 6: Uniqueness	0 – 10 points
Criteria 7: Development Threat	<u>0 – 10 points</u>
	0 – 100 points

At its discretion, the review panel may award a maximum of 5 bonus points to projects that provide benefits – such as ecological restoration work – that are not addressed in the above scoring criteria

Exhibit B: Conservation Easement Program Application



Step 1 - Conservation Easement Program Application

Application No. _____

Procedural Note:

The County will send you written confirmation of its receipt of your application within one week after the conservation easement applications are due. County staff will then review your application to determine whether it meets all of the Conservation Easement Threshold Criteria in the *Travis County Land Conservation Program Guidelines*. If staff determines that your application meets all of the Conservation Easement Threshold Criteria, you will be asked to submit a Step 2 Application for further staff review. After staff members complete the review of all Step 2 Applications, staff will make a recommendation to the Travis County Commissioners Court as to whether to begin negotiations on any of the proposals. Whether chosen or not, you will be notified of the status of your application as soon as that decision has been made. Notwithstanding any provision to the contrary, the Travis County Commissioners Court has complete discretion as to whether to approve a conservation easement project on behalf of the County. (Please note that all information you submit is subject to the Public Information Act).

I. APPLICANT/PROJECT INFORMATION

Applicant Name: _____

Individual or Organization: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ **Contact Title:** _____

Daytime Phone # (____) ____ - ____ Fax # (____) ____ - ____

Email: _____

Property Owner(s): _____

(As listed on deed - If multiple owners, attach a sheet listing the name, mailing address, and percent ownership interest of each owner.)

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone # (____) ____ - ____ Fax # (____) ____ - ____

Email: _____

Property Name: _____

Street Address or Location: _____

Legal Description:

Subdivision _____ Lot(s) _____

Block _____ Phase _____ Section _____

Acres _____ Out of _____ Survey # _____

Tax Parcel ID #(s) _____

Acquisition Costs:

What is the approximate value of the proposed conservation easement? \$ _____

How much is Travis County being requested to contribute? \$ _____

How much are other partners contributing?

Name/Contribution of Partner 1: _____ \$ _____

Name/Contribution of Partner 2: _____ \$ _____

Name/Contribution of Partner 3: _____ \$ _____

Name/Contribution of Partner 4: _____ \$ _____

If your proposal includes other contributions as part of this project, describe the source and amount of those contributions:

Describe any mortgages or liens on the property. (Lenders will need to subordinate the mortgage, making it subject to the conservation easement prior to closing).

II. THRESHOLD CRITERIA INFORMATION

1. Briefly describe site characteristics and how the conservation easement benefits Travis

County: (attach additional pages if needed)

a) Site characteristics (including existing land use and ecological and cultural features): _____

b) Benefits to Travis County: _____

2. Will the proposed conservation easement be perpetual? (Proposals will not be considered if they do not provide for perpetual conservation) **Yes No**

3. Who will hold the conservation easement and what are the qualifications of the holder ?

Describe the capabilities of each holder to hold, manage, and enforce conservation easements. _____

4. If Travis County agrees to participate in this conservation easement project, is the property owner or partnering entity willing to pay transactional costs for:

a) Appraisal? Yes No

(Prior to closing, an appraisal will be done by an appraiser acceptable to Travis County using accepted appraisal standards to determine the value of the conservation easement).

b) Baseline Document Report? Yes No

c) Other transaction costs such as Phase One Environmental Site Assessment, Survey, etc.

Yes No

d) If you answered "No" to any of the items listed above, describe other contributions you are willing to make to offset the cost to the county for this project: _____

III. ADDITIONAL INFORMATION

Attach to this application:

- A recent Travis Central Appraisal District Map with the subject parcels highlighted
- Any aerial map showing location, boundaries, land uses, structures and adjacent properties.
- Any diagram showing features of the property such as buildings, agricultural areas, creeks or rivers, springs, cultural sites, etc.
- Any photographs of unique natural, agricultural or cultural features of the property.

Additional comments:

I certify that all statements on this application and all information attached to it are true and correct to the best of my knowledge.

SIGNATURE (Person Responsible for Submitting Application)

DATE Signed

PRINTED NAME of Person Signing

Owner or Organization

Submit application to:
Rose Farmer
Travis County Conservation Easement Program
Travis County –TNR
PO Box 1748
Austin, Texas 78767

Office: (512) 854-7214
Fax: (512) 854-6474
Email: rose.farmer@co.travis.tx.us

FOR OFFICE USE	
Date Received: _____	Staff initials: _____ Application complete? _____
Additional information needed: _____	
Comments: _____	

Step 2 - Conservation Easement Application

Procedural Note: If County staff has determined that the project proposed in your Step 1 Conservation Easement Application meets all of the Conservation Easement Threshold Criteria set forth in in the *Travis County Land Conservation Program Guidelines*, you will be asked to complete this Step 2 Application so that County staff can further evaluate your proposal. In addition to the information specifically requested in the Step 2 Application, you may submit any additional information that you think would be relevant to County staff's evaluation of your proposal. After staff members complete the review of all Step 2 Applications, staff will make a recommendation to the Travis County Commissioners Court as to whether to begin negotiations on any of the proposed projects. Scoring point information is provided here for information purposes only. Scoring will be completed by staff according to the criteria points listed here. Whether chosen or not, you will be notified of the status of your application as soon as that decision has been made. Notwithstanding any provision to the contrary, the Travis County Commissioners Court has complete discretion as to whether to approve a conservation easement project on behalf of the County. (Please note that all information you provide is subject to the Public Information Act).

A. Partnerships

Describe any proposed or anticipated easement partnerships for cost sharing and/or land management. Describe the capabilities of each partner to hold, manage, and enforce conservation easements. Describe any existing conservation easements with which each partner is involved. Discuss the general terms of any existing or proposed conservation easement documents.

B. The Seven Evaluation Criteria

1: Describe the conservation purposes that the conservation easement will serve:

(0-10 points)

Projects that serve multiple conservation purposes will be prioritized over projects that do not. Conservation purposes include but are not limited to the following:

- Protects water resources
- Protects working farms and ranches
- Protects prime agricultural lands
- Protects natural areas and wildlife habitat
- Protects cultural resources
- Protects rural character and scenic landscapes (as viewed from public places)
- Protects critical environmental features such as bluffs, canyon rim rock, sinkholes, and springs
- Protects woodlands, native prairies, grasslands, wetlands, and riparian areas

2: Describe how the proposal is consistent with the County's planning priorities:

(0-15 points)

Projects that fulfill priorities set forth the plans and policies listed below will be prioritized over projects that do not.

Such plans are as follows:

- *Travis County Parks and Natural Areas Master Plan*
- *Travis County Conservation Development Ordinance*
- *Colorado River Corridor Plan* (to be completed)
- *Travis County Comprehensive Plan 2035* (to be completed)

- *SOUTHWEST TRAVIS COUNTY GROWTH DIALOG, Advisory Panel Final Report*
- Other Travis County adopted plans and policies (to be specified as developed)
- Other non-Travis County plans and policies (to be specified as developed)
- The Trust for Public Land's *The Travis County Greenprint for Growth*
- City of Austin's *Imagine Austin Preferred Growth Scenario*
- *CAMPO 2035 Regional Transportation Plan* (e.g., Environmental Justice Area)

3: Describe how the proposal allows for controlled public access where compatible: (0-15 points)

Projects that provide greater public access for educational and recreational purposes will be prioritized over projects that provide less. The target audience, frequency of scheduled events, and number of people to be accommodated will be considered. The County particularly values projects that provide access to the general population as well as youth, including at-risk youth, and other populations that have limited opportunities to visit farms, ranches, and natural areas.

4: Describe how the proposal is cost effective for the County: (0-20 points)

Projects that are a more cost effective use of County dollars will be prioritized over projects that are less so. Cost effective strategies include but are not limited to the following:

- Bargain sales
- Donations
- Financial participation by others

5: Describe the desirable site characteristics of the property: (0-20 points)

Projects that have the following desirable site characteristics will be prioritized over projects that do not:

- Meets the minimum size requirement of partnering land trust or governmental agency
- Buffers park land
- Buffers endangered species habitat
- Extends boundary of conserved areas
- Buffers different land uses
- Is part of a clearly-defined, larger conservation project

6: Describe the unique natural or cultural values of the property: (0-10 points)

Projects that have unique natural or cultural value will be prioritized over those that do not.

7: Describe how the property is threatened by development: (0-10 points)

Projects that are more threatened by development if not conserved will be prioritized over projects that are less threatened by development.

Bonus Points may be added for a pledge of future habitat enhancement projects:

(0-5 points)

Describe any planned restoration projects such as planting/management of native tall grass prairie, vegetation restoration project along a creek, erosion restoration projects, etc.

Exhibit C: Resolution to Conserve Natural Resources

RESOLUTION SUPPORTING CONSERVATION OF NATURAL AND CULTURAL RESOURCES IN TRAVIS COUNTY

WHEREAS, Travis County has a wealth of natural and cultural resources including its lakes, rivers, creeks, springs, and seeps; working farms and ranches; historic places and structures; rural landscapes and scenic views; canyons, bluffs, and rolling hills; woodlands, prairies, grasslands, wetlands, and riparian areas; and wildlife habitat; and

WHEREAS, the quality of the water and the lands in Travis County is an integral part of the quality of life enjoyed by Travis County residents and enhances the attractiveness of the County for business investments; and

WHEREAS, the population of Travis County is forecasted to increase by 51% to approximately 1.5 million people by 2035; and

WHEREAS, as this growth occurs, our natural and cultural resources need to be conserved in order to maintain a strong sense of place and continued access to nature for the well-being of the residents of Travis County; ensure the availability of vital resources such as water; and to protect the attractiveness of our community for economic investment;

NOW, THEREFORE, BE IT RESOLVED THAT the Travis County Commissioners Court shall promote and encourage the protection of natural and cultural resources in Travis County by:

1. Acquiring parkland through fee simple purchase or public or private donations of such land;
2. Promoting conservation development as an alternative to standard development practices;
3. Completing acquisition of endangered species habitat for the Balcones Canyonland Preserve through fee simple purchase or public or private donation of such land; and
4. Acquiring or accepting donations of conservation easements, from willing landowners, in partnership with public, non-profit, and private entities.

BE IT SO ORDERED ON THIS _____ DAY OF _____, 2011.

By: _____
Samuel T. Biscoe, County Judge

Ron Davis, Commissioner
Precinct One

Sarah Eckhardt, Commissioner
Precinct Two

Karen Huber, Commissioner
Precinct Three

Margaret Gómez, Commissioner
Precinct Four



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

Division Director/Manager: Anna Bowlin, Division Director of Development Services

HB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a 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:

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

ISSUES AND OPPORTUNITIES:

The 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:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request/Engineer's Letter
- Sign Affidavit and Pics
- 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
Teresa Calkins	Engineer	Development Services	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’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



SHIPPING ADDRESS:
13100 W HWY 29
101 Jonathan Drive Suite 3
Liberty Hill, Texas 78642

3DS, Inc. Land Surveyors

GIS 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;

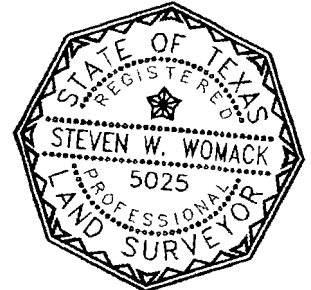
Thence traversing over and across the said lot 5 block "h" the following two (2) courses and distances;

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

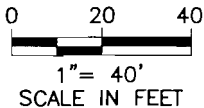


SURVEY SKETCH

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

Texas Society of Professional Surveyors

MEMBER

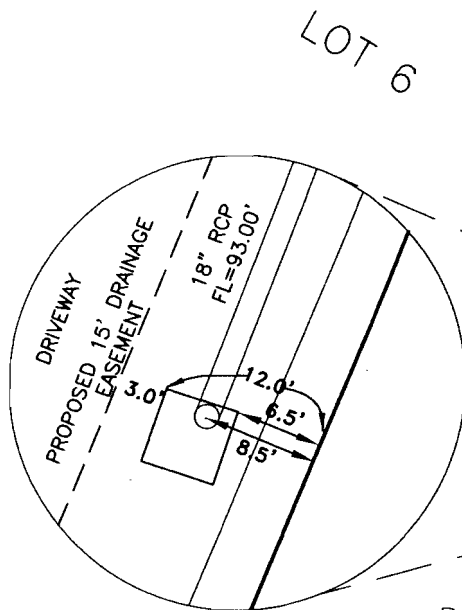


LEGEND

- 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

LOT 4

ROCK GABIAN AREA

S 19°12'26" E
 689.08'

N 22°05'45" E
 155.63' E

S 67°54'15" E
 10.00'

EXISTING 150'X25' D.E. (PLAT)

PROPOSED 150'X15' D.E.

N 22°05'45" E
 427.50' E

R=50.00'
 D=17°20'11"
 T=7.62'
 L=15.13'
 C BRG=N 74°25'31" W
 C LEN=15.07'

R=50.00'
 D=58°31'01"
 T=28.01'
 L=51.07'
 C BRG=N 84°59'04" E
 C LEN=48.87'

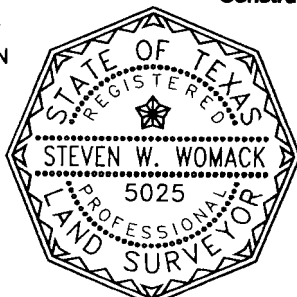
ALASAN COVE
 (64' R.O.W.)
 C BRG=N 89°16'27" W
 C LEN=10.77'

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



Three Dimensional Services
 2:\07-157 lot 5 alason\07-157\FORM.dwg, 11/7/2007 9:46:06 AM

Steve 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.

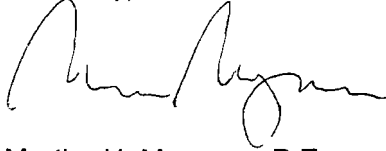
Drainage improvements were approved by Travis County in May 2006 to remove the existing 25' wide concrete pad and replace it with an 18" RCP. Please see the attached Drainage Plans and Calculations. The 18" stormsewer pipe is now in place and adequately conveying the runoff from the street and across 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 is allows adequate room for any required maintenance or access to the 18" RCP.

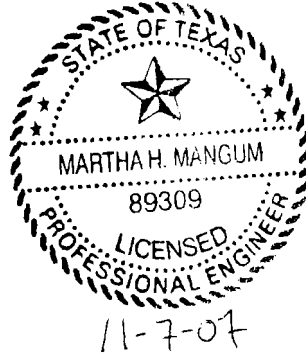
The existing drainage easement extends more than half of the frontage of this lot, leaving a very small length of lot frontage to construct a driveway entrance. The property is also very steep with limited area to construct a building foundation. Because of these significant draw backs for the proposed 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]

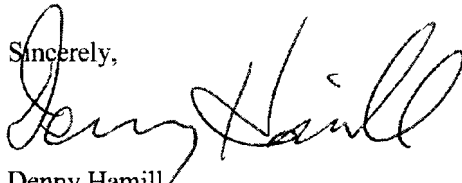
Re: 6504 Alasan Cove, Partial Drainage Easement Vacation

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
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: *AB* 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



TRANSPORTATION AND NATURAL RESOURCES

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

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

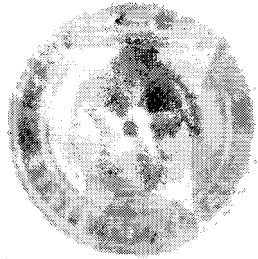
A Public Notice of Vacation of a Drainage Easement sign was posted on _____, 2007, on the north end cul-de-sac of Alasan Cove at the east lot line of Lot 5, Block H of Long Canyon II-A at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 3rd DAY OF April, 2007.

SIGNATURE: David Greear

NAME (PRINT): David Greear

TITLE: Traffic Program Manager



NOTICE OF PUBLIC HEARING

APRIL 24 2012 AT 9:00 AM
DRAINAGE EASEMENT VACATION

TO APPROVE THE VACATION OF A 10
WIDE PORTION OF A 25' WIDE DRAINAGE
EASEMENT LOCATED ALONG THE EAST
SIDE LOT LINE OF LOT 5, BLOCK H OF
LONG CANYON II-A-A SUBDIVISION IN
PRECINCT THREE

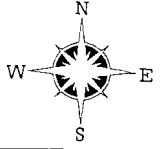
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
FIRST FLOOR, AUSTIN

FOR MORE INFORMATION CALL 854-9383



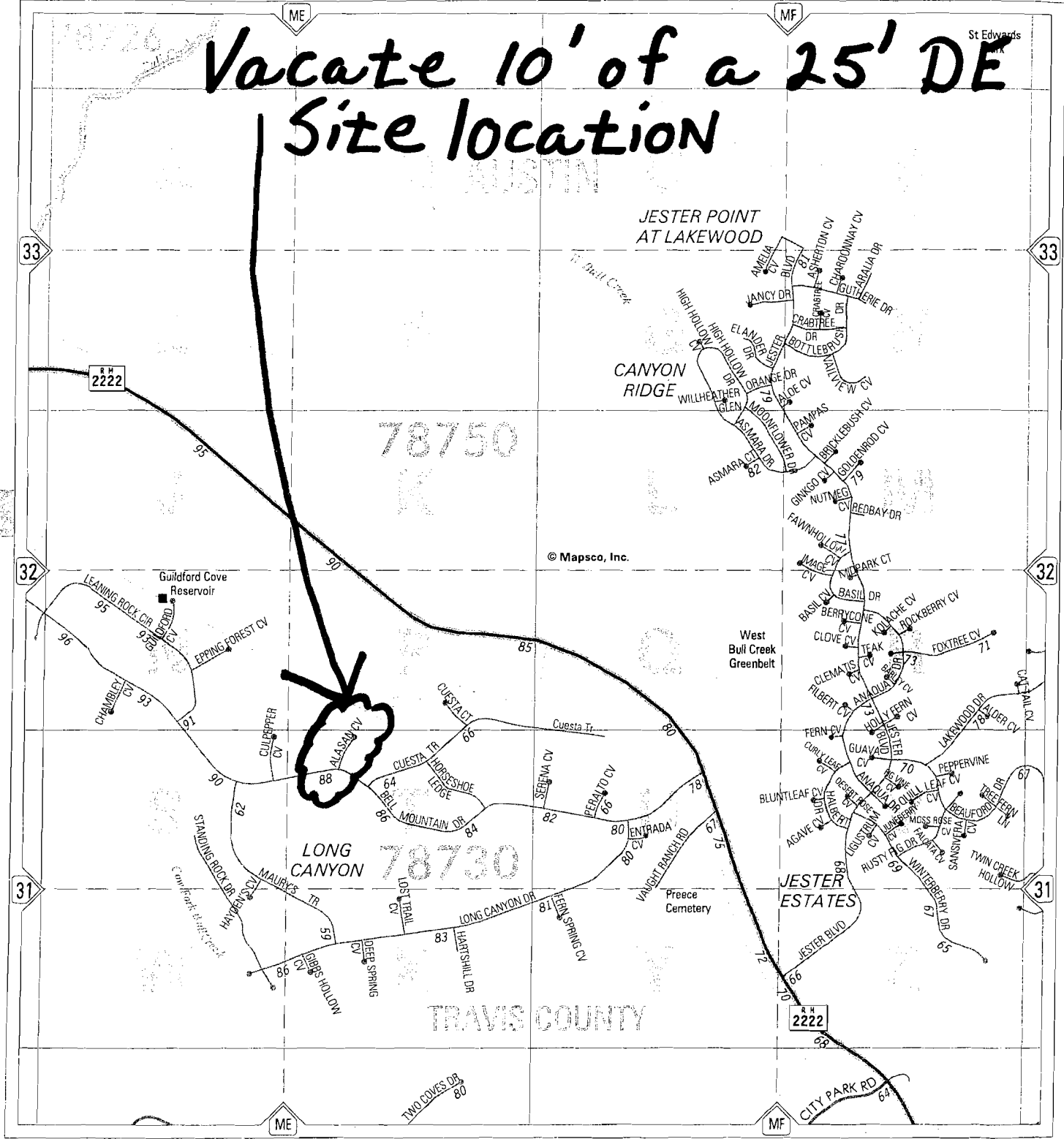
Long Canyon II-A, Lot 5, Blk H

493



CONTINUED ON MAP 463

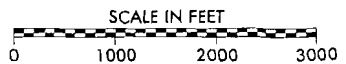
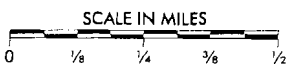
Vacate 10' of a 25' DE Site location



CONTINUED ON MAP 492

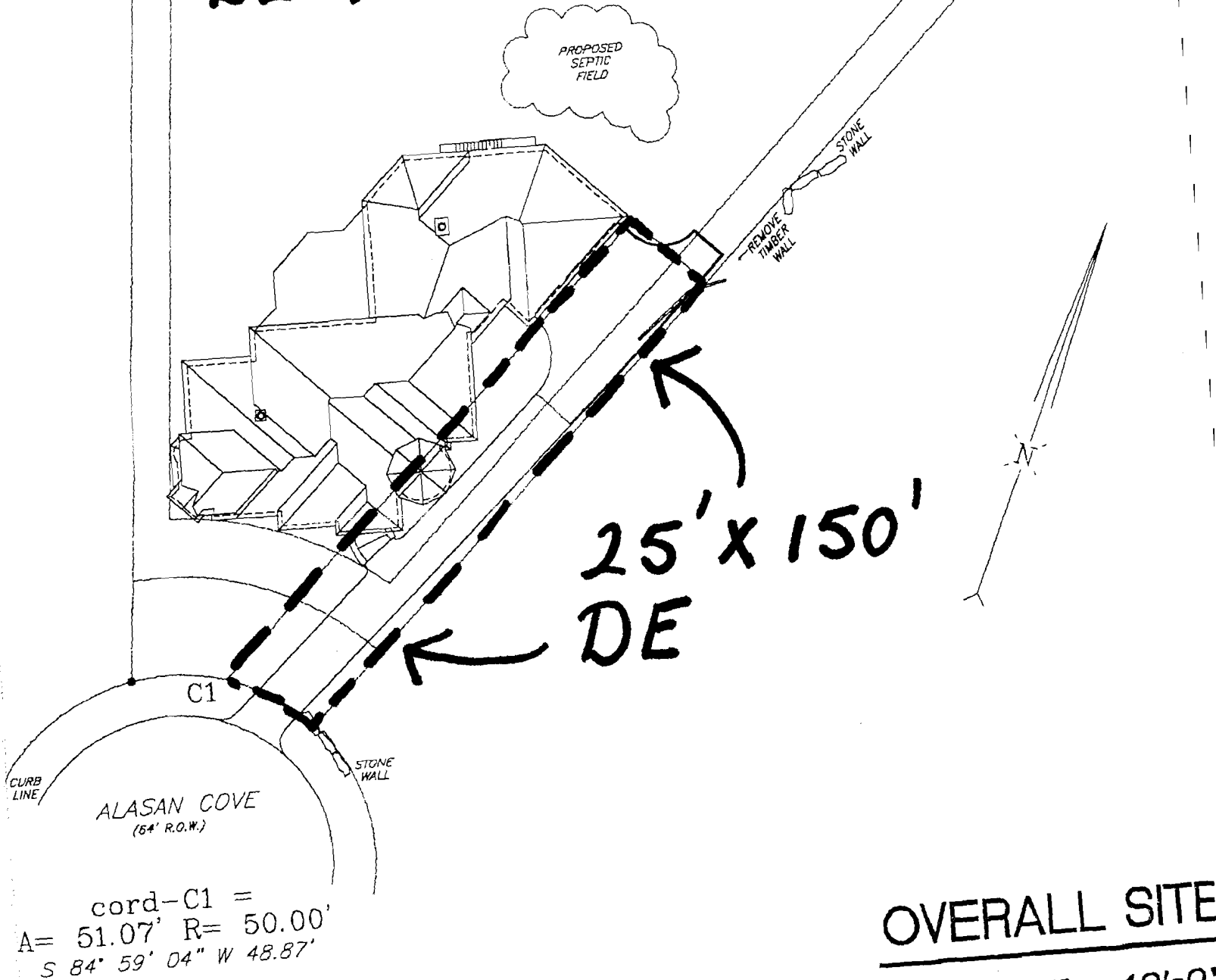
CONTINUED ON MAP 523

CONTINUED ON MAP 494



COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

Long Canyon II-A, Lot 5,
BIK H -
10' portion of 25'
DE vacation (West 10')



cord-C1 =
 A= 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.

STA. 1+00.00 BEGIN 18" S.S.L.
PROPOSED 10'x15' PLACED
ROCK PAD. MINIMUM DEPTH 18"

25.0' DRAINAGE
EASEMENT

TIME OF
CONCENTRATION

±139 LF 18"
STORMSEWER
@ 4.4% SLOPE.

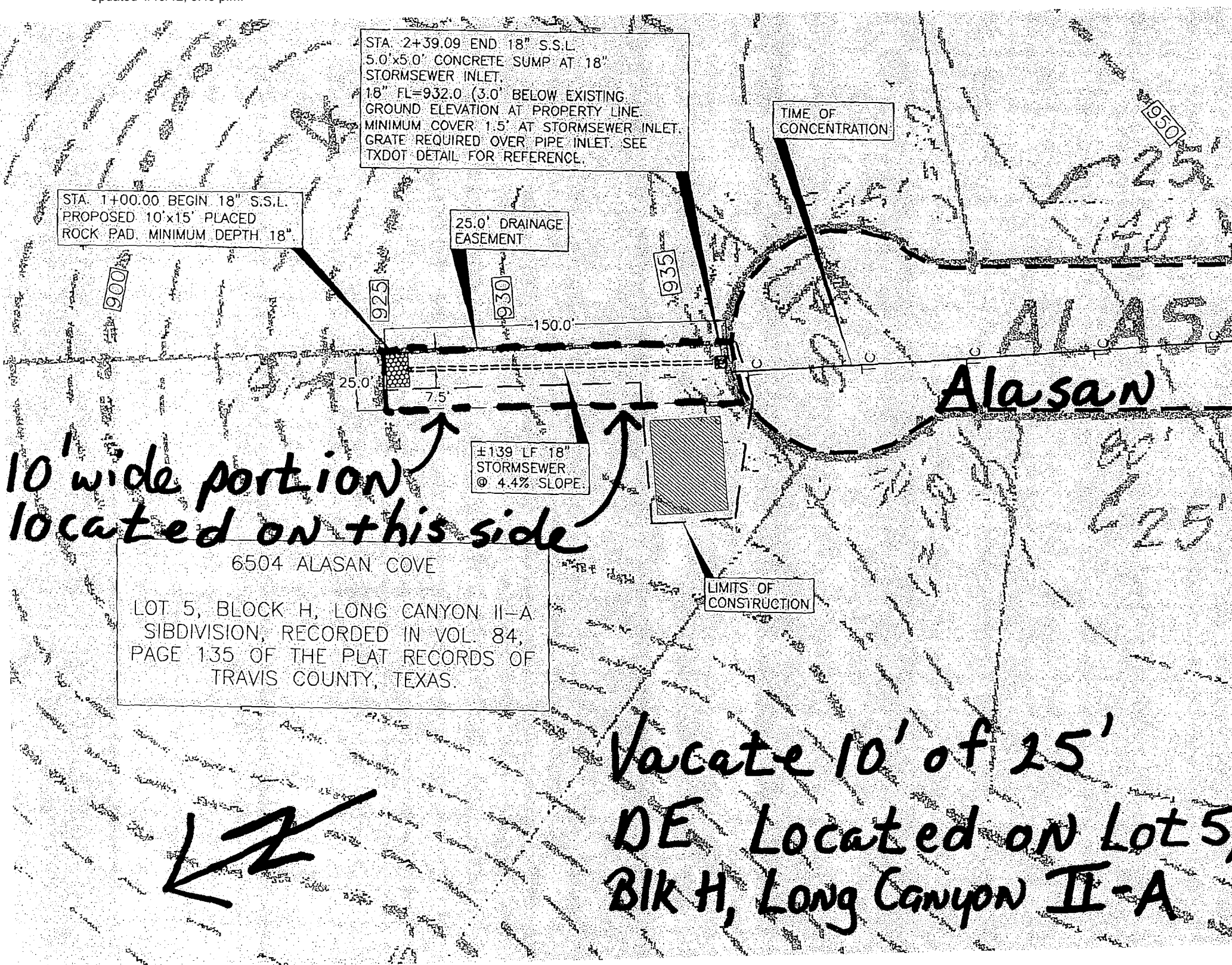
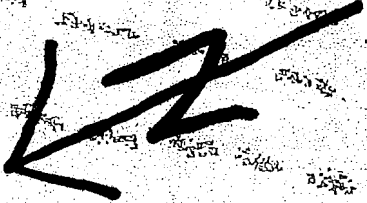
LIMITS OF
CONSTRUCTION

*10' wide portion
located on this side*

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.

Alasan

*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

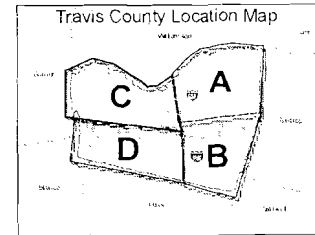
Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Creek
- Water Body
- Park
- Incorporated Area
- County Boundary

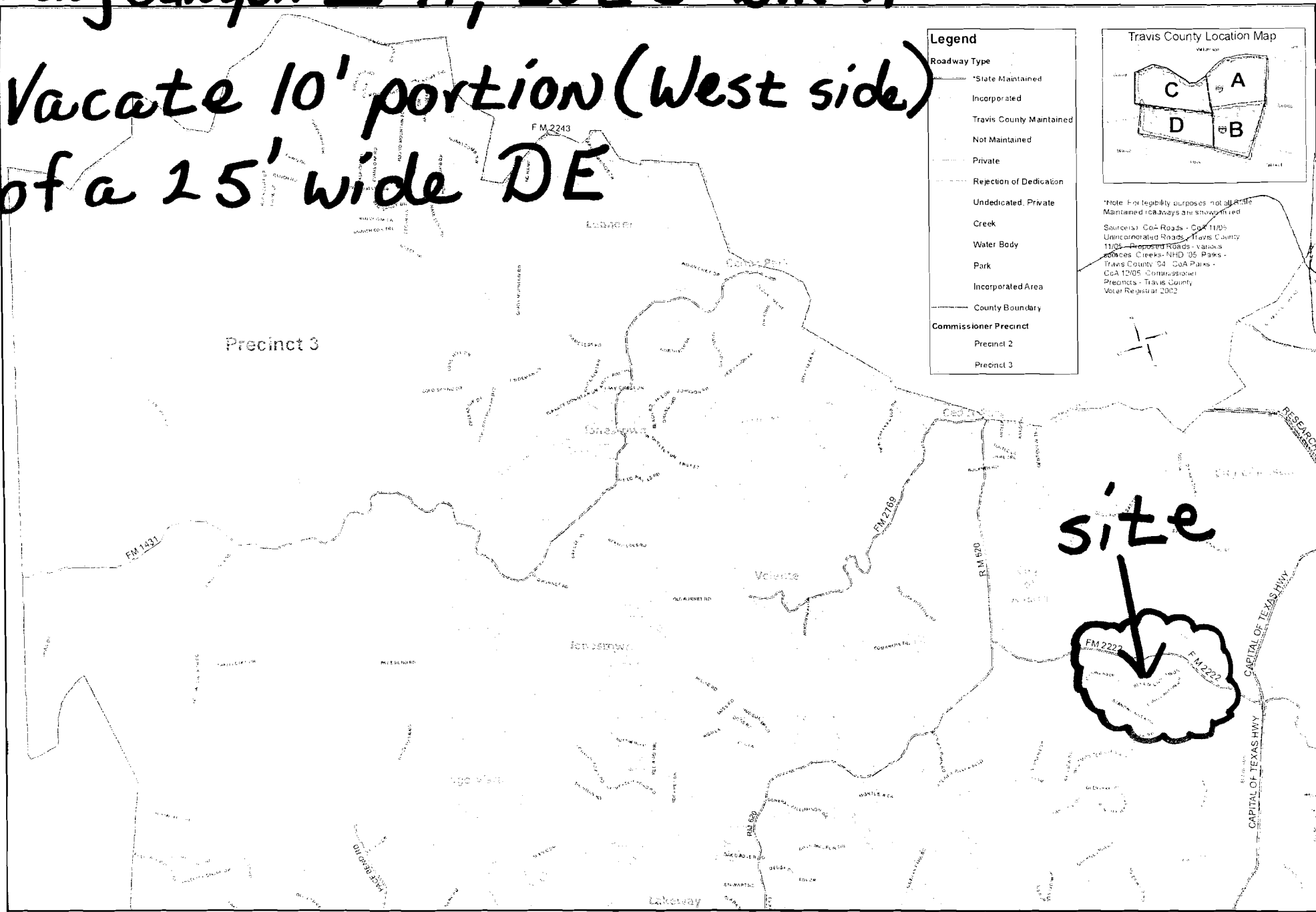
Commissioner Precinct

- Precinct 2
- Precinct 3



*Note: For legibility purposes not all State Maintained roadways are shown/lined

Sources: CoA Roads - CoA 11/05
 Unincorporated Roads - Travis County 11/05
 Rejected Roads - Various
 Creeks - NHD 05
 Parks - Travis County 04
 CoA Parks - CoA 12/05
 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) 854-5383

Text Scale:
 1 inch equals 1.002 miles
 1 inch equals 5,280 feet

Travis County Roadways, Map C

0 1
 Miles

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 12/28/2005
 http://www.co.travis.tx.us/maps




Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

Division Director/Manager: Anna Bowlin, Division Director of Development Services

AM

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a 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 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:

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

ISSUES AND OPPORTUNITIES:

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.

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:

N/A.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request/Engineer's Letter
HOA Letter
Original 2007 Backup Memo
Addendum to 2007 Backup Memo
Sign Affidavit and Pics
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Long Canyon II-A

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:

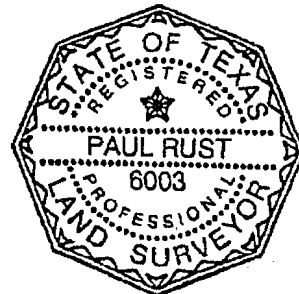
COUNTY OF TRAVIS §

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.

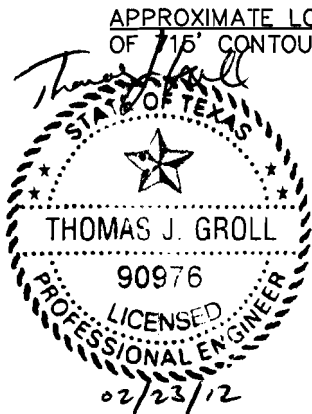
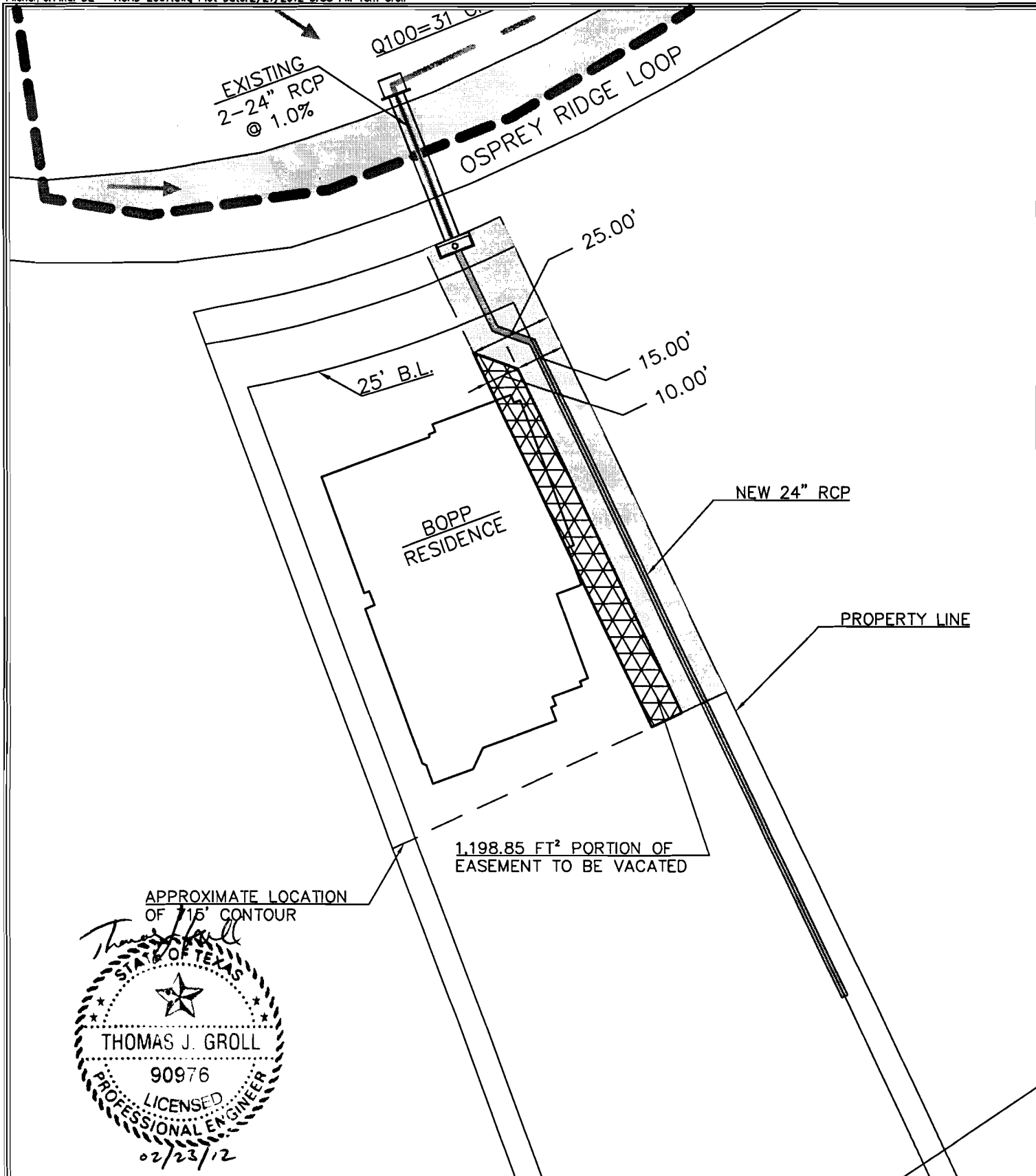
WITNESS MY HAND AND SEAL this 23rd day of February, 2012.



Paul J. Rust R.P.L.S. # 6003



Filename: Final DE - ACAD 2007.dwg Plot Date: 2/21/2012 3:38 PM Tom Groll



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

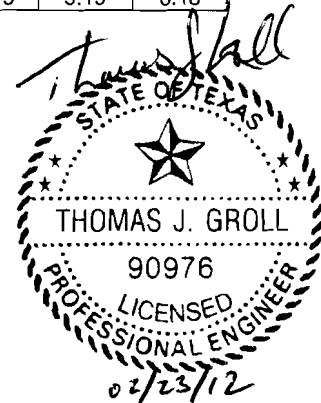
DA #	Total Drainage Area (Ac)	Impervious Cover Area (Ac)	Impervious Cover Run-off Coefficients C100	Pervious Cover Area (Ac)	Pervious Cover Run-off Coefficients C100	Composite C Value C100
1	4.17	0.88	0.95	3.29	0.53	0.62

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





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Vacation of a Drainage Easement sign was posted on _____, 2012, on the south side of Osprey Ridge Loop at the east lot line of Lot 57, Block A of Waterford on Lake Travis, Section Two at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 3rd DAY OF April, 2012.

SIGNATURE: David Greear

NAME (PRINT): David Greear

TITLE: Traffic Program Manager

cc: Garcia (sign shop)

C:\Users\GreearD\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\0XE1HJMN\SignReque

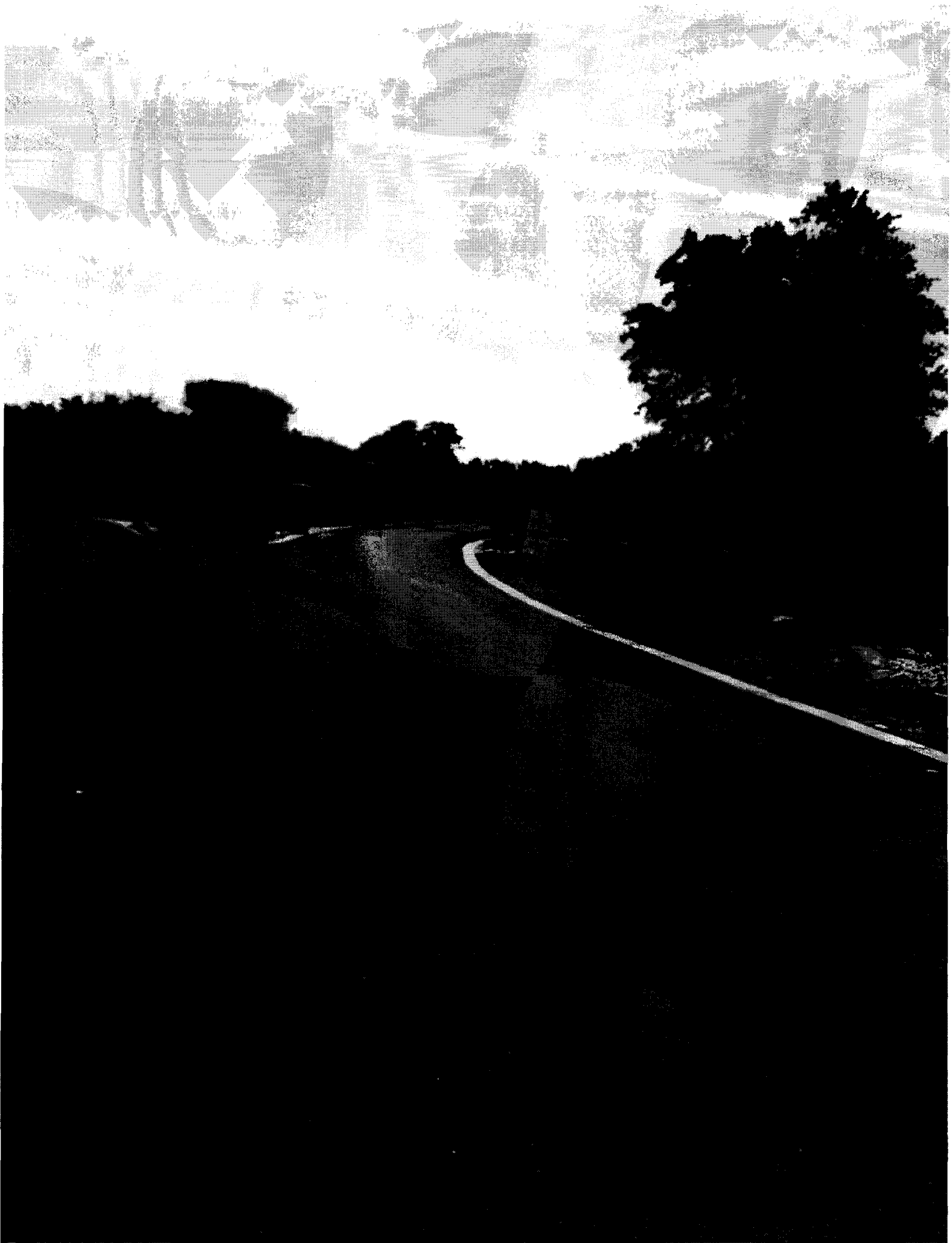
NOTICE TO THE
PUBLIC

HEARING

9:00 AM
T VACATION

ION OF A JO
BE DRAINAGE
THE EAST
BLOCK A OF
SECTION

STATE





Travis Central Appraisal District
 P.O. Box 149012
 Austin, Texas 78714
Internet Address: www.traviscad.org
 Main Telephone Number (512) 834-9317
 Appraisal Information (512) 834-9318
 TDD (512) 836-3328

This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or other data. The user is responsible for verifying the accuracy of the information. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

NAD 1983 StatePlane
 Texas Central FIPS 4203 Feet
 Projection: Lambert Conformal Conic

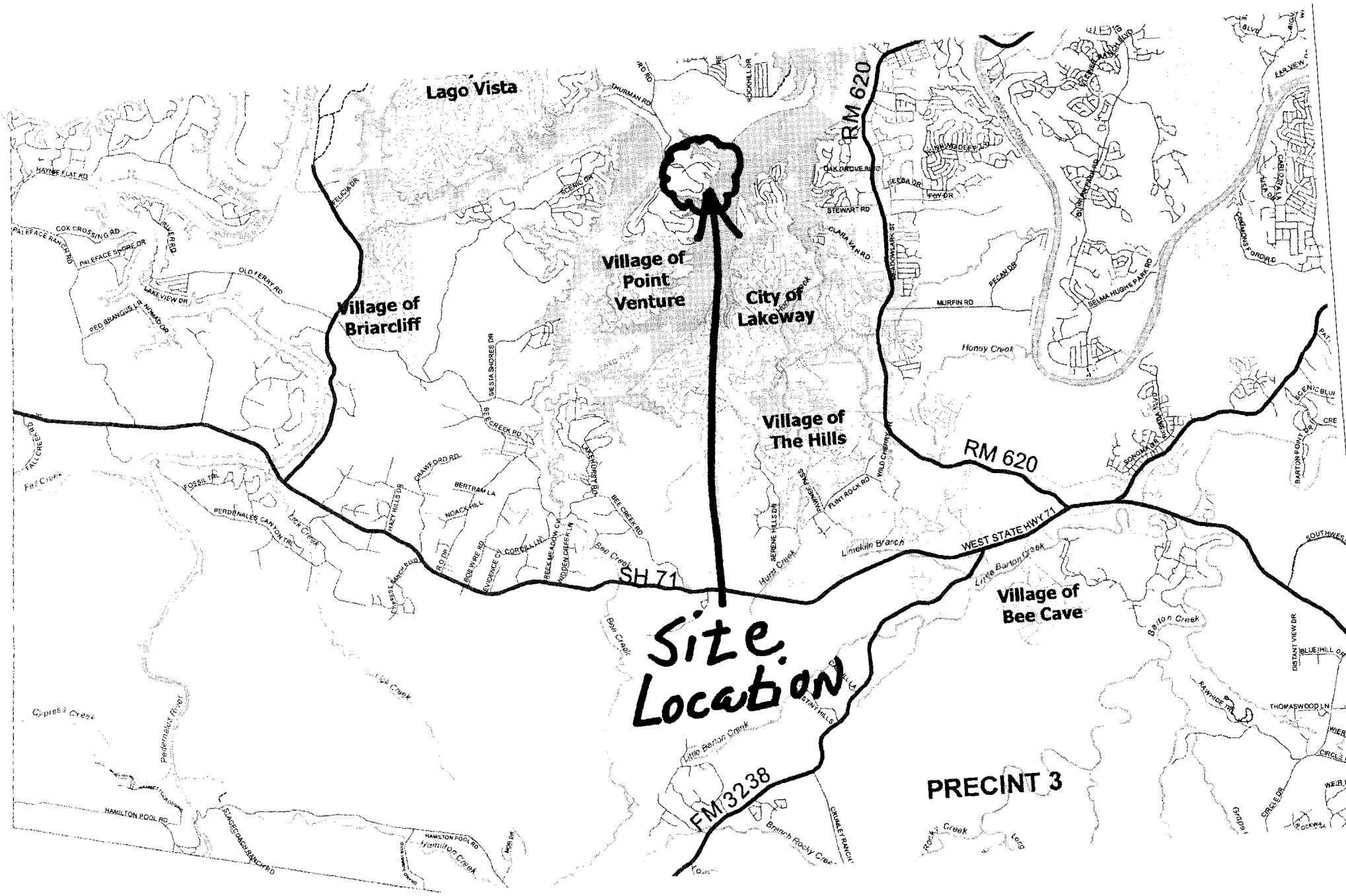
Italic = 100 scale map
 Thin = 100 scale map
 Bold = 400 scale map

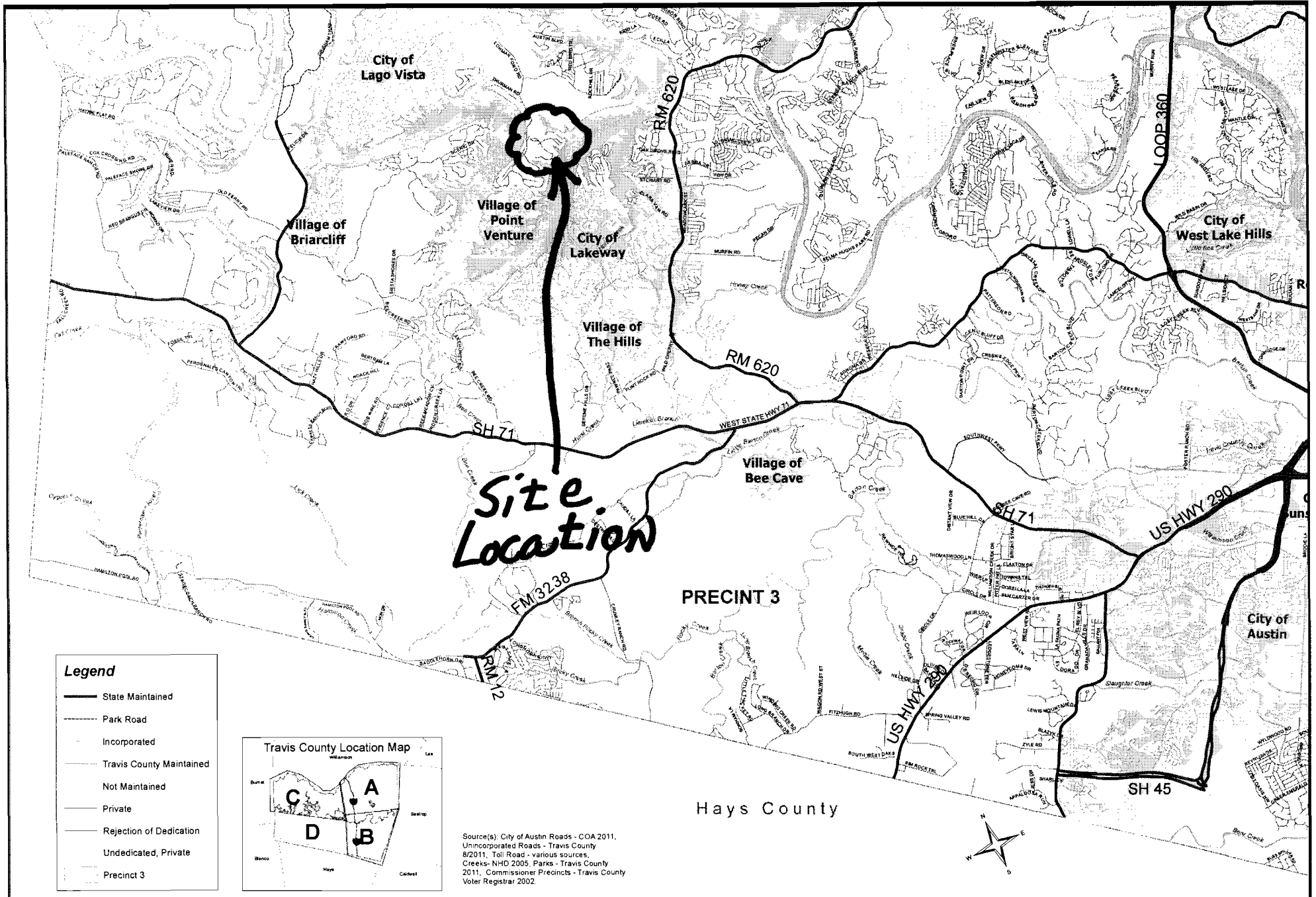
15470	15475	15480
15475	15480	15485
15480	15177	15485
15485	15490	15495

0 100 Feet

Revision Date
 2/03/2010

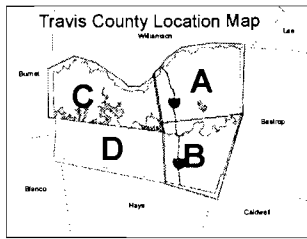
1 5276





Legend

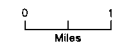
- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3



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 24, 2012

Prepared By: Thomas Weber **Phone #:** 854-4629

Division Director/Manager: Jon A. White, Director, Natural Resources & Environmental Quality Division

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action to fund the remaining four years of environmental monitoring near the Texas Industries, Inc. site in the Colorado River Corridor from the Travis County allocated reserve.

BACKGROUND/SUMMARY OF REQUEST:

TNR requests \$168,290 in funding from the allocated reserve to be used to continue the remaining years of environmental monitoring to determine if the permitted Texas Industries, Inc. (TXI) mining operation in the Hunters Bend area is affecting the quality of groundwater and air, noise levels, and groundwater elevation. To date, the Commissioners Court has funded only the first year of "baseline" monitoring. Proposed today is a request to fund up to four years of monitoring, including up to two "interim" years of scaled back monitoring prior to the commencement of mining and two "active" years of monitoring to begin once TXI commences mining. A proposed budget for these activities is included as Exhibit A to detail the costs by year and by major task.

On January 11, 2011, the Commissioners Court approved of funding to complement third party funding from the City of Austin (COA) and in-kind laboratory analytical services provided by the Lower Colorado River Authority (LCRA) for the Year One effort. A Request for Services (RFS) resulted in selection and approval of a scope of work and one-year contract effective July 5, 2011 - July 4, 2012, to URS Corporation to conduct the monitoring. The baseline year effort is ongoing at this time and is expected to be completed on schedule. The Professional Services Agreement between the County and URS Corporation provides an option to extend the contract if funding can be secured.

STAFF RECOMMENDATIONS:

TNR staff recommend a one-time approval of \$168,290 to TNR from the Travis County allocated reserve fund to be used to extend the URS Corporation contract to accomplish the remaining four years of the environmental monitoring (July 5, 2012 - July 4, 2016).

ISSUES AND OPPORTUNITIES:

This proposal fulfills the concerns of the Commissioners Court that we aggressively determine what, if any, impacts the sand and gravel mining at TXI pose on the environment. Air monitoring is evaluating whether particulate matter results in nuisance or human health impacts on neighborhoods. Noise monitoring similarly is evaluating nuisances and objectionable conditions. Groundwater monitoring evaluates changes in groundwater elevations and changes in the quality of water in the Colorado River Alluvial Aquifer. This aquifer is used as a drinking water and agricultural water source by both private and public water well owners.

Even with a reasonable and well-funded monitoring effort, it may prove difficult to statistically conclude that environmental changes occur from mining. Among the difficulties are changes in the aquifer due to seasonal or weather-related phenomenon unrelated to mining and the possible sporadic nature of air quality or noise changes that could go undetected.

FISCAL IMPACT AND SOURCE OF FUNDING:

The cost of the monitoring may be less than is requested, dependent upon the actual time TXI begins to mine sand and gravel. For instance, if mining were to begin in 2013, there would only be one interim year to fund rather than two years. It remains unclear when TXI will commence mining.

The initial contract with URS Corporation was approved for \$60,865.74. A contract amendment approved on September 27, 2011, added \$1,500 to allow for unanticipated legal work to execute an access agreement to use certain wells on private property. For the baseline year nearing completion, the LCRA is providing up to \$15,000 of in-kind services for analysis of groundwater samples and the COA provided \$60,000 towards the overall Colorado River Corridor planning effort that includes the environmental monitoring as a component. Both the COA and LCRA have declined to provide financial support for additional monitoring in the remaining years. TNR does not have the flexibility to move the necessary funding for the remaining years from another source within its departmental budget and therefore requests that this priority be approved from allocated reserve funds or another appropriate source.

ATTACHMENTS/EXHIBITS:

Exhibit A - URS Environmental Monitoring Tasks and Costs

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	NREQ Director	TNR	854-7212

CC:

Randy Nicholson	Comprehensive Planning Manager	TNR	854-4603
Thomas Weber	Env. Program Manager	TNR	854-4629
Jason Walker	Purchaser	Purchasing Dept.	854-4562

:
:
0801 - NREQ - Environmental Projects

EXHIBIT A

URS ENVIRONMENTAL MONITORING TASKS AND COSTS

JULY 2012 - JULY 2016



April 11, 2012

Thomas W. Weber
Transportation & Natural Resources
Travis County
1010 Lavaca
Third Floor
Austin, TX 78701

Re: Environmental Monitoring Services for the Colorado River Corridor Plan

Dear Mr. Weber:

URS Corporation (URS) is pleased to present our cost estimate for Environmental Monitoring Services for the Colorado River Corridor Plan. This estimate includes costs for two years of interim monitoring and two years of monitoring during active mining. These costs are consistent with the technical approach, schedule, and scope presented in our March 2, 2011 proposal. However, three changes to the original scope have been made and include:

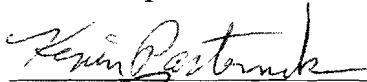
- Addition of an additional interim monitoring year that will take place after the first interim year and before the start of active mining;
- Using URS-owned Airmetrics MiniVol air samplers for measuring PM2.5 and PM10 rather than the Capitol Area Council of Governments air sampling equipment; and
- URS subcontracting directly with LCRA Environmental Laboratory Services for groundwater analytical services.

URS' costs are provided in Attachment 1 and include: 1) cost estimates, by year, for two interim years and two years during active mining; 2) a rate sheet to be used for compensating any additional services (only to be used upon receiving a written request from the Executive Director); 3) unit rates for reimbursable expenses; and 4) additional travel and equipment rental costs. Revisions to the proposed environmental monitoring services have resulted in a cost increase of \$62,031.92 and a new total cost of \$168,289.86 for the four years of proposed environmental monitoring services from June 2012 to June 2016.

We look forward to your favorable consideration and stand ready to continue this project. Should you require additional information, please do not hesitate to contact Kevin Pasternak at your convenience.

Respectfully,

URS Corporation



Kevin Pasternak, PG
Project Manager
(512) 419-5293

For Tylee P. Jones, PG
Vice President, Remediation Department
Manager

URS Corporation
9400 Amberglen Boulevard
Austin, TX 78729
Tel: 512.454.4797
Fax: 512.454.8807
www.urscorp.com

ATTACHMENT 1**Compensation for Basic Services and Reimbursable Expenses**

Year	Task	Description	Unit	Price	Notes
Interim 1	1	Groundwater Availability and Quality - Interim Baseline Sampling (Quarterly Water Level and Annual Water Quality), and First Interim Report	Lump Sum	\$26,648.79	Assumes a 12 month Interim period
Interim 1	1	Reproduction Cost for First Interim Baseline Annual Report	Lump Sum	\$319.87	Reimbursable Cost
Interim 1	1	Interim Year 1 Total Cost	Lump Sum	\$26,698.66	
Interim 2	1	Groundwater Availability and Quality - Interim Baseline Sampling (Quarterly Water Level and Annual Water Quality), and Second Interim Report	Lump Sum	\$26,809.93	Assumes a 12 month Interim period
Interim 2	1	Reproduction Cost for Second Interim Baseline Annual Report	Lump Sum	\$323.33	Reimbursable Cost
Interim 2	1	Interim Year 2 Total Cost	Lump Sum	\$27,133.26	
3	1	Groundwater Availability and Quality - Year 2 Groundwater Sampling (quarterly), and Year 3 Annual Report	Lump Sum	\$32,287.74	Assumes 10 wells
3	2	Air - Year 2 Air Sampling (quarterly), and Year 3 Annual Report	Lump Sum	\$17,775.56	
3	3	Noise - Year 3 Sampling (quarterly), and Year 3 Annual Report	Lump Sum	\$13,116.70	
3	1,2,3	Reproduction Cost for Year 3 Annual Report	Lump Sum	\$332.16	Reimbursable Cost
3	1,2,3	Year 3 Total Cost	Lump Sum	\$63,512.16	Finish Noise Monitoring
4	1	Groundwater Availability and Quality - Year 4 Groundwater Sampling (quarterly), and Year 4 Annual Report	Lump Sum	\$33,103.54	Assumes 10 wells
4	2	Air - Year 4 Air Sampling (quarterly), and Year 4 Annual Report	Lump Sum	\$17,506.57	
4	1,2	Reproduction Cost for Year 4 Annual Report	Lump Sum	\$335.66	Reimbursable Cost
4	1	Year 4 Total Cost	Lump Sum	\$50,945.77	
				\$168,289.86	Grand Sum

Hourly Rates for Additional Services

Staff Category	2012 Hourly Rate	2013 Hourly Rate	2014 Hourly Rate	2015 Hourly Rate
Senior Project Manager	\$136.35	\$139.08	\$141.86	\$144.69
Deputy Project Manager	\$89.90	\$91.70	\$93.53	\$95.40
Senior Noise Scientist	\$105.19	\$107.30	\$109.44	\$111.63
Senior Air Scientist	\$115.24	\$117.54	\$119.89	\$122.29
Senior Chemist	\$116.17	\$118.50	\$120.87	\$123.29
Senior Project ITR	\$122.18	\$124.62	\$127.11	\$129.65
Staff Scientist/Engineer	\$79.39	\$80.98	\$82.60	\$84.55
Staff Scientist/Geologist	\$83.52	\$85.19	\$86.89	\$88.63
Staff Air Scientist	\$82.11	\$83.75	\$85.43	\$87.14
Staff Chemist	\$88.40	\$90.17	\$91.97	\$93.81
Junior Staff Scientist/Geologist	\$53.49	\$54.56	\$55.65	\$56.76
Senior Noise Scientist ITR	\$143.67	\$146.54	\$149.47	\$152.46
CADD Tech	\$74.51	\$76.00	\$77.52	\$79.07
Clerical/Administrative	\$51.52	\$52.55	\$53.60	\$54.67
Geosciences Expert Community Liaison	\$204.00	\$208.08	\$212.24	\$216.48
Field Tech	\$51.00	\$52.02	\$53.06	\$54.12

Reimbursable Expenses Rates

Item	Description	Unit	2012 Price	2013 Price	2014 Price	2015 Price
Reproduction	Black and white copies	Each	\$0.07	\$0.07	\$0.07	\$0.07
Miscellaneous Reproduction Supplies (Binders, tabs, etc.)	Laminated color tabs, 3 ring binders	Each	\$7.34	\$7.49	\$7.64	\$7.79
Shipping (FedEX)	Standard delivery	Each	\$12.24	\$12.48	\$12.73	\$12.98
Color Copies	Black and white copies	Each	\$1.09	\$1.11	\$1.13	\$1.15

Additional Travel and Equipment Rental Costs

Item	Rate	Unit	Note
Water Quality Meter (includes ORP and dissolved oxygen)	\$78.62	day	rent
Water Level Meter	\$29.07	day	rent
Miscellaneous Field Supplies (Ice, Packaging Materials, Tools, Rubber Gloves)	\$20.00	event	purchase, consumables
Transducers (in-situ troll 700 with vent cable and com)	\$924.71	year	lease
Submersible Pump	\$140.00	each	purchase
Noise equipment	\$525.00	week	rent
Air Filter Analysis	\$33.00	each	PM2.5, PM10
Survey Borings, Monitoring Wells	\$250.00	each	subcontractor
Business Mileage (mi)	\$0.500	mile	for personal vehicle use
Daily Truck Rental	\$100.00	day	rent
Daily Car Rental	\$50.00	day	rent
Gasoline for Rental Vehicle or Generator	\$4.00	gallon	purchase, consumables
Sample Shipping (Fed EX)	\$100.00	each	
55 gallon drums	\$55.00	each	purchase
Records Acquisition	\$35.00	each	purchase
Disposable Bailers (case of 24)	\$130.00	case	purchase
Bailer rope	\$65.00	roll	purchase
Generator	\$1,500.00	month	rent
Polytank	\$600.00	each	purchase
Grundfos Pump and Controller	\$500.00	week	rent



Travis County Commissioners Court Agenda Request

Meeting Date: 04/24/2012, 9:00 AM, Voting Session

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

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Review and approve a Contract with Texas Gas Service Energy to continue the existing Share the Warmth Program through Health and Human Services to provide utility assistance for qualified households needing assistance with their Texas Gas Service natural gas bills;

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This grant provides funds from Texas Gas Service to assist qualifying households that need assistance to meet their energy needs. The eligible households will be those within Travis County experiencing a financial hardship and unable to pay the energy bills from the Company

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

The grant does not require a match.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

TRAVIS COUNTY

4/24/2012

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 58	Share the Warmth	04/01/12 09/30/12	\$24,500	\$0	\$0	\$0	\$24,500	-	R	S	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

1

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

4

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
39	Travis County Adult Probation Co-Occurring Re-entry Services	10/01/2012 9/30/2012	\$565,345.00	\$0.00	\$0	\$0	\$565,345.00	3.00	4/17/2012
49	FY 12/13 CAPCOG Travis County Expo Center Recycling Grant	7/1/2012 06/30/2013	\$31,500.00	\$0.00	\$0	\$0	\$31,500.00	-	4/17/2012
57	NEH Preservation Assistance	2/01/2012 8/1/2013	\$6,000.00	\$0.00	\$0	\$0	\$6,000.00	-	4/17/2012

*Amended from original agreement.

\$10,717,312 \$861,657 \$4,054,579 \$197,506 \$15,831,054 57.16

**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 Assitance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012
58	ARRA WAP Weatherization Assistance Program*	09/01/2009-02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	2/21/2012
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010-09/30/2013	\$400,000	\$0	\$0	\$0	\$400,000	-	2/28/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
42	Drug Diversion Court*	09/01/2011- 08/31/2012	\$132,702	\$0	\$7,930	\$0	\$140,632	1.00	4/3/2012

*Amended from original agreement.

\$27,850,988 \$601,435 \$67,179 \$313,024 \$28,832,626 33.41

8

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.

Updated 4/19/12, 3:45 p.m.
 TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT
 CONTRACTS

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

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

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office	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	\$ -		\$ -		\$ -		\$ -		\$ -

9

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 checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	58/54	
Contact Person/Title:	Lisa Sindermann / Contract Compliance Specialist	
Phone Number:	854-4594	

Grant Title:	Share the Warmth Program				
Grant Period:	From:	04/01/12	To:	09/30/12	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>		
Grantor:	Texas Gas Service				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Originating Grantor:					

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	\$0
Operating:	24,500	0	0	0	\$24,500
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$24,500	\$0	\$0	\$0	\$24,500
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MG	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Number of Households receiving utility assistance	15,000					15,000
Measures For Grant						
Number of Households receiving utility assistance through the Share the Warmth Program	263					263
Outcome Impact Description	Utility assistance provided by this program is to address energy needs of an eligible household relating to the household's Texas Gas Service utility bills. Texas Gas Service is a major provider of natural gas service within Travis County.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This contract with the Texas Gas Service will allow HHS&VS to provide funds directly for indigent utility assistance. There is no county match requirement. 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 Share the Warmth program is a new program from Texas Gas Service. This program serves as a substitute for the previous Texas Gas Service's Project Care program which was discontinued in 2011. This program will be established with similar eligibility guidelines as the Project Care program used. The program goal is assisting households in need of assistance with the energy costs of their Texas Gas Service utility billings. The eligible households will be those within Travis County experiencing a financial hardship and unable to pay the energy bills from the Company. It is the intent of the department to provide assistance through our programs to those in need during the time households have the greatest energy burden.

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

No additional funds are required.

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.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This program does not provide for indirect costs. The program funding provided by Texas Gas Service are donated monies and the Company intends for those funds to be used as direct services to eligible households.

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

Yes

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

This program is a new program from Texas Gas Service, however it replaces the program, Project Care, which the Department participated in for many years.

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.

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. The Department has previously received \$19,500 from Texas Gas Service and will begin client assistance for this program with that funding. After there is a fully executed contract, the Department will receive funds from Texas Gas Service on a quarterly basis. The Department estimates the quarterly allocations will range from \$5,000 to \$6,500. The \$24,500 is an estimated annual allocated amount based on previous annual allocations for the like Project Care program. The utility assistance provided by this program to Texas Gas Service qualified customers is another avenue the department has in meeting the requests of households who are experiencing an energy-related crisis.




**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115

DATE: April 9, 2012

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2012 Texas Gas Service Share the Warmth Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Gas Service for the Share the Warmth Program for 2012.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from Texas Gas Service. The Company has established a fund of which charitable contributions are made for the use of assistance to eligible households under the Share the Warmth Program. From this fund, Texas Gas Service will forward quarterly allocations to Travis County. The department has previously received \$19,500 from Texas Gas Service and will use these funds to begin the program assistance.

This Share the Warmth program replaces the Project Care program from Texas Gas Service which ended in 2011. The Department participated in that program for many years. TCHHSVS will use the Share the Warmth program funding to provide utility assistance for those qualified households needing assistance with their Texas Gas Service natural gas utility bills.

Budgetary and Fiscal Impact: We are able to use the Share the Warmth funds for direct service costs. These funds will be budgeted in an indigent utility assistance line item specific to this grant funding. No matching funds are required for this contract. The contract period will begin April 1, 2012, and the initial term will end September 30, 2012. The contract agreement will renew automatically October 1, 2012 for an additional one-year period and will

renew each October 1 thereafter for successive one year periods. The contract will terminate upon receipt of a written notice from either party requesting the termination.

Issues and Opportunities: The funds given by this program are a means to provide needed assistance to households in financial distress who need to meet their energy related obligations. Those qualified must be Travis County residents and natural gas utility customers of Texas Gas Service. The Texas Gas Service utility service area is the metropolitan portion of Travis County. Within the last year using the Project Care program funding, the department assisted 70 households with funds provided by that program.

- cc: Leslie Browder, County Executive, Planning and Budget Office
- Diana Ramirez, Budget Analyst Sr., Planning and Budget Office
- Susan Spataro, CPA, CMA, Travis County Auditor
- Jose Palacios, Chief Assistant County Auditor
- Michelle Gable, Auditor Analyst VI, County Auditors Office
- Cyd Grimes, CPM, Travis County Purchasing Agent
- Mary Etta Gerhardt, Assistant County Attorney
- Jim Lehrman, Division Director, Family Support Services

**SHARE THE WARMTH AGREEMENT
BETWEEN
TEXAS GAS SERVICE AND
TRAVIS COUNTY**

This Share the Warmth Agreement ("**Agreement**") is entered into by and between Texas Gas Service, a division of ONEOK Inc., (hereinafter the "**Company**") and Travis County, a political subdivision of the State of Texas, through Travis County Health and Human Services ("**Agency**").

BACKGROUND:

Company and Agency recognize the need for providing charitable assistance to persons in financial distress to meet energy related costs essential to their health and welfare.

Company has developed the Share the Warmth Program ("Share the Warmth" or "Program") as a supplement to government and community aid programs designed to assist persons in financial distress pay their natural gas bill from Texas Gas Service.

Agency is authorized to provide assistance to eligible persons, and Agency recognizes that Share the Warmth is a program for providing assistance to individuals who meet applicable Agency criteria.

Company will act as a conduit for contributions made by others so that Agency and such other nonprofit charitable organizations ("Other Agencies") can use and apply such contributions for the charitable purposes of the Share the Warmth Program in meeting the needs of the poor, disabled, sick and disadvantaged for gas service.

AGREEMENT:

In consideration of the mutual covenants hereinafter set forth, Company and Agency hereby agree as follows:

1. **Share the Warmth.** Agency acknowledges that Company has established Share the Warmth and that said program is funded by voluntary contributions from Company, its customers, employees and third parties. Agency further acknowledges that the policies and procedures governing the collection and the disbursement of the funds contributed to Share the Warmth (the "Share the Warmth Funds") by Company shall be established and may be modified by Company from time to time, with written notice of such changes to Agency, provided that Share the Warmth Funds shall always be disbursed to one or more of Agency and Other Agencies, and shall never be retained by Company for any other purpose. Agency shall develop and maintain criteria for determining eligibility of clients for distribution of Share the Warmth Funds by Agency. Any changes which amend any portion of this Agreement will be in writing and signed by both parties pursuant to Section 10.5 of this Agreement. If any changes to the policies and procedures governing the collection and the disbursement of the Share the Warmth Funds are made by Company with which Agency cannot agree, Agency may terminate this Agreement in accordance with Section 9 of this Agreement.

2. **Funds.** Any Share the Warmth Funds obtained by Company are deemed to be collected on behalf of one or more of Agency and Other Agencies for the purposes described above. Company will act merely as a conduit for contributions made by others so that Agency and such Other Agencies can use and apply such contributions for the charitable purposes of the Share the Warmth Program.

3. **Fund Guidelines.** The Agency shall have the sole right to determine who receives the Share the Warmth Funds (such person being a "**Beneficiary**") subject, however, to the following conditions and restrictions.

3.1 **Financial Guidelines.** Although a Beneficiary does not have to meet federal poverty income guidelines in order to be eligible to receive Share the Warmth Funds, such Beneficiary shall be a person experiencing financial hardship according to Agency criteria.

3.2 **Beneficiary.** A Beneficiary must be the named person or full-time resident at the address on the Company natural gas account for which assistance is being requested.

3.3 **Limitation.** Share the Warmth Funds may only be used to pay Company natural gas bills, which may include, without limitation, customary monthly charges, past due amounts, late fees, and service charges.

3.4 **Confidential Information.** All information received by Agency from Company with respect to a Beneficiary (including, without limitation, payment history, account balance, address and personal information) shall be treated as confidential information and shall not be disclosed to any third party, other than as may be required by law or pursuant to the Release included in this Agreement.

4. **Share the Warmth Report.** Agency shall submit to Company monthly reports reflecting the following information:

- Number of applicants receiving assistance under the Program in the reported month and year to date;
- Total of funds distributed from the Program within the reported month
- Total of Program funds available for distribution received from Company to date
- Other information as reasonably requested by Company from time to time

The Share the Warmth Report shall be sent to Company no later than the fifteenth (15th) day of the month following the month for which the Share the Warmth Report was prepared. Company may from time to time amend the form, content and information requested in the Share the Warmth Report by providing thirty (30) day advance written notice to Agency. If Agency cannot accept such changes, Agency may terminate this Agreement in accordance with Section 9 of this Agreement. The monthly Share the Warmth Report is not required during periods when Agency does not have Share the Warmth Funds available to disburse to Beneficiaries.

5. **Share the Warmth File.** Agency will maintain a file and record of each payment awarded to the Beneficiaries. Agency will maintain separate financial accounting of the amounts disbursed from Company and payments to Company from Agency on behalf of the Beneficiaries.

6. **Right to Audit.** Company and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency related to this Agreement for examination of Agency's administration of Share the Warmth Funds and compliance with Section 7 below; provided however, this Section shall not be interpreted as granting Company the right to control how Agency determines which Beneficiaries will be entitled to receive Share the Warmth Funds or how Agency governs its day to day business.

7. **Compliance with Codes.** Agency agrees that either:

7.1 **Governmental Entity.** It is a state, county, or municipal agency whose authorized functions include assisting in the provision of energy assistance to low income individuals (for example, Comprehensive Energy Aid Program or CEAP); or

7.2 **Non-Profit.** It is and shall continue to be during the term of this Agreement be an organization described in Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may be amended from time to time (the "Code"), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code. Agency will immediately notify Company if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

8. **Non-exclusive Agreement.** Agency acknowledges that Company may enter into agreements with one or more Other Agencies, including Other Agencies located within Agency's service area, pursuant to which such Other Agencies will be eligible to participate in Share the Warmth. If Company enters into other agreements within the Travis County service area, data will be maintained and provided to prevent duplication of services to any Beneficiary from multiple sources.

9. **Term and Termination.**

9.1 **Initial Term.** The Initial Term of this Agreement will begin April 1, 2012 ("Effective Date") and continue through September 30, 2012.

9.2 **Renewal Term(s).** This Agreement shall automatically renew October 1, 2012, for an additional one-year period, and each October 1 thereafter for successive one year periods, unless terminated by either Party according to the Agreement. Either Agency or Company may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

9.3 **Pre-Agreement Funds.** The Parties agree that Agency has received Share the Warmth Funds prior to the Effective Date of this Agreement (pre-Agreement Funds) which have not been distributed by Agency due to the lack of an executed agreement. Upon execution of this Agreement, as of the Effective Date of this Agreement, the Parties agree

that Agency may distribute those Pre-Agreement Funds as well as any other Share the Warmth Funds received by Agency pursuant to the terms of this Agreement.

10. Miscellaneous.

10.1 Governing Law. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles. It is expressly understood that any lawsuit, litigation or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

10.2 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

10.3 Binding Effect; Delegation of Duties Prohibited. This Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Company may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

10.4 Notices. Whenever it is provided in this Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telecopies transmitted after 5:00 p.m. in the recipient's time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent, if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to the Company:

Texas Gas Service
Attn:
5613 Ave. F
Austin, TX 78751

If to Agency:

Sherri E. Fleming, County Executive (or her successor)
Travis County Health and Human Services & Veterans Service
P. O. Box 1748
Austin, Texas 78767

or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

10.5 Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto. It is acknowledged by Company that no officer, agent, employee or representative of Agency other than the Travis County Commissioners Court has any authority to sign any document or make any agreement obligating Agency. Agency represents and warrants that the signatory to this Agreement is authorized to sign this Agreement on behalf of Agency.

10.6 Section Headings and Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" refer to the corresponding Section of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.9 Immunity or Defense. It is expressly understood and agreed by Agency and Company that, neither the execution of this Agreement, nor any conduct of any representative of Agency relating to this contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

10.10 Independent Contractor. Company and Agency agree that the parties enter into this agreement as independent contractors and that each assumes all of the rights, obligations and liabilities applicable to that party as an independent contractor.

10.11 Public Purpose. By execution of this Agreement, Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this agreement constitute a significant public concern impacting members of the indigent population which the County serves, and that services provided

under this agreement will further the public purpose of addressing those health and human services issues, problems and needs.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

TEXAS GAS SERVICE

TRAVIS COUNTY

BY: _____

Name:

Title:

|

BY: _____

Samuel T. Biscoe

Travis County Judge

Travis County Commissioners Court



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: ACCEPT AND OPEN BIDS RELATING TO, AND CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING, THE ISSUANCE OF \$21,920,000 TRAVIS COUNTY, TEXAS, UNLIMITED TAX ROAD BONDS, SERIES 2012, AND MATTERS PERTAINING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation

STAFF RECOMMENDATIONS: PBO recommends approval.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

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.

**AN ORDER OF THE
TRAVIS COUNTY COMMISSIONERS COURT**

authorizing

**\$21,920,000
TRAVIS COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS
SERIES 2012**

Adopted: April 24, 2012

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01	Definitions	2
Section 1.02	Findings	3
Section 1.03	Table of Contents, Titles and Headings.	3
Section 1.04	Interpretation.	4

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01	Tax Levy.....	4
Section 2.02	Interest and Sinking Fund.....	4

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01	Authorization.....	5
Section 3.02	Date, Denomination, Maturities and Interest.	5
Section 3.03	Medium, Method and Place of Payment.	6
Section 3.04	Execution and Registration of Bonds.....	7
Section 3.05	Ownership.	8
Section 3.06	Registration, Transfer and Exchange.	8
Section 3.07	Cancellation.....	9
Section 3.08	Temporary Bonds.....	9
Section 3.09	Replacement Bonds.....	10
Section 3.10	Book-Entry Only System.	11
Section 3.11	Successor Securities Depository; Transfer Outside Book-Entry Only System.	11
Section 3.12	Payments to Cede & Co.	12

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01	Redemption Before Maturity.....	12
Section 4.02	Optional Redemption.	12
Section 4.03	Partial Redemption.	12
Section 4.04	Notice of Redemption to Owners.....	13
Section 4.05	Payment Upon Redemption.....	13
Section 4.06	Effect of Redemption.	14

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01	Appointment of Initial Paying Agent/Registrar.....	14
Section 5.02	Qualifications.....	14
Section 5.03	Maintaining Paying Agent/Registrar.....	14
Section 5.04	Termination.....	15
Section 5.05	Notice of Change to Owners.....	15
Section 5.06	Agreement to Perform Duties and Functions.....	15
Section 5.07	Delivery of Records to Successor.....	15

ARTICLE VI

FORM OF THE BONDS

Section 6.01	Form Generally.....	15
Section 6.02	Form of the Bonds.....	16
Section 6.03	CUSIP Registration.....	21
Section 6.04	Legal Opinion.....	21

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01	Sale of Bonds, Official Statement.....	21
Section 7.02	Control and Delivery of Bonds.....	22
Section 7.03	Deposit of Proceeds; Transfer of Funds.....	22

ARTICLE VIII

INVESTMENTS

Section 8.01	Investments.....	23
Section 8.02	Investment Income.....	23

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01	Payment of the Bonds.....	23
Section 9.02	Other Representations and Covenants.....	23

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01	General Tax Covenants.....	24
Section 10.02	No Private Use or Payment and No Private Loan Financing.....	24
Section 10.03	No Federal Guaranty.....	24
Section 10.04	Bonds are not Hedge Bonds.....	25
Section 10.05	No-Arbitrage Covenant.....	25
Section 10.06	Arbitrage Rebate.....	25
Section 10.07	Information Reporting.....	25
Section 10.08	Record Retention.....	26
Section 10.09	Registration.....	26
Section 10.10	Continuing Obligation.....	26

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01	Events of Default.....	26
Section 11.02	Remedies for Default.....	26
Section 11.03	Remedies Not Exclusive.....	27

ARTICLE XII

DISCHARGE

Section 12.01	Discharge.....	27
---------------	----------------	----

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01	Annual Reports.....	27
Section 13.02	Material Event Notices.....	28
Section 13.03	Limitations, Disclaimers and Amendments.....	29

EXECUTION

Exhibit A - Description of Annual Disclosure of Financial Information.....	A-1
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AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, UNLIMITED TAX ROAD BONDS, SERIES 2012, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$21,920,000 AND AWARDING THE SALE THEREOF; LEVYING A TAX IN PAYMENT THEREOF; APPROVING A BOND PURCHASE CONTRACT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, at county-wide elections held in Travis County, Texas (the "County"), on November 7, 2000, November 6, 2001 and November 8, 2011, the County was authorized by the voters to issue unlimited tax road bonds;

WHEREAS, at said elections, the following are among the purposes and amounts of the unlimited tax road bonds which were authorized, reflecting any amount previously issued pursuant to such voted authorization, the amount of certificates of obligation issued in lieu thereof, the amount therefrom being issued pursuant to this Order, and the balance that remains unissued after the issuance of the unlimited tax road bonds herein authorized, to-wit:

<u>Purpose</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>In Lieu C.O.s Issued</u>	<u>Amount Being Issued</u>	<u>Unissued Balance</u>
<u>2000 Election</u>					
Road Bonds	\$ 28,000,000	\$ 22,000,000	\$ 4,000,000	\$ 1,515,000	\$ 485,000
<u>2001 Election</u>					
Road and Bridges (Prop. 1)	57,430,000	55,240,000	-0-	-0-	2,190,000
<u>2011 Election</u>					
Road and Bridges	132,840,000	-0-	-0-	20,405,000	112,435,000

WHEREAS, the Commissioners Court of Travis County has found and determined that it is necessary and in the best interest of the County and its citizens that it authorize by this Order the issuance and delivery of \$ bonds in a single series at this time;

WHEREAS, it is affirmatively found that the County is authorized to issue, sell and deliver such bonds pursuant to the Constitution and laws of the State of Texas, particularly Article III, Section 52 of the Texas Constitution ("Article III, Section 52") and Section 1471.011 of the Texas Government Code; particularly, it is also affirmatively found that the amount of all Article III, Section 52 debt outstanding within the County (including the Bonds) does not exceed twenty-five percent (25%) of the assessed value of real property within the County; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02(a) of this Order.

“Bonds” means the County’s bonds authorized to be issued by Section 3.01 of this Order and designated as “Travis County, Texas, Unlimited Tax Road Bonds, Series 2012.”

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commissioners Court” means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

“County” means Travis County, Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 11.01 of this Order.

“Fiscal Year” means such fiscal year as shall from time to time be set by the Commissioners Court.

“Initial Bond” means the Initial Bond authorized by Section 3.04 of this Order.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Order.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing March 1, 2013.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bond3, as shown in the Register.

“Paying Agent/Registrar” means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

“Purchaser” means the initial purchaser of the Bonds named in Section 7.01 hereof.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Order.

“Representations Letter” means the Blanket Letter of Representations between the County and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Order.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Order.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, without legal limit as to rate or amount, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Order.

(d) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Unlimited Tax Road Bonds, Series 2012, Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The County's bonds to be designated "Travis County, Texas, Unlimited Tax Road Bonds, Series 2012" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Chapter 1471, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of \$21,920,000 for providing funds to: (i) pay the costs for the construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof, including, without limitation, related road drainage, bike lanes and sidewalks, and replacement and improvement of road bridges (2011) and the construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof, including related road drainage and replacement and improvement of road bridges (2001) (collectively, the "Project"); and (ii) pay the costs of issuance of the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated April 1, 2012. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2013	\$ 520,000		2023	\$ 1,110,000	
2014	835,000		2024	1,145,000	
2015	860,000		2025	1,185,000	
2016	890,000		2026	1,220,000	
2017	915,000		2027	1,260,000	
2018	045,000		2028	1,300,000	
2019	075,000		2029	1,345,000	
2020	1,010,000		2030	1,385,000	
2021	1,040,000		2031	1,430,000	
2022	1,075,000		2032	1,475,000	

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided,

however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of Bonds, interest may be paid by wire transfer to the bank account of such owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In

lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Representative or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Representative a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for

exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the County or may in accordance with law destroy such cancelled Bonds and periodically furnish the County with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form

surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance of the Bonds, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the County determines that it is in the best interest of the County and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such

successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the County to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Redemption Before Maturity.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The County reserves the option to redeem Bonds maturing on and after March 1, 2023 in whole or any part, before their respective scheduled maturity dates, on March 1, 2022 or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar

from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.04(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

If the County shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or

produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
UNLIMITED TAX ROAD BOND
SERIES 2012

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:

_____ % March 1, _____ April 1, 2012 _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2013.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at

the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the designated payment/transfer office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 in principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$21,920,000 (herein referred to as the "Bonds"), issued pursuant to a certain order of the County (the "Order") for the purpose of providing funds for road construction and improvements as described in the Order and to pay the costs of issuing the Bonds.

The County has reserved the option to redeem the Bonds maturing on or after March 1, 2023 in whole or in part before their respective scheduled maturity dates, on March 1, 2022 or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lots the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the county in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bond or portion thereof shall cease to accrue.

In the Order, the County reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent

to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Bonds, without legal limit as to rate or amount.

In witness whereof, the County has caused this Bond to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Bond.

County Judge

County Clerk

REGISTERED:

County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates "</u>
--------------	-----------------------------------	-----------------------------

(Information to be inserted from
schedule in Section 3.02 of this Order)

(iii) the Initial Bond shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds are hereby sold and awarded to and shall be delivered to _____ (the "Purchaser"), at a price equal to the principal amount thereof, plus accrued interest thereon from the Dated Date to the Closing Date plus a cash premium of \$ _____. It is hereby officially found, determined and declared that the bid of the Purchaser is the best and lowest bid submitted for the Bonds. The Bonds shall be initially registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The County agrees to deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the County Judge, may be used by the Underwriters in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Purchaser are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the Bonds on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 7.02 Control and Delivery of Bonds.

(a) The County Judge is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining proceeds of the Bonds shall be deposited to a special account of the County and shall be used solely for the purposes for which the Bonds are being issued, as herein provided. To the extent any of such sum is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until the accomplishment of the purposes for which the Bonds are issued; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and in the manner prescribed in such Bond; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Bonds will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation or failure to satisfy any provision of Sections 103 and 141 through 150 of the Code and the applicable Regulations that are applicable to the Bonds. In particular, the County covenants and agrees to comply with each requirement of this Article X, provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Article X will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of

section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar

quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 10.09 Registration.

The Bonds will be issued in registered form.

Section 10.10 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under

this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.02 Material Event Notices.

(a) The County shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material; and
- (xi) rating changes.
- (xii) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course

of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.02 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any bond calls and any defeasances that cause the County to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this April 24, 2012.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.
2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: ACCEPT AND OPEN BIDS RELATING TO, AND CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING, THE ISSUANCE OF \$27,150,000 TRAVIS COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2012 (LIMITED TAX), AND MATTERS PERTAINING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation

STAFF RECOMMENDATIONS: PBO recommends approval.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

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.

**AN ORDER OF THE
TRAVIS COUNTY COMMISSIONERS COURT**

authorizing

**\$27,150,000
TRAVIS COUNTY, TEXAS
CERTIFICATES OF OBLIGATION
SERIES 2012 (LIMITED TAX)**

Adopted: April 24, 2012

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01	Definitions	2
Section 1.02	Findings	4
Section 1.03	Table of Contents, Titles, and Headings.	4
Section 1.04	Interpretation.	4

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01	Tax Levy.....	4
Section 2.02	Interest and Sinking Fund.....	5

ARTICLE III

**AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES**

Section 3.01	Authorization.....	5
Section 3.02	Date, Denomination, Maturities, and Interest.	6
Section 3.03	Medium, Method, and Place of Payment.	6
Section 3.04	Execution and Registration of Certificates.....	7
Section 3.05	Ownership.	8
Section 3.06	Registration, Transfer, and Exchange.	8
Section 3.07	Cancellation.....	9
Section 3.08	Temporary Certificates.....	9
Section 3.09	Replacement Certificates.....	10
Section 3.10	Book-Entry Only System.	11
Section 3.11	Successor Securities Depository; Transfer Outside Book-Entry-Only System.	11
Section 3.12	Payments to Cede & Co.	12

ARTICLE IV

NO REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01	No Redemption Before Maturity.....	12
--------------	------------------------------------	----

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar. 12

Section 5.02 Qualifications. 12

Section 5.03 Maintaining Paying Agent/Registrar. 12

Section 5.04 Termination. 13

Section 5.05 Notice of Change to Owners. 13

Section 5.06 Agreement to Perform Duties and Functions. 13

Section 5.07 Delivery of Records to Successor. 13

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01 Form Generally. 13

Section 6.02 Form of the Certificates. 14

Section 6.03 CUSIP Registration. 19

Section 6.04 Legal Opinion. 19

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Certificates; Official Statement. 19

Section 7.02 Control and Delivery of Certificates. 20

Section 7.03 Deposit of Proceeds. 20

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments. 21

Section 8.02 Investment Income. 21

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Certificates. 21

Section 9.02 Other Representations and Covenants. 21

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants. 22

Section 10.02 No Private Use or Payment and No Private Loan Financing. 22

Section 10.03 No Federal Guaranty. 22

Section 10.04 Certificates Are Not Hedge Bonds. 23

Section 10.05 No-Arbitrage Covenant. 23

Section 10.06 Arbitrage Rebate. 23

Section 10.07 Information Reporting. 24

Section 10.08 Record Retention. 24

Section 10.09 Registered Form. 24

Section 10.10 Continuing Obligation. 24

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default. 24

Section 11.02 Remedies for Default. 25

Section 11.03 Remedies Not Exclusive. 25

ARTICLE XII

DISCHARGE

Section 12.01 Discharge. 25

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports. 25

Section 13.02 Material Event Notices. 26

Section 13.03 Limitations, Disclaimers and Amendments. 27

EXHIBIT A – Description of Annual Disclosure of Financial Information.....A-1

AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, CERTIFICATES OF OBLIGATION, SERIES 2012 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$27,150,000; LEVYING A TAX IN PAYMENT THEREOF; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to the Constitution and laws of the State of Texas, particularly Article VIII, Section 9, of the Constitution of the State of Texas and Subchapter C of Chapter 271, Texas Local Government Code, as amended, Travis County, Texas (the "County"), is authorized to issue certificates of obligation for the purposes specified in this Order and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the County is authorized to provide that such certificates of obligation will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the County, in combination with all or a part of certain surplus revenues of the County's solid waste disposal system remaining after payment of any obligations of the County payable in whole or in part from a lien or pledge of such revenues; and

WHEREAS, the Commissioners Court of the County has found and determined that it is necessary and in the best interests of the County and its citizens that it issue the certificates of obligation authorized by this Order; and

WHEREAS, pursuant to an order heretofore passed by this governing body, notice of the intention to issue certificates of obligation of the County payable as provided in this Order was published in a newspaper of general circulation in the County in accordance with the laws of the State of Texas, with such certificates of obligation to be issued in the amount provided herein for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, no petition of any kind has been filed with any official of the County protesting the issuance of such certificates of obligation; and

WHEREAS, the County is now authorized and empowered to proceed with the issuance of such certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

“Certificate” means any of the Certificates.

“Certificate Date” means the date designated as the initial date of the Certificates by Section 3.02(a) of this Order.

“Certificates” means the County’s certificates of obligation authorized to be issued by Section 3.01 of this Order and designated as “Travis County, Texas, Certificates of Obligation, Series 2012 (Limited Tax).”

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commissioners Court” means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

“County” means Travis County, Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 11.01 of this Order.

“Fiscal Year” means such fiscal year as shall from time to time be set by the Commissioners Court.

“Initial Certificate” means the Initial Certificate authorized by Section 3.04 of this Order.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Order.

“Interest Payment Date” means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity, such dates being September 1 and March 1 of each year, commencing March 1, 2013.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.01.

“Purchaser” means the entity named in Section 7.01 as the purchaser of the Certificates.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Order.

“Representations Letter” means the Blanket Letter of Representations between the County and DTC.

“Representative” means the entity designated as the representative of the Underwriters in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Order.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Order.

“Surplus Revenues” means the revenues of the County’s solid waste disposal system in an amount not to exceed \$1,000 remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements with respect to all of the County’s revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from all or any part of such revenues.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable.

Section 1.02 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Order are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Order.

(d) Pursuant to the provisions of Chapter 364, Texas Health and Safety Code, and Subchapter C of Chapter 271, Texas Local Government Code, both as amended, the County hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates, as the same become due to the extent the taxes mentioned above shall ever be insufficient or unavailable for such purpose. The County reserves the right to issue bonds or other obligations for any lawful purpose at any time, in one or more installments that are payable, in whole or in part, from the revenues of the County's solid waste disposal system. In which event, the payment of debt service, reserve and other requirements with respect to such revenue bonds and other obligations shall be deducted from revenues in determining Surplus Revenues.

(e) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Certificates of Obligation, Series 2012 (Limited Tax), Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01 Authorization.

The County's certificates of obligation to be designated "Travis County, Texas, Certificates of Obligation, Series 2012 (Limited Tax)" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically §§271.041-.063, Local Government Code, V.T.C.A., as amended. The Certificates shall be issued in the aggregate principal amount of \$27,150,000 for the purpose of evidencing the indebtedness of the County to pay the costs or a portion of the costs for (a) (i) acquiring and installing computer equipment, including acquiring and installing a financial services computer system; (ii) improving and renovating existing County administrative and justice facilities; (iii) improving and renovating County jail facilities; (iv) constructing and improving County roads, including bridge construction, utility relocation, and safety and signalization improvements, and acquiring right-of-way in connection therewith; (v) acquiring County vehicles and heavy equipment; (vi) constructing and improving sidewalks for County roads; and (vii) acquisition of

rights-of-way in connection with the extension of Loop 1 (MOPAC) North ((i) through (vii) collectively, the “Project”); and (b) paying professional and engineering fees related to the above-described purposes, and the costs of issuance with respect to such certificates of obligation, including but not limited to fees for professional services and incidental expenses related to such purposes.

Section 3.02 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated April 1, 2012. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2013	\$ 4,800,000		2016	\$ 5,600,000	
2014	5,250,000		2017	6,000,000	
2015	5,500,000				

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date. Interest on the Certificates shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. The principal of each Certificate shall be paid to the Owner thereof on the maturity date thereof upon presentation and surrender of such Certificate at the office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(e) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Certificates, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates.

In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Representative or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Representative a single typewritten Certificate for each maturity of the Certificates, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Order.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the

Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

Section 3.07 Cancellation.

All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the County or may in accordance with law destroy such cancelled Certificates and periodically furnish the County with certificates of destruction of such Certificates.

Section 3.08 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the County executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Certificates shall be initially issued in the form of a single separate fully registered Certificate for each of the maturities thereof. Upon initial issuance of the Certificates, the ownership of such Certificates shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices with respect to such Certificate and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the County determines that it is in the best interest of the County and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such

successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representations Letter of the County to DTC.

ARTICLE IV

NO REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01 No Redemption Before Maturity.

The Certificates are not subject to redemption prior to stated maturity.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Certificates as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Certificates on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or

produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2012 (LIMITED TAX)

INTEREST RATE: _____% MATURITY DATE: March 1, _____ CERTIFICATE DATE: April 1, 2012 CUSIP NUMBER: _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on September 1 and March 1 each year, commencing March 1, 2013.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as

Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the designated payment/transfer office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 in principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$27,150,000 (herein referred to as the "Certificates"), issued pursuant to a certain order of the County (the "Order") for the purpose of paying contractual obligations to be incurred for authorized public buildings, improvements, facilities and equipment as described in the Order (the "Project") and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the costs of issuance of the Certificates.

As provided in the Order, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

The Certificates are not subject to redemption prior to stated maturity.

It is hereby certified and recited that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Order, derived by the County from the operation of the solid waste disposal system in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the County, including the Certificates, does not exceed any constitutional or statutory limitation.

In witness whereof, the County has caused this Certificate to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Certificate.

County Judge

County Clerk

REGISTERED:

County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

 Comptroller of Public Accounts
 of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Certificates referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(print or typewrite name, address and Zip Code of transferee)

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/ Registrar.

Signature Guaranteed By:

Authorized Signatory

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates"</u>
--------------	-----------------------------------	----------------------------

(Information to be inserted from schedule in Section 3.02 of this Order)

(iii) the Initial Certificate shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04 Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Certificates; Official Statement.

(a) The Certificates are hereby sold and awarded to and shall be delivered to _____ (the "Purchaser"), at a price equal to the principal amount thereof, plus accrued interest thereon from the Dated Date to the Closing Date plus a cash premium of \$ _____. It is hereby officially found, determined and declared that the bid of the Purchaser is the best and lowest bid submitted for the Certificates. The Certificates shall be initially registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto and the final official statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The County agrees to deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the County Judge and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Certificates by the Purchaser are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Certificates, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the Certificates on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 7.02 Control and Delivery of Certificates.

(a) The County Judge is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Certificates from the Certificate Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining proceeds received on the Closing Date shall be deposited to a special account of the County, such moneys to be dedicated and used solely for the purposes for which the Certificates are being issued as herein provided. Any amounts remaining following completion of the Project shall be transferred to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order and any of the funds to be deposited pursuant to Section 7.03(b) hereof, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.03(b) hereof shall be credited to the account where deposited until the acquisition or construction of the Project is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or maturity date. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Certificates.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Certificate; the County will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and in the manner prescribed in such Certificate; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Certificates will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code, and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Certificates to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation or failure to satisfy any provisions of Sections 103 and 141 through 150 of the Code and any applicable Regulations that are applicable to the Certificates. In particular, the County covenants and agrees to comply with each requirement of this Article X; provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Certificates or (ii) that compliance with some other requirement set forth in this Article X will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Certificates, including interest or other investment income derived from Certificate proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Certificates will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Certificates to be "federally guaranteed" within

the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Certificates Are Not Hedge Bonds.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, that, if taken or omitted, respectively, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County covenants and agrees that it will make such use of the proceeds of the Certificates including interest or other investment income derived from Certificate proceeds, regulate investments of proceeds of the Certificates, and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Certificates (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any Certificates of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Certificates or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Certificates until six years after the last Certificate is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Certificates by the Internal Revenue Service.

Section 10.09 Registered Form.

The Certificates will be issued in registered form.

Section 10.10 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Certificates.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Certificates may be defeased, refunded or discharged in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within

such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to each MSRB. The County shall provide audited financial statements for the applicable Fiscal Year to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to MSRB or filed with the SEC.

Section 13.02 Material Event Notices.

(a) The County shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Certificates, if material; and
- (xi) rating changes.

(xii) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.02 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the County in any event will give notice of any redemption calls and any defeasances that cause the County to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this April 24, 2012.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded Fiscal Year.
2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: ACCEPT AND OPEN BIDS RELATING TO, AND CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING, THE ISSUANCE OF \$32,240,000 TRAVIS COUNTY, TEXAS, PERMANENT IMPROVEMENT BONDS, SERIES 2012 (LIMITED TAX), AND MATTERS PERTAINING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation

STAFF RECOMMENDATIONS: PBO recommends approval.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

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.

**AN ORDER OF THE
TRAVIS COUNTY COMMISSIONERS COURT**

authorizing

**\$32,240,000
TRAVIS COUNTY, TEXAS
PERMANENT IMPROVEMENT BONDS
SERIES 2012
(LIMITED TAX)**

Adopted: April 24, 2012

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions..... 2
 Section 1.02 Findings..... 3
 Section 1.03 Table of Contents, Titles and Headings. 3
 Section 1.04 Interpretation. 4

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy..... 4
 Section 2.02 Interest and Sinking Fund..... 4

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization..... 5
 Section 3.02 Date, Denomination, Maturities and Interest. 5
 Section 3.03 Medium, Method and Place of Payment. 6
 Section 3.04 Execution and Registration of Bonds. 7
 Section 3.05 Ownership. 8
 Section 3.06 Registration, Transfer and Exchange. 8
 Section 3.07 Cancellation..... 9
 Section 3.08 Temporary Bonds..... 9
 Section 3.09 Replacement Bonds..... 10
 Section 3.10 Book-Entry Only System. 11
 Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System. 11
 Section 3.12 Payments to Cede & Co. 12

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Redemption Before Maturity..... 12
 Section 4.02 Optional Redemption. 12
 Section 4.03 Partial Redemption. 12
 Section 4.04 Notice of Redemption to Owners..... 13

Section 4.05	Payment Upon Redemption.....	13
Section 4.06	Effect of Redemption.	14

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01	Appointment of Initial Paying Agent/Registrar.	14
Section 5.02	Qualifications.	14
Section 5.03	Maintaining Paying Agent/Registrar.....	14
Section 5.04	Termination.	15
Section 5.05	Notice of Change to Owners.	15
Section 5.06	Agreement to Perform Duties and Functions.	15
Section 5.07	Delivery of Records to Successor.	15

ARTICLE VI

FORM OF THE BONDS

Section 6.01	Form Generally.....	15
Section 6.02	Form of the Bonds.	16
Section 6.03	CUSIP Registration.	21
Section 6.04	Legal Opinion.....	21

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01	Sale of Bonds, Official Statement.	21
Section 7.02	Control and Delivery of Bonds.	22
Section 7.03	Deposit of Proceeds; Transfer of Funds.	22

ARTICLE VIII

INVESTMENTS

Section 8.01	Investments.....	23
Section 8.02	Investment Income.	23

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01	Payment of the Bonds.....	23
Section 9.02	Other Representations and Covenants.....	23

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants..... 24

Section 10.02 No Private Use or Payment and No Private Loan Financing..... 24

Section 10.03 No Federal Guaranty..... 24

Section 10.04 Bonds are not Hedge Bonds..... 25

Section 10.05 No-Arbitrage Covenant..... 25

Section 10.06 Arbitrage Rebate..... 25

Section 10.07 Information Reporting..... 25

Section 10.08 Record Retention..... 26

Section 10.09 Registered Bonds..... 26

Section 10.10 Continuing Obligation..... 26

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default..... 26

Section 11.02 Remedies for Default..... 26

Section 11.03 Remedies Not Exclusive..... 27

ARTICLE XII

DISCHARGE

Section 12.01 Discharge..... 27

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports..... 27

Section 13.02 Material Event Notices..... 28

Section 13.03 Limitations, Disclaimers and Amendments..... 29

EXECUTION

Exhibit A - Description of Annual Disclosure of Financial Information.....A-1

AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, PERMANENT IMPROVEMENT BONDS, SERIES 2012 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$32,240,000; AWARDEDING THE SALE THEREOF; LEVYING A TAX IN PAYMENT THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at one or more of the county-wide elections held in Travis County, Texas (the "County"), on November 6, 2001 and November 8, 2011;

WHEREAS, at said elections, the following are among the purposes and amounts of the permanent improvement bonds which were authorized, reflecting any amount previously issued pursuant to such voted authorization, the amount therefrom being issued pursuant to this Order, and the balance that remains unissued after the issuance of the permanent improvement bonds herein authorized, to-wit:

<u>Purpose</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Being Issued</u>	<u>Unissued Balance</u>
<u>2001 Election</u>				
County Parks (Prop. 2)	\$28,600,000	\$28,400,000	\$ -0-	\$ 200,000
<u>2011 Election</u>				
Parks and Land Conservation	82,105,000	-0-	32,240,000	49,865,000

WHEREAS, the Commissioners Court of Travis County has found and determined that it is necessary and in the best interest of the County and its citizens that it authorize by this Order the issuance and delivery of \$32,240,000 of such bonds in a single series at this time;

WHEREAS, it is affirmatively found that the County is authorized to issue, sell and deliver such bonds pursuant to the Constitution and laws of the State of Texas, particularly Chapter 331, Texas Local Government Code, as amended, and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02(a) of this Order.

“Bonds” means the County’s bonds authorized to be issued by Section 3.01 of this Order and designated as “Travis County, Texas, Permanent Improvement Bonds, Series 2012 (Limited Tax).”

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commissioners Court” means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

“County” means Travis County, Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 11.01 of this Order.

“Fiscal Year” means such fiscal year as shall from time to time be set by the Commissioners Court.

“Initial Bond” means the Initial Bond authorized by Section 3.04 of this Order.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Order.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing March 1, 2013.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

“Project” means the purposes for this the Bonds are issued as set forth in Section 3.01.

“Purchaser” means the initial purchaser of the Bonds named in Section 7.01(a).

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Order.

“Representations Letter” means the Blanket Letter of Representations between the County and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Order.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Order.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be

considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Order.

(d) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Permanent Improvement Bonds, Series 2012 (Limited Tax), Interest and

Sinking Fund” (the “Interest and Sinking Fund”) said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The County’s bonds to be designated “Travis County, Texas, Permanent Improvement Bonds, Series 2012 (Limited Tax)” (the “Bonds”), are hereby authorized to be issued and delivered in accordance with Chapter 331, Texas Local Government Code, as amended. The Bonds shall be issued in the aggregate principal amount of \$32,240,000 for the purposes of (i) constructing and improving county parks and the acquisition of land and interests in land in connection therewith, including, without limitation, the acquisition of open space park land; and acquiring conservation easements on land for any authorized purposes, including, without limitation, to retain or protect natural, scenic, or open-space values of real property or assure its availability for agricultural, recreational, or open-space use, protect natural resources, maintain or enhance air or water quality, or conserve water quantity or quality (2011) (the “Project”) and (ii) paying the costs of issuance of the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated April 1, 2012. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2013	\$ 770,000		2023	\$1,630,000	
2014	1,225,000		2024	1,685,000	
2015	1,265,000		2025	1,740,000	
2016	1,305,000		2026	1,795,000	
2017	1,350,000		2027	1,850,000	
2018	1,395,000		2028	1,910,000	
2019	1,440,000		2029	1,975,000	
2020	1,485,000		2030	2,035,000	
2021	1,530,000		2031	2,105,000	
2022	1,580,000		2032	2,170,000	

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the

maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(e) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas,

and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled

to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the County or may in accordance with law destroy such cancelled Bonds and periodically furnish the County with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance of the Bonds, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the County determines that it is in the best interest of the County and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such

successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representations Letter of the County to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Redemption Before Maturity.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The County reserves the option to redeem Bonds maturing on and after March 1, 2023 in whole or any part, before their respective scheduled maturity dates, on March 1, 2022 or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar

from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.04(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or

produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
PERMANENT IMPROVEMENT BOND
SERIES 2012
(LIMITED TAX)

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:

_____ % March 1, ____ April 1, 2012 _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2013.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the designated payment/transfer office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$32,240,000 (herein referred to as the "Bonds"), issued pursuant to a certain order of the County (the "Order") for the purpose of providing funds for improvement of County parks as described in the Order, and to pay the costs of issuing the Bonds.

The County has reserved the option to redeem the Bonds maturing on or after March 1, 2023 in whole or in part before their respective scheduled maturity dates, on March 1, 2022 or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lots the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the county in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bond or portion thereof shall cease to accrue.

In the Order, the County reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent

to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

In witness whereof, the County has caused this Bond to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Bond.

County Judge

County Clerk

REGISTERED:

County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____

By: _____

Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from
schedule in Section 3.02 of this Order)

(iii) the Initial Bond shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds are hereby officially sold and awarded to and shall be delivered to the _____ (the "Purchaser") at a price equal to the principal amount thereof, plus accrued interest thereon from the Dated Date to the Closing Date plus a cash premium of \$ _____. It is hereby officially found, determined and declared that the bid of the Purchaser is the best and lowest bid submitted for the Bonds. The Bonds shall be initially registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The County agrees to deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the County Judge, may be used by the Purchaser in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Purchaser are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the Bonds on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 7.02 Control and Delivery of Bonds.

(a) The County Judge is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The proceeds of the Bonds shall be deposited to a special account of the County and shall be used solely for the purposes for which the Bonds are being issued, as herein provided. To the extent any of such sum is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until the accomplishment of the purposes for which the Bonds are issued; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and in the manner prescribed in such Bond; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Bonds will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation or failure to satisfy any provisions of Sections 103 and 141 through 150 of the Code and any Regulations that are applicable to the Bonds. In particular, the County covenants and agrees to comply with each requirement of this Article X, provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Article X will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the

meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar

quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 10.09 Registered Bonds.

The Bonds will be issued in registered form.

Section 10.10 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under

this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.02 Material Event Notices.

(a) The County shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material; and
- (xi) rating changes.
- (xii) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course

of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.02 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any bond calls and any defeasances that cause the County to be no longer an “obligated person”.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this April 24, 2012.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.
2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: ACCEPT AND OPEN BIDS RELATING TO, AND CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING, THE ISSUANCE OF \$3,500,000 TRAVIS COUNTY, TEXAS, STATE HIGHWAY SYSTEM BONDS, SERIES 2012 (LIMITED TAX), AND MATTERS PERTAINING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation

STAFF RECOMMENDATIONS: PBO recommends approval.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

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.

**AN ORDER OF THE
TRAVIS COUNTY COMMISSIONERS COURT**

authorizing

**\$3,500,000
TRAVIS COUNTY, TEXAS
STATE HIGHWAY SYSTEM BONDS
SERIES 2012
(LIMITED TAX)**

Adopted: April 24, 2012

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01	Definitions	1
Section 1.02	Findings	3
Section 1.03	Table of Contents, Titles and Headings.	3
Section 1.04	Interpretation.	3

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01	Tax Levy.....	4
Section 2.02	Interest and Sinking Fund.....	4

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01	Authorization.....	5
Section 3.02	Date, Denomination, Maturities and Interest.	5
Section 3.03	Medium, Method and Place of Payment.	6
Section 3.04	Execution and Registration of Bonds.....	7
Section 3.05	Ownership.	8
Section 3.06	Registration, Transfer and Exchange.	8
Section 3.07	Cancellation.....	9
Section 3.08	Temporary Bonds.....	9
Section 3.09	Replacement Bonds.....	10
Section 3.10	Book-Entry Only System.	11
Section 3.11	Successor Securities Depository; Transfer Outside Book-Entry Only System.	11
Section 3.12	Payments to Cede & Co.	12

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01	Redemption Before Maturity.....	12
Section 4.02	Optional Redemption.	12
Section 4.03	Partial Redemption.....	12
Section 4.04	Notice of Redemption to Owners.....	13

Section 4.05	Payment Upon Redemption.....	13
Section 4.06	Effect of Redemption.	14

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01	Appointment of Initial Paying Agent/Registrar.	14
Section 5.02	Qualifications.	14
Section 5.03	Maintaining Paying Agent/Registrar.	14
Section 5.04	Termination.	15
Section 5.05	Notice of Change to Owners.	15
Section 5.06	Agreement to Perform Duties and Functions.	15
Section 5.07	Delivery of Records to Successor.	15

ARTICLE VI

FORM OF THE BONDS

Section 6.01	Form Generally.....	15
Section 6.02	Form of the Bonds.	16
Section 6.03	CUSIP Registration.	21
Section 6.04	Legal Opinion.....	21

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01	Sale of Bonds, Official Statement.	21
Section 7.02	Control and Delivery of Bonds.	22
Section 7.03	Deposit of Proceeds; Transfer of Funds.	22

ARTICLE VIII

INVESTMENTS

Section 8.01	Investments.....	23
Section 8.02	Investment Income.	23

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01	Payment of the Bonds.....	23
Section 9.02	Other Representations and Covenants.....	23

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants. 24

Section 10.02 No Private Use or Payment and No Private Loan Financing. 24

Section 10.03 No Federal Guaranty. 24

Section 10.04 Bonds are not Hedge Bonds. 25

Section 10.05 No-Arbitrage Covenant. 25

Section 10.06 Arbitrage Rebate. 25

Section 10.07 Information Reporting. 25

Section 10.08 Record Retention. 26

Section 10.09 Registered Bonds. 26

Section 10.10 Continuing Obligation. 26

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default. 26

Section 11.02 Remedies for Default. 26

Section 11.03 Remedies Not Exclusive. 27

ARTICLE XII

DISCHARGE

Section 12.01 Discharge. 27

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports. 27

Section 13.02 Material Event Notices. 28

Section 13.03 Limitations, Disclaimers and Amendments. 29

EXECUTION

Exhibit A - Description of Annual Disclosure of Financial Information. A-1

AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, STATE HIGHWAY SYSTEM BONDS, SERIES 2012 (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,500,000; AWARDED THE SALE THEREOF; LEVYING A TAX IN PAYMENT THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to Chapter 1479, Texas Government Code, as amended (the "Act") Travis County, Texas (the "County") is authorized to issue bonds to provide funds for the design, development, financing, construction, maintenance, operation, extension, expansion or improvement of a toll or nontoll project or facility on the state highway system located in the County; and

WHEREAS, the Act provides that the County may provide for the payment of such bonds by a pledge of revenue from any available source or the proceeds of an ad valorem tax, levied on all taxable property within the County, within the limits prescribed by law; and

WHEREAS, the Commissioners Court of Travis County has found and determined that it is necessary and in the best interest of the County and its citizens that it authorize by this Order the issuance and delivery of such bonds at this time; and

WHEREAS, it is affirmatively found that the County is authorized to issue, sell and deliver such bonds pursuant to the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Order.

“Bonds” means the County’s bonds authorized to be issued by Section 3.01 of this Order and designated as “Travis County, Texas, State Highway System Bonds, Series 2012 (Limited Tax).”

“Business Day” means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the City of Austin, Texas, are authorized by law or executive order to close.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commissioners Court” means the Commissioners Court of Travis County, Texas, together with any successor to the duties and functions thereof.

“County” means Travis County, Texas.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Event of Default” means any event of default as defined in Section 11.01 of this Order.

“Fiscal Year” means such fiscal year as shall from time to time be set by the Commissioners Court.

“Initial Bond” means the Initial Bond authorized by Section 3.04 of this Order.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Order.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing March 1, 2013.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

“Project” means the purposes for this the Bonds are issued as set forth in Section 3.01.

“Purchaser” means the initial purchaser of the Bonds named in Section 7.01(a).

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a) of this Order.

“Representations Letter” means the Blanket Letter of Representations between the County and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b) of this Order.

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b) of this Order.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the County most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Order.

(d) If the liens and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, State Highway System Bonds, Series 2012 (Limited Tax), Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The County's bonds to be designated "Travis County, Texas, State Highway System Bonds, Series 2012 (Limited Tax)" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Act. The Bonds shall be issued in the aggregate principal amount of \$3,500,000 for the purposes of (i) the design and construction of road projects that, upon completion, will become part of the Texas state highway system (the "Project") and (ii) paying the costs of issuance of the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated April 1, 2012. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2013	\$ 35,000		2023	\$ 175,000	
2014	110,000		2024	185,000	
2015	120,000		2025	195,000	
2016	125,000		2026	205,000	
2017	130,000		2027	215,000	
2018	135,000		2028	225,000	
2019	145,000		2029	235,000	
2020	150,000		2030	250,000	
2021	160,000		2031	260,000	
2022	170,000		2032	275,000	

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the

maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(e) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the County by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas,

and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser or its designee, executed by the County Judge and County Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled

to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the County or may in accordance with law destroy such cancelled Bonds and periodically furnish the County with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance of the Bonds, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the County determines that it is in the best interest of the County and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such

successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representations Letter of the County to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Redemption Before Maturity.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The County reserves the option to redeem Bonds maturing on and after March 1, 2023 in whole or any part, before their respective scheduled maturity dates, on March 1, 2022 or on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The County, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar

from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.04(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the County.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04 Termination.

The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or

produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bond.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
STATE HIGHWAY SYSTEM BOND
SERIES 2012
(LIMITED TAX)

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:

_____ % March 1, ____ April 1, 2012 _____

Travis County, Texas (the "County"), for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless the Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2013.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the designated payment/transfer office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions in the City of Austin, Texas, are required or authorized to close (a "Business Day"), and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$3,500,000 (herein referred to as the "Bonds"), issued pursuant to a certain order of the County (the "Order") for the purpose of providing funds for to pay for the design and construction of road projects that, upon completion, will become part of the Texas state highway system, as described in the Order, and to pay the costs of issuing the Bonds.

The County has reserved the option to redeem the Bonds maturing on or after March 1, 2023 in whole or in part before their respective scheduled maturity dates, on March 1, 2022 or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lots the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

Notice of such redemption or redemptions shall be given by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the county in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bond or portion thereof shall cease to accrue.

In the Order, the County reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the County retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the County nor the Paying Agent/Registrar shall be affected by notice to the contrary.

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent

to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

In witness whereof, the County has caused this Bond to be executed by the manual or facsimile signature of the County Judge, countersigned by the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer and the official seal of the Commissioners Court of the County has been duly impressed or placed in facsimile on this Bond.

County Judge

County Clerk

REGISTERED:

County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of Travis County, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Order.

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the reference to "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments, and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information to be inserted from
schedule in Section 3.02 of this Order)

(iii) the Initial Bond shall be numbered T-1.

Section 6.03 CUSIP Registration.

The County may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, a division of the McGraw-Hill Companies, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect in regard to the legality thereof and neither the County nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds are hereby officially sold and awarded to and shall be delivered to the _____ (the "Purchaser") at a price equal to the principal amount thereof, plus accrued interest thereon from the Dated Date to the Closing Date plus a cash premium of \$ _____. It is hereby officially found, determined and declared that the bid of the Purchaser is the best and lowest bid submitted for the Bonds. The Bonds shall be initially registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The County agrees to deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the County Judge, may be used by the Purchaser in the public offering and sale thereof. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Purchaser are hereby ratified, approved and confirmed.

(c) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of, and to carry out the terms and purposes of, this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds, and, to the extent practicable, such costs of issuance shall be payable by wire transfer from the proceeds of the Bonds on the Closing Date upon the submission of invoices therefor to the County Treasurer.

(d) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 7.02 Control and Delivery of Bonds.

(a) The County Judge is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The proceeds of the Bonds shall be deposited to a special account of the County and shall be used solely for the purposes for which the Bonds are being issued, as herein provided. To the extent any of such sum is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until the accomplishment of the purposes for which the Bonds are issued; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal of and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and in the manner prescribed in such Bond; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Bonds will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation or failure to satisfy any provisions of Sections 103 and 141 through 150 of the Code and any Regulations that are applicable to the Bonds. In particular, the County covenants and agrees to comply with each requirement of this Article X, provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Article X will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the

meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar

quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention.

The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 10.09 Registered Bonds.

The Bonds will be issued in registered form.

Section 10.10 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the County.

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under

this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

(b) If the County changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.02 Material Event Notices.

(a) The County shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material; and
- (xi) rating changes.
- (xii) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course

of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.02 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any bond calls and any defeasances that cause the County to be no longer an “obligated person”.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON

ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the County in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

PASSED AND APPROVED this April 24, 2012.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XIII of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the County appended to the Official Statement as Appendix C, but for the most recently concluded fiscal year.
2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By/Phone Number: Michael Hemby, 854-4924

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Contract modification and extension of contract 696-PD-0-1-L0306M-012 between the Texas Department of Criminal Justice and Travis County for the housing of Releasees for the 2012-2013 contract term.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached

STAFF RECOMMENDATIONS:

See attached

ISSUES AND OPPORTUNITIES:

See attached

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

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.



James N Sylvester
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

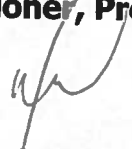
PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

April 10, 2012

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Michael G Hemby, Planning Manager 

SUBJECT: TDCJ Releasee Housing Contract Amendment 2012-2013
Contract 696-PD-0-1-L0306 Modification M-012

Attached is this year's contract extension between Travis County and the Texas Department of Criminal Justice for the housing of program releases at the Del Valle Correctional Complex.

This amendment will extend the current contract though August 31st, 2013 with no other changes to the contract. It has been reviewed and cleared by the County Attorney.

Currently, Travis County houses an average of seven to ten TDCJ subjects per month. No change in the fee for this is included in this modification. Reimbursement for this time period is set not to exceed \$292,000.00 per the contract terms.

This renewal contract continues with the cap on our housing of said inmates to not exceed 16. The contract also covers mileage reimbursement to the county for any transport of these individuals should it be necessary.

Your support and approval of this contract renewal is appreciated. If you have any questions, please feel free to contact my office at 854-4924.

MODIFICATION OF CONTRACT			Page of	Pages
1A. Contract No. 696-PD-0-1-L0306	1B. Order No. (PO, JO, SA) PF-743	2. Modification No. M-012	1	1
4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		3. Effective Date September 1, 2012		
4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code) Travis County P.O. Box 1748 Austin, Texas 78767		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Article V, Term of Agreement, Section 5.1 and Article IX, Miscellaneous, Section 9.1				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: Extend Contract for FY13 and provide funding.				
9. DESCRIPTION OF MODIFICATION:				
A. Extend the Contract for one year, September 1, 2012 through August 31, 2013.				
B. Revise page 1 of the Contract to reflect the Contract Term of September 1, 2012 through August 31, 2013.				
C. Revise page 1 of the Contract to reflect the Not to Exceed amount for the Budget Term of September 1, 2012 though August 31, 2013 is \$292,000.00.				
D. Revise Article V, Term of Agreement, Section 5.1, to reflect the term of September 1, 2012 through August 31, 2013.				
except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.				
9A. Name and Title of Authorized Representative (Type or Print) Samuel T. Biscoe Travis County Judge		9B. Travis County _____ (Signature of Authorized Representative)		9C. Date Signed
10A. Name and Title of Authorized Representative (Type or Print) Jerry McGinty Chief Financial Officer		10B. Texas Department of Criminal Justice _____ (Signature of Authorized Representative)		10C. Date Signed



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By/Phone Number: Nicki Riley, Auditor's Office, 854-9125

Elected/Appointed Official/Dept. Head: Susan Spataro, Travis County Auditor

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Receive the Travis County Comprehensive Annual Financial Report for the fiscal year ended September 30, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: A hard copy of the Travis County Comprehensive Annual Financial Report has been attached and can also be found on the Travis County website.

http://www.co.travis.tx.us/county_auditor/pdfs/cafr11traviscounty.pdf

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

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 Agenda Request

Meeting Date: April 24, 2012

Prepared By/Phone Number: Brenda Rodriguez x44985

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir x43996

Commissioners Court Sponsor:

AGENDA LANGUAGE:

Consider and approve interim staffing plan for the County Clerk's Elections Division

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

see attachment

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

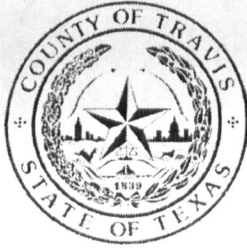
FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Alan Miller, Planning & Budget

Todd Osburn, HRMD

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



Dana DeBeauvoir
Travis County Clerk

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

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

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

April 17, 2012

TO: Commissioners Court
 Leslie Browder, County Executive
 Leroy Nellis, Budget Director
 Alan Miller, Planning and Budget Office
 Todd Osburn, Human Resource Management Office

FROM: Dana DeBeauvoir

RE: Interim Staffing Plan for the County Clerk's Elections Division

We are requesting \$35,000 to cover the cost of a new interim plan for the Elections Division. This one-time cost will allow us to employ overlapping Elections Division Managers for four months in FY13.

Additionally, we would like for Human Resources to take whatever steps are necessary to allow us to post and hire someone into this interim position as soon as possible.

Background

In February, 2011, we requested two temporary salary increases and the temporary creation of a special project temporary employee position in the County Clerk Elections Division. This proposal addressed the need for additional staff resources necessary to:

1. Manage the research and preparation of requirements for a new voting system for Travis County, and
2. Provide hands-on experience for some of the duties performed by our current Elections Division Manager who will be retiring around May 2012. These duties include budget preparation, entity contract management, and project planning issues specific to different types of elections (for example: municipal and school district, political party primary, and constitutional amendment elections).

Today

Since then, events have occurred that we did not foresee – from court battles on election dates to new developments in the world of voting systems. We were also *very* fortunate to have persuaded our current Elections Division Manager Gail Fisher to stay on through this complex election year all the way through the November Presidential election. Her new retirement day will be in January 2013.

To adjust to these changes, we are proposing the following:

1. Maintain the two temporary salary increases for the Election Management Coordinator and the Elections Special Project Temporary Employee.
2. Discontinue the additional Special Project Temporary who was added. (This works out well since the person in this position just left this job for another opportunity.)
3. Post as soon as possible and hire by the first of May, a new Elections Division Manager so that the new person can experience their learning curve during the primaries and Presidential elections while Gail Fisher is still here. Meanwhile, this will allow her additional time to focus on the several special projects we have in progress – including the development of an RFP for a new voting system.

To fund this request, we will absorb the costs for the temporary salary increases until January 2013. We can also cover the cost of having two Elections Division Managers for the months of May 1, 2012 to October 1, 2012. However, we would like to ask the Commissioners Court to cover the cost of this additional manager during October 1, 2012 to January 31, 2012. The estimated cost of this request is \$35,000 of one-time costs. This item will be included as a FY13 budget request.

If the new director is hired from within and others are moved up behind that person, we still request these additional funds because it is important that we have the benefit of the existing director until January 2013.

Thank you for your help in this matter. Please let me know if you have any questions.



Travis County Commissioners Court Agenda Request

Meeting Date: April ~~17~~²⁴, 2012

Prepared By/Phone Number: Cheryl Aker, x49558

Elected/Appointed Official/Dept. Head: County Judge Samuel T. Biscoe

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO CONSIDER AND APPROVE FINDINGS AND RESOLUTIONS FOR ADOPTION BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS RELATED TO ISSUANCE OF THE CITY OF HOUSTON HIGHER EDUCATION FINANCE CORPORATION EDUCATION REVENUE BONDS (COSMOS FOUNDATION, INC.) SERIES 2012A (THE "BONDS").

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

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.

CERTIFICATE OF THE COUNTY JUDGE OF TRAVIS COUNTY, TEXAS
City of Houston Higher Education Finance Corporation
Education Revenue Bonds (Cosmos Foundation, Inc.) Series 2012A

The undersigned County Judge of Travis County, Texas, (the "County") hereby certifies with respect to the issuance by the City of Houston Higher Education Finance Corporation Education Revenue Bonds (Cosmos Foundation, Inc.) Series 2012A (the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

Date: _____

County Judge, Travis County, Texas

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

COSMOS FOUNDATION, INC. EDUCATION REVENUE BONDS
SERIES 2012A

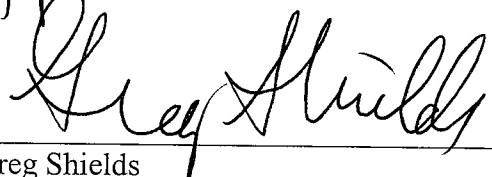
(ISSUED BY CITY OF HOUSTON HIGHER EDUCATION FINANCE CORPORATION)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.
2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in the Austin Statesman, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 9th day of April, 2012.



Greg Shields
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

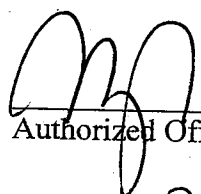
BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath deposed and said:

1. That this affiant is a duly authorized officer or employee of the *Austin Statesman*, which is a newspaper published in Travis County, Texas and Williamson County, Texas and is of general circulation in Austin and Pflugerville, Texas.

2. That said newspaper is a "newspaper" as defined by Section 2051.044, Texas Government Code, and as such:

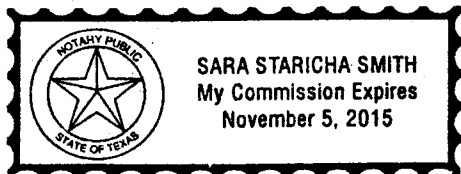
- (1) devotes not less than 25 percent of its total column lineage to general interest items;
- (2) is published at least once each week;
- (3) is entered as second-class postal matter in the county where published; and
- (4) has been published regularly and continuously for at least 12 months prior to publishing the notice referenced below.

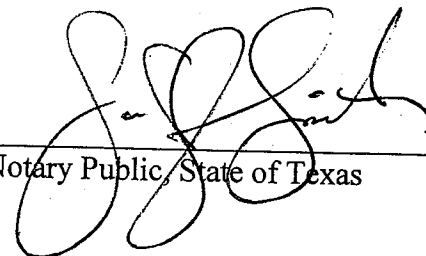
3. That attached hereto is a true, full and correct copy of a NOTICE OF PUBLIC HEARING, which was published in said newspaper on March 2nd, 2012.



Authorized Officer or Employee

SWORN TO AND SUBSCRIBED BEFORE ME, this the 2 day of March, 2012.





Notary Public, State of Texas

[NOTARY SEAL]

**NOTICE OF PUBLIC HEARING
COSMOS FOUNDATION, INC. EDUCATION
REVENUE BONDS, SERIES 2012A**

Notice is hereby given of a public hearing to be held on March 19, 2012, at 10:00 a.m. at Andrews Kurth LLP, 111 Congress Avenue, Suite 1700, Austin, TX 78701 with respect to the captioned bonds (the "Bonds"). The Bonds will be issued in one or more series over a period of up to four years, in principal amounts not to exceed \$150,000,000, pursuant to a plan of finance, as permitted by Treasury Regulation § 5f.103-2(f)(3). The proceeds of the Bonds will be loaned to Cosmos Foundation, Inc., a Texas non-profit corporation, or any successor in interest thereto, including Harmony Public Schools, Inc. (the "School"), for the following purposes (Items 1 through 44 below are herein referred to as the "Project"):

- (1) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony School of Political Science and Communication-Austin, 13415 FM 620 N, Austin, Texas 78717;
- (2) financing certain costs for site improvements, design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 25,000 square foot building, all located at the Harmony Science Academy-Austin, 930 E. Rundberg Lane, Austin, Texas 78753;
- (3) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony School of Excellence-Austin, 2100 E. St. Elmo Rd., Austin, Texas 78744;
- (4) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony School of Science-Austin, 11800 Stonehollow Dr., Austin, Texas 78758;
- (5) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Beaumont, 4055 Calder Avenue, Beaumont, Texas 77706;
- (6) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Brownsville, 1124 Central Blvd., Brownsville, Texas 78520;
- (7) financing certain costs for site improvements, design, construction, renovation, and/or equipment of educational facilities, including the construction of an approximately 14,000 square foot building, all located at Harmony Science Academy-Bryan/College Station, 2031 S. Texas Ave., Bryan, Texas 77802;
- (8) financing and reimbursing certain costs for the acquisition, construction, renovation improvement and/or equipment of educational facilities, all located at the Harmony School of Innovation-Dallas, 1024 W. Rosemeade Pkwy, Carrollton, Texas 75007;
- (9) financing certain costs for site improvements, design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 42,000 square foot building, all located at the Harmony School of Nature and Athletics-Dallas, 8120 W. Camp Wisdom Rd., Dallas, Texas 75249;

- (10) financing and reimbursing certain costs for the construction, renovation, and/or equipment of educational facilities, all located at the Harmony Science Academy-Dallas, 11995 Forestgate Drive, Dallas, Texas 75243;
- (11) financing and reimbursing certain costs for the acquisition, construction, renovation, improvement, design and/or equipment of educational facilities, all located at the Harmony Science Academy-Dallas High, 12005 Forestgate Drive, Suite 100, Dallas, Texas 75243;
- (12) financing certain costs for the acquisition of land and the design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 48,000 square foot building, all located at the Harmony School of Business, S.H. 190 and Frankford Road, Dallas, Collin County, Texas 75252;
- (13) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-El Paso, 9405 Betel Dr., El Paso, Texas 79907;
- (14) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony School of Innovation-El Paso, 5210 Fairbanks Dr., El Paso, Texas 79924;
- (15) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Eules, 701 S. Industrial Blvd., Suite 115, Eules, Texas 76040;
- (16) financing certain costs for the acquisition of land and the design, construction, renovation, and/or equipment of educational facilities, including the construction of an approximately 48,000 square foot building, all located at the Harmony School of Innovation-Fort Worth, 8080 W. Cleburne Road, Fort Worth, Texas;
- (17) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Fort Worth, 5651 Westcreek Dr., Fort Worth, Texas 76133;
- (18) financing and reimbursing certain costs for site improvements, design, construction and renovation and/or equipment of educational facilities, including the construction of an approximately 25,000 square foot building, all located at the Harmony Science Academy-Garland, 2302 Firewheel Pkwy., Garland, Texas 75040;
- (19) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Grand Prairie, 1102 N.W. 7th Street, Grand Prairie, Texas 75050;
- (20) financing and reimbursing certain costs for site improvements, design, construction and renovation and/or equipment of educational facilities, including the construction of an approximately 27,000 square foot building, all located at the Harmony School of Discovery-Houston, 6270 Barker Cypress Road, Houston, Texas 77084;
- (21) financing and reimbursing certain costs for the acquisition of an existing building, site improvements, design, construction, renovation, and/or equipment of educational facilities, all located at the Harmony Science Academy-Houston, 5435 S. Braeswood Blvd., Houston, Texas 77096;
- (22) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony School of Excellence-Houston, 7340 N. Gessner Dr., Houston, Texas 77040;
- (23) financing certain costs for site improvements, design, construction, renovation, and/or equipment of educational facilities, including the construction of an approximately 73,395 square foot building, all located at the Harmony School of Arts and Technology-Houston, 9115 Kirby Dr., Houston, Texas 77054;
- (24) financing certain costs for site improvements, design, construction and renovation and/or equipment of educational facilities, including the construction of an approximately 7,700 square foot building, all located at the Harmony School of Fine Arts-Houston, 9185 Kirby Dr., Houston, Texas 77054;
- (25) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony School of Endeavor-Houston, 5668 West Little York Road, Houston, Texas 77091;
- (26) financing certain costs for the acquisition of land and the design, construction, renovation, and/or equipment of educational facilities, including the construction of an approximately 67,352 square foot building, all located at the Harmony School of Advancement-Houston, 3171 N. Sam Houston Parkway West, Houston, Texas 77038;

LEGAL NOTICES

- (27) financing certain costs for site improvements, design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 59,500 square foot building, all located at the Harmony School of Innovation-Houston, 9421 W. Sam Houston Pkwy., Houston, Texas 77099;
- (28) financing certain costs for site improvements, design, construction, renovation and/or equipment of educational facilities all located at the Harmony Science Academy High-Houston, 9431 W. Sam Houston Pkwy., Houston, Texas 77099;
- (29) financing certain costs for site improvements, design, construction and renovation and/or equipment of educational facilities, including the remodeling of an approximately 65,000 square foot building, all located at the Harmony School of Ingenuity-Houston, 10555 Stella Link Road, Houston, Texas 77025;
- (30) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy Northwest-Houston, 16200 TX 249, Houston, Texas 77086;
- (31) financing certain costs for the acquisition of land, site improvements, design, construction, renovation, and/or equipment of educational facilities, including the construction of an approximately 59,500 square foot building, all located at Harmony Science Academy-West Houston, 22400 Grand Corner Drive, Katy, Texas 77404;
- (32) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Laredo, 4401 San Francisco Ave., Laredo, Texas 78041;
- (33) financing certain costs for site improvements, design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 10,000 square foot building, all located at the Harmony Science Academy-Lubbock, 1516 53rd Street, Lubbock, Texas 79412;
- (34) financing and reimbursing certain costs for the construction and renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Odessa, 2755 N. Grandview Ave., Odessa, Texas 79762;
- (35) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-North Austin, 1421 Wells Branch Pkwy, Suite 200, Pflugerville, Texas 78660;
- (36) financing certain costs for site improvements, design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 74,700 square foot building, all located at the Harmony School of Innovation-San Antonio, 8125 Glen Mont Dr., San Antonio, Texas 78239;
- (37) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-San Antonio, 8505 Lakeside Parkway, San Antonio, Texas 78245;
- (38) financing certain costs for site improvements, design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 65,000 square foot education facility, located at the Harmony School of Science High School-Sugar Land, 13522 W. Airport Blvd. Sugar Land, Texas 77478;
- (39) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony School of Science-Houston, 13415 West Belfort, Sugar Land, Texas 77478;
- (40) financing certain costs for acquisition of land and the design, construction, renovation and/or equipment of educational facilities, including the construction of an approximately 57,000 square foot building, all located at the Harmony School of Language - Houston, being on a tract containing 54.49 acres of land situated in the Joseph Kuykendall League, Abstract Number 49, Fort Bend County, Texas, recorded in Volume 482, Page 763 of the Deed Records, Fort Bend County, Texas, and currently known as 0 Southwest Freeway, Sugar Land, Texas;
- (41) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, all located at the Harmony Science Academy-Waco, 1900 North Valley Mills Drive, Waco, Texas 76710;
- (42) refinancing short term loans incurred for the construction, renovation and/or equipment of various education facilities;
- (43) funding a debt service reserve fund or the purchase of a Reserve Fund Surety Policy and capitalized interest; and
- (44) paying the costs of issuance of the Bonds.

The initial and exclusive operator of the Project and the educational facilities is and will be the School. The public hearing will be conducted by Greg Shields or his designee (the "Hearing Officer"). All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Questions or requests for additional information may be directed to the Hearing Officer (telephone: (713) 220-4428). Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (713) 238-5040. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

Name of Attendee

Comment

1. _____

2. _____

3. _____



Travis County Commissioners Court Agenda Request

Meeting Date: 04/24/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346

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

Commissioners Court Sponsor: Judge Samuel Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on an economic development agreement with Apple, Inc.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached is a final draft of an economic development agreement with Apple, Inc. The agreement incorporates all the key terms approved by Commissioners Court on 4/17/12. It has been reviewed by Apple and their legal representatives. Also attached is the WebLOCI economic cost benefit analysis for the maximum level of County support to Apple.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

The estimated ad valorem tax rebate over a 15 year agreement period is between \$5.4 million and \$6.4 million depending on level of performance by the Apple on the terms of the agreement.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

WebLOCI Fiscal Impact Analysis
Travis County / Project Hudson
Major Category Report
April 17, 2012

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total
BENEFITS																	
Property Taxes	\$0	\$282,390	\$449,241	\$631,457	\$1,482,578	\$2,090,115	\$2,263,912	\$2,493,393	\$2,794,073	\$3,114,198	\$3,520,817	\$3,791,345	\$3,928,087	\$3,925,174	\$3,923,232	\$3,922,261	\$38,612,273
Alcoholic Beverage Tax Revenues	\$0	\$863	\$2,544	\$5,071	\$7,644	\$10,405	\$13,369	\$16,552	\$19,967	\$23,629	\$27,567	\$30,300	\$31,696	\$31,696	\$31,696	\$31,696	\$284,695
Revenues from Fines	\$0	\$863	\$2,544	\$5,071	\$7,644	\$10,405	\$13,369	\$16,552	\$19,967	\$23,629	\$27,567	\$30,300	\$31,696	\$31,696	\$31,696	\$31,696	\$284,695
Revenues from Permits	\$0	\$8,732	\$25,733	\$51,298	\$77,318	\$105,245	\$135,234	\$167,427	\$201,972	\$239,015	\$278,852	\$306,494	\$320,610	\$320,610	\$320,610	\$320,610	\$2,879,760
Miscellaneous Fees		\$6,567	\$19,351	\$38,574	\$58,140	\$79,141	\$101,692	\$125,900	\$151,877	\$179,732	\$209,688	\$230,474	\$241,089	\$241,089	\$241,089	\$241,089	\$2,165,492
TOTAL BENEFITS	\$0	\$299,415	\$499,413	\$731,471	\$1,633,324	\$2,295,311	\$2,527,576	\$2,819,824	\$3,187,856	\$3,580,203	\$4,064,491	\$4,388,913	\$4,553,178	\$4,550,265	\$4,548,323	\$4,547,352	\$44,226,915
COSTS																	
Support	\$0	\$143,987	\$167,344	\$150,386	\$555,788	\$785,206	\$706,814	\$641,220	\$578,506	\$515,152	\$489,554	\$347,396	\$345,568	\$344,196	\$343,282	\$342,825	\$6,457,224
Public Works	\$0	\$4,156	\$12,248	\$24,416	\$36,800	\$50,093	\$64,367	\$79,889	\$96,131	\$113,762	\$132,723	\$145,880	\$152,599	\$152,599	\$152,599	\$152,599	\$1,370,661
Recreation/Libraries	\$0	\$1,278	\$3,765	\$7,506	\$11,313	\$15,400	\$19,788	\$24,499	\$29,553	\$34,974	\$40,803	\$44,847	\$46,913	\$46,913	\$46,913	\$46,913	\$421,378
Court System	\$0	\$15,452	\$45,536	\$90,774	\$136,817	\$186,236	\$239,304	\$296,270	\$357,398	\$422,948	\$493,441	\$542,355	\$567,334	\$567,334	\$567,334	\$567,334	\$5,095,867
General Government	\$0	\$19,626	\$57,834	\$115,289	\$173,768	\$236,533	\$303,933	\$376,285	\$453,923	\$537,175	\$626,706	\$688,832	\$720,556	\$720,556	\$720,556	\$720,556	\$6,472,128
Social Welfare	\$0	\$5,802	\$17,097	\$34,082	\$51,369	\$69,924	\$89,849	\$111,237	\$134,188	\$158,799	\$185,267	\$203,632	\$213,010	\$213,010	\$213,010	\$213,010	\$1,913,286
Public Safety	\$0	\$8,254	\$24,322	\$48,485	\$73,078	\$99,474	\$127,820	\$158,247	\$190,898	\$225,910	\$263,562	\$289,689	\$303,031	\$303,031	\$303,031	\$303,031	\$2,721,863
Other Costs	\$0	\$12,840	\$37,837	\$75,425	\$113,684	\$154,746	\$198,842	\$246,176	\$296,969	\$351,435	\$410,008	\$450,653	\$471,408	\$471,408	\$471,408	\$471,408	\$4,234,247
TOTAL COSTS	\$0	\$211,395	\$365,983	\$546,363	\$1,152,617	\$1,597,612	\$1,750,717	\$1,933,623	\$2,137,566	\$2,380,155	\$2,642,064	\$2,713,284	\$2,820,419	\$2,819,047	\$2,818,133	\$2,817,676	\$28,686,654
NET BENEFITS	\$0	\$88,020	\$133,430	\$185,108	\$480,707	\$697,699	\$776,859	\$886,201	\$1,050,290	\$1,220,048	\$1,422,427	\$1,675,629	\$1,732,759	\$1,731,218	\$1,730,190	\$1,729,676	\$15,540,261

4/19/12 - DRAFT

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND
APPLE INC.

This Economic Development Agreement (“**Agreement**”) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (“**County**”), and Apple Inc., a California corporation qualified to do business in Texas, its successors and assigns (“**Company**”), the owner of the taxable real property in Travis County, Texas.

RECITALS

WHEREAS, Travis County is authorized to enter into this Agreement under Chapter 381 of the *Texas Local Government Code* (“**Chapter 381**”); Subsection 381.004(b), authorizing counties to develop and administer community and economic development program(s) to stimulate business and commercial activity in a county; and Subsection 381.004(h), authorizing counties to develop and administer a program under Subsection 381.004(b) for making loans and grants of public money; and counties are authorized to pursue economic development under other statutes.

WHEREAS, it is the intent of Travis County and the Company that, as a result of the Company’s development under this Agreement, business and commercial activity in Travis County will be stimulated, and commercial activity will be encouraged, developed and stimulated, producing additional tax revenue, job opportunities, and small business opportunities for Travis County.

WHEREAS, the Company has stated that the Project described in this Agreement would not be completed as set forth without the herein granted County assistance.

WHEREAS, the Company intends to develop a new Americas Operations Center ("**Americas Operations Center**," or "**Center**"), with up to 200,000 square feet in Phase I and up to 800,000 square feet in Phase II, to be located at West Parmer Lane and Delcour Drive in Austin, Texas, which will contribute to the general economy of Travis County, Texas; make significant capital investments, thus increasing the tax base for Travis County; and create new full time jobs which will benefit the job force of Travis County.

WHEREAS, the investment by the Company is estimated to be approximately \$282,500,000.

WHEREAS, the Commissioners Court finds that the development set forth in this Agreement will result in substantial immediate and long-term benefit to Travis County and significant financial benefit to other taxing entities within Travis County and will promote state and local economic development, all furthering a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, reimbursements and payments, the amount and sufficiency of which are acknowledged, the County and the Company agree to the terms and conditions stated in this Agreement.

1.0 **DEFINITIONS.** In this Agreement,

1.1 “**Ad Valorem Taxes**” means those property taxes assessed by the County on real and personal property located within Travis County.

1.2 “**Affiliate**” means all companies under common control with, controlled by, or controlling the Company. For purposes of this definition, “control” means 50% or more of the ownership determined by either value or vote.

1.3 “**Agreement Funds**” means all money paid to the Company pursuant to this Agreement.

1.4 “**Agreement Term**” means that time period commencing on the Effective Date of this Agreement, and continuing through December 31, 2030.

1.5 “**Base Year**” means calendar year 2012.

1.6 “**Base Year Value**” means the taxable value assessed by the County for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property on January 1, 2012, as set forth on the certified tax rolls of the County.

1.7 “**City Agreement**” means the Economic Development Agreement between the Company and the City of Austin, a copy of which is attached to this Agreement and marked Attachment D.

1.8 “**Commissioners Court**” means the Travis County Commissioners Court.

1.9 “**Completion Date**” references construction, and means the date of issuance of the Certificate of Occupancy for the Project. The Parties agree that the Completion Dates will be expected to be as follows:

1.9.1 Phase I Completion Date: on or before December 31, 2015

1.9.2 Phase II Completion Date: on or before December 31, 2021

1.10 “**Construction Delay**” means a material delay in the construction of the New Improvements for the Project that affects the Construction Timetable and is the result of (i) force majeure as described in Section 14.6, or (ii) the inability of the Company to obtain the necessary permits and approvals of the City of Austin, or other governmental entity, in a timely manner.

1.11 “**Construction Timetable**” means the timetable for the commencement and completion of construction of the various buildings comprising the New Improvements that will be needed to enable the Company to provide the Required Number of Jobs in accordance with the Employment Schedule.

1.12 “**Contract Jobs**” mean those jobs performed by independent contractors of the Company or employees of the Company’s independent contractors.

1.13 “**County Auditor**” means Susan Spataro, the Travis County Auditor, or her successor.

1.14 “**Effective Date**” for purposes of the Agreement Term, will be May 1, 2012, upon execution of the Agreement by both Parties.

1.15 “**Employees**” means, collectively, employees of the Company performing existing Full-time Jobs or New Full-time Jobs.

1.16 “**Employment Year**” means each of the ten (10) years referenced in paragraph (b) of Section 5.1.2

1.17 “**Employment Schedule**” means the schedule in paragraph (b) of Section 5.1.2 for the Company to provide the Required Number of Jobs.

1.18 “**Existing Full-time Jobs**” are full-time jobs held by employees of the Company or independent contractors or employees of independent contractors that are employed at an existing Austin Company facility prior to the Effective Date, excluding employees of the Company’s retail stores.

1.19 “**Eligible Property**” means all real and tangible business personal property of the Project which was not present on the Property as of the Base Year of this Agreement and which is subject to assessment for Ad Valorem Taxation by the County (excluding inventory, supplies and the purchase price of the real property) as more fully described in this Agreement as more fully described in Attachment A, also referred to herein as the New Improvements and New Machinery and Equipment.

1.20 “**Is doing business**” and “**has done business**” mean:

1.20.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.20.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.20.3 Any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

1.20.4 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.21 “**Key Contracting Person**” means any person or business listed in Exhibit A to the Ethics Affidavit attached to this Agreement and marked Attachment B.

1.22 “**New Full Time Jobs**” are full-time jobs created after the Effective Date and held by employees of the Company or independent contractors or employees of independent contractors that are employed at the Project.

1.23 “**New Improvements**” means” means that development done by the Company as part of the Project to be constructed, expanded and renovated as set forth in this Agreement. A list of the proposed New Improvements is set forth on Attachment A hereto and made a part hereof.

1.24 “**New Machinery and Equipment**” means machinery, equipment, and other items treated as personal property by the relevant taxing authorities, and purchased after the Effective Date, and installed and used at the Project for the purpose of supporting the operations of the Company.

1.25 “**Parties**” and “**Party**” means the County and/or the Company.

1.26 “**Payment Term**” means that time period beginning on January 1, 2016, and ending on December 31, 2030, unless earlier terminated pursuant to the terms of this Agreement. Each calendar year within the Payment Term is designated as a Payment Year.

1.27 “**Payment Year Value**” means the taxable value of new improvements on the Property determined by TCAD for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property for any tax year included in the Payment Term of this Agreement as set forth on the certified tax rolls of the County.

1.28 “**PBO**” means Travis County Planning and Budget Office.

1.29 “**Project**” means the proposed development, as described herein, of the new Americas Operations Center of the Company, as more fully described in Attachment A.

1.30 “**Property**” means the land (real property) on which the Project will be developed as further described in Attachment A.

1.31 “**Rebate**” means grant funds paid by the County to the Company (pursuant to *Texas Local Government Code*, Chapter 381, Subsection 381.004(h) and other statutes) as a result of performance of obligations under this Agreement, the amount of which is based on a percentage of specified Ad Valorem Taxes paid by the Company on the Eligible Property.

1.32 “**Rebate Percentage**” means the percentages referenced in Section 4.1.1 to be used to calculate the Rebate paid to the Company pursuant to this Agreement.

1.33 “**Required Annual Compensation**” means the average annual compensation, excluding health insurance and retirement benefits.

1.34 “**Required Number of Jobs**” means, for any calendar year during the Agreement Term, the minimum number of Existing Full-time Jobs and New Full-time Jobs the Company is required to either create or maintain during that calendar year as stated in Section 5.1.2.

1.35 “**Subcontract**” means any agreement between the Company and another party to fulfill, either directly or indirectly, any of the requirements of this Agreement, in whole or in part.

1.36 “**Subcontractor**” means any party providing services required under this Agreement pursuant to an agreement between Company and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of the Company; and any party or parties providing services for the Company which are required under the terms of this Agreement.

1.37 “**TCAD**” means the Travis Central Appraisal District.

1.38 “**Termination Date**” means the earlier to occur of

(a) December 31, 2030, or

(b) the date on which this Agreement Term is terminated pursuant to the other provisions of this Agreement.

2.0 GENERAL TERMS

2.1 **Authority; Statutory Authorization.** The County is authorized to enter into this Agreement under the *Texas Local Government Code*, Chapter 381, Subsection 381.004 (and other applicable provisions of the *Texas Local Government Code*, Chapter 381, and other applicable statutes), in order to stimulate business and commercial activity in Travis County, Texas.

2.2 **Purpose.** The purpose of this Agreement is to grant benefits to the Company in order to stimulate and encourage business and commercial activity in Travis County, to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring capital intensive projects to Travis County.

2.3 **Terms.**

2.3.1. **Agreement Term.** The County and the Company acknowledge and agree that, unless earlier terminated by the Parties pursuant to the terms of this Agreement, this Agreement shall be effective commencing on May 1, 2012 (the Effective Date, as defined herein), and continuing through December 31, 2030, unless earlier terminated pursuant to the terms of the Agreement.

2.3.2. **Payment Term.** The payment of the Agreement Funds will take place upon compliance with all terms of this Agreement beginning on the first year of the Payment Term which begins January 1, 2016 , and continues through December 31, 2030 (unless earlier terminated pursuant to the terms of this Agreement), as defined in this Agreement; provided, however, in recognition of the fact that Agreement Funds will be calculated and paid after taxes have been assessed and paid to the County, and therefore always in arrears, the Agreement Term shall be deemed to include the time necessary for the payment of any Agreement Funds to the Company which extend beyond the period of time defined as the Agreement Term in Section 1.4.

2.4 **Administration of Agreement.** This Agreement shall be administered for the County by the Travis County Planning and Budget Office (PBO). Company shall provide the County through PBO with all information required for the County to determine and ensure compliance with every term of this Agreement, including those forms attached hereto.

3.0 **ENTIRE AGREEMENT**

3.1 **All Agreements.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

3.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Company in accordance with all terms of this Agreement.

- 3.2.1. Attachment A - Description of Property and Project
- 3.2.2. Attachment B - Ethics Affidavit
- 3.2.3. Attachment C - Reporting Form
- 3.2.4. Attachment D - City of Austin Agreement

4.0 **AGREEMENT FUNDS**

4.1 **Agreement Funds.**

4.1.1. **Rebate Basis.** Subject to the terms and conditions set forth in this Agreement, in consideration of full and satisfactory performance of the requirements and obligations under this Agreement, the County hereby grants the Company a Rebate as follows:

(a) **Initial Ten Year Payment Period.** For the Initial Ten Year Payment Term (defined as January 1, 2016 – December 31, 2025, the Rebate shall be computed as an amount equal to of sixty percent (60%) of the excess of the Payment Year Ad Valorem Taxes paid over the Base Year Ad Valorem Taxes paid. Said Rebate shall be computed as follows:

$$\frac{(\text{Payment Year Ad Valorem Taxes Paid} - \text{Base Year Ad Valorem Taxes Paid}) \times .60}{\text{Annual Reimbursement/Rebate by County}}$$

(b) **Subsequent Five Year Payment Period.** For the Subsequent Five Year Period (defined as the five-year period following the Initial Ten Year Period, or January 1, 2026 – December 31, 2030) rebate shall be computed as an amount equal to forty percent (40%) of the excess of the Payment Year Ad Valorem Taxes paid over the Base Year Ad Valorem Taxes paid. Said rebate shall be computed as follows:

$$\frac{(\text{Payment Year Ad Valorem Taxes Paid} - \text{Base Year Ad Valorem Taxes Paid}) \times .40}{\text{Annual Reimbursement/Rebate by County}}$$

The above Rebate Percentages are subject to adjustment as provided in Section 5.2 and Section 8.4.

4.1.2. **Rebate Due Date.** Until the Termination date, County shall reimburse Company annually the amount due under this Agreement with respect to a tax year according to the schedule set forth in Section 4.2.1.

4.1.3. **New Improvements and New Machinery and Equipment.** The incentives provided under this Agreement shall be granted for the New Improvements and New Machinery and Equipment for the Project described in Attachment A.

4.1.4. **Continuing Taxation.** During the Agreement Term, the Company shall be subject to all County taxation not rebated under this Agreement, and to all other applicable taxation. Ad Valorem Taxes shall be payable in full on the Company's taxable property, with rebate to be paid by the County pursuant to this Agreement as follows:

(a) The taxable value of ineligible property (property not included under the definition of Eligible Property) shall be fully taxable, with no rebate.

(b) The Base Year Value of the properties of the Company shall be fully taxable, with no Rebate.

(c) The value of Eligible Property shall be fully taxable with rebate by County to Company of sixty percent (-60%) of that payment (if attributable to the Initial Ten Year Payment Period) or forty percent (40%) of that payment (if attributable to the Subsequent Five-Year Payment Period) as set forth in this Agreement.

4.2 **Determination and Payment of Agreement Funds.**

4.2.1. **Reporting/Completion/Payment Dates.** The following dates will guide performance, reporting and payment under the terms of the Agreement. The Parties agree that, at any time, reporting, compliance determination and monitoring may allow for payment on an earlier schedule or may require payment on a later schedule, and the Parties will both cooperate to meet all Agreement requirements and provide for payment as expeditiously as possible. However, the following guidelines will be utilized to direct reporting, monitoring and payment to the best abilities of the Parties:

2012)	(a)	1/1/12 – 12/31/12	Base Year Value determined by TCAD (tax bill for
	(b)	5/1/12	Effective Date (upon execution by both Parties)
	(c)	5/1/12 – 12/31/30	Agreement Term
	(d)	12/31/15	Completion of Phase I \$56,500,000 Investment
based on 2015	(e)	1/1/16	Payment Term begins (Payment made in 2016 will be performance)
	*(f)	3/31/16	Annual Report due as to performance for 2015
	*(g)	4/30/16	County response due on Annual Report (as applicable)
	*(h)	9/1/16 – 9/30/16	County budget process for FY '17
	*(i)	10/31/16	County payment due (if full compliance confirmed)
	(j)	12/31/16	300 New Full-time Jobs Created
	(k)	1/1/17	Second Payment Year begins
	*(l)	3/31/17	Annual Report due as to performance for 2016
	*(m)	9/1/17 – 9/30/17	County budget process for FY '18
	*(n)	10/31/17	County payment due (if full compliance confirmed)
	(o)	12/31/17	Additional 300 New Full-time Jobs Created (600 total)
	(p)	12/31/18	Additional 50 New Full-time Jobs Created (650 total)
	(q)	12/31/21	Completion of Phase II
	(r)	12/31/25	End of Initial Ten Year Payment Period Additional 2,985 New Full-time Jobs Created (3,635
total)	(s)	12/31/30	End of Subsequent Five Year Payment Period End of 15 year payment period

* Report/Payment process repeats each year of 15 year Payment Term.

All above dates are subject to adjustment pursuant to the provisions of this Agreement.

4.2.2. **Annual Report.** For each tax year during the Payment Term of this Agreement, subject to performance by the Company of its obligations hereunder, the County shall rebate and pay to the Company by check or wire transfer the amount to be rebated from Ad Valorem Taxes paid by Company for said tax year according to the following procedure:

(a) **Annual Reporting Form.** On or before March 31 of each year during the Payment Term (beginning as shown in Section 4.2.1 above), Company shall notify TCAD/Travis County Tax-Assessor Collector and PBO in writing of its calculation of the Agreement Funds due to the Company by the County for the immediately preceding tax year ("**Annual Reporting Form**") using the format of the Annual Reporting Form attached to this Agreement as Attachment C. The Annual Reporting Form ("**Form**") will show the amount of Ad Valorem Taxes paid on Eligible Property by the Company for said tax year that are attributable to the Base Year Value and the amount of Ad Valorem Taxes paid on Eligible Property by the Company that are attributable to the Payment Year Value for that tax year, and will include a completed Annual

Reporting Form, a copy of the tax bill and a copy of the evidence of payment issued by the Company in payment of that bill (and a copy of any other documentation required by the County pursuant to this Agreement). Initial submission of the Annual Reporting Form and Payment shall proceed as set forth in Section 4.2.1.

(b) **Certification of Compliance.**

(i) **Annual Certification.** The Reporting Form (“**Agreement Funds Notice**”) attached to this Agreement will also include the Company’s signature certifying that the Company warrants to the County that it is in full compliance with each of its obligations under this Agreement, including the number of jobs maintained by the Company for the preceding year. The Company shall provide such forms annually, and shall certify annually to the County that the Company is in compliance with all applicable terms of this Agreement.

(ii) **Inability to Comply.** If the Company cannot certify complete compliance with the terms of the Agreement, the Company shall include a full and complete explanation of the reasons for the failure to comply along with the Company’s plans to achieve compliance or reasons that compliance cannot be achieved. Upon receipt of such explanation, the County may, at its sole discretion, agree to work with the Company to develop a mutually agreeable amendment to this Agreement with which the Company can comply, or terminate the Agreement by written notice given to the Company within ninety (90) days after the Agreement Funds Notice including the notice of inability to comply is given to the County.

(c) **Access, Monitoring and Inspections.**

(i) **Access.** Company shall provide access to and authorizes monitoring visits of the Project as necessary to determine compliance with this Agreement.

(ii) **Inspection.** County has the right to inspect the Project (see Sections 5.3.2 and 5.8.2) and pertinent records of the Company as necessary to verify compliance. Inspections shall be preceded by at least seventy-two hours’ notice by telephone to the head of the Center or other person designated by the Company, and may be attended by the Company representatives. Visits and Inspections shall be conducted so as not to interfere with the business operations of the Company and shall comply with the Company’s safety standards. The County acknowledges and agrees that the work of constructing and installing the Project is of highly sensitive nature and, therefore, the County agrees that it will not make any type of recording or photographic record of the interior of the facility and agrees to keep all information relating to its contents confidential to the maximum extent allowed by law. Inspections/monitoring visits will be made by the County Executive of PBO (or her designee, with the Company's approval), and will be limited to review of those reports and information necessary to verify the Company's compliance with the requirements of this Agreement.

(iii) **Monitoring.** In order to verify compliance with employment requirements, the County will be provided access on site to those original reports submitted by the Company to the Texas Workforce Commission and any and all other data used by the Company as the basis for certification of the number of

FTE's, the average salary, and the investment made pursuant to the requirements of the Agreement. Supporting documentation will be made available at the Company's Austin location in a format that allows for easy review by the County (magnetic tapes will not be considered acceptable format). The Company acknowledges and agrees that the County may make ongoing inspections/monitoring visits under these same conditions as specified in this Agreement throughout the Agreement Term to ensure ongoing compliance with the terms of this Agreement. Any additional review will be as mutually agreed to by the County and the Company, and strictly limited to that information necessary to confirm Agreement compliance. If the County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, the County reserves the right to require additional information as reasonably necessary to complete the final review and approval of the information submitted and to withhold approval of the Agreement Funds Notice until such additional information is made available pursuant to this Section 4.2.2.

(iv) **Personal Data**. In the course of verifying, the Company's compliance with the requirements of this Agreement, the County and the County's employees, agents, consultants and contractors assigned to perform any portion of the review and inspection may obtain certain information relating to identified or identifiable individuals ("**Personal Data**"). The County acknowledges that it shall have no right, title or interest in any Personal Data obtained by it as a result of this Agreement, and will not use the Personal Data for any purpose other than verification of the Company's compliance with the requirements of this Agreement. The County shall take appropriate legal, organizational and technical measures to ensure the confidentiality of Personal Data, and protect Confidential Data against unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data. In the event the County collects Personal Data, the County shall at all times comply with the Company's lawful instructions regarding the Personal Data, as well as all applicable laws, regulations, and international accords or treaties.

(v) **County Coordination With City of Austin**. The Parties agree that the County may designate individuals from the City of Austin ("City") or a designated outside consultant of the County or the City to assist in accessing, inspecting, monitoring and evaluating the Company's performance under this Agreement, and the Company agrees to cooperate with the City representatives (or consultant) in such instances.

4.2.3. **Rebate Amount**. Upon verification by the County of the amount shown in the Agreement Funds Notice and other reporting information provided by the Company to the County under this Agreement, the County shall grant and pay to the Company the Agreement Funds calculated in accordance with Section 4.1.1.

4.2.4. **Material Issues in Agreement Funds Notice**. If the County identifies any material issues in the Agreement Funds Notice, the County will advise the Company of such material issues that are identified in the verification process within 30 days of receipt of the Agreement Funds Notice and other reporting information to allow the Company to correct/complete such Agreement Funds Notice. Should the Company and the County be unable to agree to the

completion/correction of the Agreement Funds Notice within thirty (30) days of receipt of the notice by the Company of material issues, the County will grant the Agreement Funds to Company based on the Company's representation of information, subject to the mutual agreement by the Parties as to the completion/correction of the Agreement Funds Notice. Upon resolution of the dispute, should the amount granted to the Company initially be greater than that amount due as a result of the completed/corrected Notice, the Company will refund to the County the excess amount within sixty (60) days of determination of that amount. The County will provide TCAD and the Company necessary notice of confirmation of the granting of Agreement Funds as claimed in the Notice within thirty (30) days of receipt of the complete and correct Agreement Funds Notice and other relevant reporting information.

4.2.5. **Final Rebate.** The final grant of Agreement Funds by the County to the Company pursuant to this Agreement shall be based on the Agreement Funds Notice relevant to the last year of the Agreement Term. Upon the County's paying of said final payment as described in this Section 4.2.5, this Agreement shall terminate.

5.0 **COMPANY PERFORMANCE**

5.1 **Requirements for Rebate.** The Company agrees to do the following to receive and retain the 60% Rebate during the Initial Ten Year Term and the 40% Rebate during the Subsequent Five Year Period, as described in Section 4.1.1:

5.1.1. **Construction and Operation of Project.** The Project, as described in Attachment A, must meet the following requirements regarding the construction and operation of the Project:

(a) **Location.** The Project will be located at West Parmer Lane and Delcour Drive in Austin, Texas, or other location within the City of Austin's Desired Development Zone (as defined in Section 25-1-21 of the *Austin City Code*).

(b) **Ownership and Use.** The Property on which the current Project is located is owned by the Company or its Affiliate, and the Project will be used for the Company's Americas Operations Center, as more particularly described in Attachment A. Any additional land utilized under this Agreement will be owned by the Company or its Affiliate and subject to the requirements of this Section 5.1.1. The Company agrees that the Project is not located in an improvement project financed by tax increment bonds and does not include any property that is owned or leased by a member of the Commissioners Court.

(c) **Phased Construction and Required Investment.** The Project will be constructed in two phases. Phase I will have approximately 200,000 square feet of space in two buildings, and the Company will invest a minimum of \$56,500,000 for New Improvements and New Machinery and Equipment for Phase I by no later than December 31, 2015. Phase II will have approximately 800,000 square feet in several buildings, and the Company will invest a minimum of \$226,000,000 for New Improvements and New Machinery and Equipment for Phase II by no later than December 31, 2021. In the event that the Company exceeds the minimum Phase I investment, the value of such excess may be applied toward the minimum Phase II investment. Investments will be as documented by the Company in its rendition to TCAD for each year of the Agreement Term.

(d) **Minority and Women-Owned Business Enterprises.** The Company will use good faith efforts and will encourage its agents and contractors to use good faith efforts, to ensure that Minority and Women-Owned Business Enterprises and Historically Underutilized Businesses

have the opportunity to participate in the design, construction and operation of the Project. The Company will comply with the conditions and requirements of Section 1.04 of the City Agreement regarding the opportunity for Minority and Women-Owned Business Enterprises to participate in the design and construction of the Project and as suppliers for materials and services for the operation of the Project, and such compliance will be deemed to be compliance with the above provisions in this paragraph (d).

(e) **Construction Laws**. In the execution of the construction contracts for Phase I and Phase II, the Company will comply with all applicable state and federal laws relating to construction, including laws related to labor, equal employment opportunity, safety, and minimum wage. The Company agrees to make commercially reasonable efforts to work with the Workers Defense Project in an effort to meet this obligation.

5.1.2. **Employment**. The Company must meet the following employment requirements:

(a) **Required Number of Jobs**. In addition to retaining 3,100 Existing Full-time Jobs, the Company shall create at least 3,635 New Full-time Jobs by December 31, 2025. If there is a shortfall during any year of the Agreement Term regarding the Company's retention of 3,100 Existing Full-time Employees, such shortfall shall be offset to the extent that the actual cumulative total of New Full-time Jobs exceeds the specified cumulative total of New Full-time Jobs for such year as stated the following Employment Schedule. Contract Jobs shall not exceed 25% of the total of Existing Full-time Jobs and New Full-time Jobs at any time during the Agreement Term.

(b) **Employment Schedule**. The 3,635 New Full-time Jobs shall be added by the Company in accordance with the following Employment Schedule:

Employment Year One: 300 New Full-time Jobs by December 31, 2016.

Employment Year Two: 300 additional New Full-time Jobs by December 31, 2017, for a cumulative total of 600 New Full-time Jobs.

Employment Year Three: 50 additional New Full-time Jobs by December 31, 2018, for a cumulative total of 650 New Full-time Jobs.

Employment Year Four: 150 additional New Full-time Jobs by December 31, 2019, for a cumulative total of 800 New Full-time Jobs.

Employment Year Five: 350 additional New Full-time Jobs by December 31, 2020, for a cumulative total of 1,150 New Full-time Jobs.

Employment Year Six: 420 additional New Full-time Jobs by December 31, 2021, for a cumulative total of 1,570 New Full-time Jobs.

Employment Year Seven: 450 additional New Full-time Jobs by December 31, 2022, for a cumulative total of 2,020 New Full-time Jobs.

Employment Year Eight: 450 additional New Full-time Jobs by December 31, 2023, for a cumulative total of 2,470 New Full-time Jobs.

Employment Year Nine: 525 additional New Full-time Jobs by December 31, 2024, for a cumulative total of 2,995 New Full-time Jobs.

Employment Year Ten: 640 additional New Full-time Jobs by December 31, 2025, for a cumulative total of 3,635 New Full-time Jobs.

(i) Ongoing Employment Obligations. During each year of the remainder of the Agreement Term after December 31, 2025, the Company shall continue to have not less 3,100 Existing Full-time Jobs and 3,635 New Full-time Jobs.

(ii) Excess Credits. If the cumulative total of New Full-time Jobs during any Employment Year exceeds the required number for such Employment Year, the excess number shall be credited against any shortfall in the required number of New Full-time Jobs during any subsequent Employment Year.

(iii) Construction Delay Impact – Construction Timetable and Employment Schedule. The County acknowledges that the foregoing Employment Schedule is based on the Company’s ability to construct the buildings and other facilities that will be needed to accommodate 3,635 New Full-time Employees in accordance with its Construction Timetable for Phase I and Phase II of the Project. If there is a Construction Delay that will materially affect the Construction Timetable, the Company will give written notice to the County. The County Executive shall thereafter have the authority to extend the deadlines for completing the construction of the Phase I and Phase II Improvements and to modify the Employment Schedule in an equitable manner, if the County Executive reasonably determines that a Construction Delay has occurred and that such Construction Delay will materially affect the Construction Timetable. In no event, however, shall the December 31, 2025 deadline for the Company to create 3,635 of New Full-time Jobs be extended by the County Executive.

(c) **Required Annual Compensation**. The Required Annual Compensation for all New Full-time Jobs, excluding Contract Jobs, must not be less than the following amounts at the end of each Employment Year:

<u>Employment Year</u>	<u>Required Annual Compensation</u>
One	\$ 54,000
Two	\$ 56,000
Three	\$ 58,000
Four	\$ 61,000
Five	\$ 63,000
Six	\$ 65,000
Seven	\$ 67,000
Eight	\$ 70,000
Nine	\$ 72,000
Ten	\$ 73,500

During each year of the remainder of the Agreement Term after December 31, 2025, the Required Annual Compensation shall not be less than \$73,500.

(d) **Recruitment.** The Company will comply with the conditions and requirements of Section 1.03 of the City Agreement regarding the recruitment of Employees for New Full-time Jobs.

(e) **Company Health Benefits.** For Employees who are hired to provide the Required Number of Jobs pursuant to this agreement, the Company must provide, and ensure that Employees who perform Contract Jobs are provided, health care benefits as follows:

(i) the health benefits must be provided to the Employees and their family members and domestic partners; and

(ii) meet all applicable federal requirements for benefits provided;

(iii) with the Company or other provider contributing to such health benefits.

(f) **Opportunity To Correct Deficiency.** If the Company has not satisfied the requirements and conditions described in paragraphs (b), (c) and (d) above at the end of any year during the Payment Term, the Company shall have a period of ninety (90) days after the end of the applicable year to correct such deficiency, but the County shall not have any obligation to give the Company notice concerning such deficiency pursuant to Section 8.5. If the Company fails to correct the deficiency within such 90-day period, the Company shall be not be entitled to receive the applicable Agreement Funds for such year.

5.1.3. **Employee Transportation.**

(a) **Transportation Program.** The Company has an existing Transportation Program at its current facilities in the Riata Vista Office Park to encourage its employees to use public transportation services, reduce traffic congestion and promote cycling and other transportation options, which include the following features: (i) free shuttle service is provided to nearby Capital Metro Transit Stations and Express Bus routes; (ii) monthly subsidy for employees using public transportation; (iii) online carpool matching service to connect employees with similar commuting routes; (iv) online bicycle route matching service to connect employee cyclists; (v) monthly subsidy to promote cycling; (vi) onsite showers, lockers and racks for cyclists; (vii) taxi vouchers for employees who use public transportation, carpool or bicycle in the event of a personal or family emergency; and (viii) free onsite shuttle service around the Company's campus. During the Agreement Term, the Company shall continue to maintain a Transportation Program for the employees at the Project with substantially similar features.

(b) **Lone Star Rail District.** The County and the Company agree that convenient access to public transportation is important to the region and to the Project, and the County and the Company support the efforts of the Lone Star Rail District to convert the existing Union Pacific rail line to commuter rail service between the Austin and San Antonio metropolitan areas, and to include one or more transit stations near the Project. The Company agrees to participate in discussions with representatives of the Lone Star Rail District, other governmental entities and other area landowners regarding the proposed location of nearby transit stations and possible sources of financing that may include participation by the Company and other area landowners.

5.2 **Requirements for Additional Rebate and Goal Components.** The 60% Rebate during the Initial Ten Year Period and the 40% Rebate during the Subsequent Five Year Period, as described in Section 4.1.1, shall be increased by the following additional Rebate Percentages if the Company performs the following obligations:

5.2.1 **LEED Certification.** The Company shall be entitled to receive five percent (5%) additional rebate percentage if the Company achieves LEED Certification from the U.S. Green Building Council for building or buildings to be constructed on the Property. The additional Rebate Percentage shall not be applicable until the Company has provided the County with the appropriate documentation concerning the LEED Certification for such buildings.

5.2.2 **Travis County Residents.** If the Company provides written certification to the County that 50% or more of the cumulative total of New Full-time Jobs for any Employment Year, or any year thereafter during the Agreement Term, are held by residents of Travis County, the Rebate Percentage for that year shall be increased by an additional 5%.

5.2.3 The following components of the Project are goals which the Company agrees to make a good faith effort to attain:

(i) Environmental. The Project will be completed and maintained in a manner which preserves and respects the natural environment by maintaining green space as set forth in the plan of development presented to and approved by the City of Austin, as evidenced by certificates of occupancy from the City of Austin. The Company shall not violate any federal, state or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project. This Property may not be located over an environmentally sensitive aquifer or contributing zone, and the Company hereby certifies that the Property is not located over an environmentally sensitive aquifer or contributing zone.

(ii) Parking. Development will be completed in a manner which includes adequate parking.

(iii) Community Improvement. County acknowledges the active participation by the Company in community development activities which contributes to the development and improvement of Travis County in areas beyond those directly related to business and the economy. The Company agrees to make commercially reasonable efforts to continue such participation related to local education, job training and job mobility through activities such as financial contributions to local schools and volunteer work within the community.

5.3 **Reports.**

5.3.1. **Annual Report.**

(a) **Annual Report Filing.** Beginning the end of the first year of the Payment Term, the Company shall provide an annual report (and/or other reports as reasonably requested by County) reflecting the fulfillment of all requirements of this Agreement in a format provided by County and included in this Agreement as Attachment C ("**Reporting Form.**") The Company shall provide the Chief Appraiser of TCAD ("**Appraiser**"), the Travis County Tax Assessor-Collector and PBO any and all information necessary for administration of this Agreement, including a completed reporting form (Attachment C - "**Reporting Form – Agreement Funds Notice**") within a reasonable time after the end of each calendar year in the Payment Term,

allowing adequate time for the Company to collect the data and submit to the County the resulting report which will reflect information related to the previous 12-month period (or other time period as specified).

(b) **Other Information.** The Reporting Form shall include the information necessary to meet applicable requirements under the *Texas Tax Code*. The Appraiser of TCAD shall annually determine (i) the taxable value pursuant to the terms of this Agreement and (ii) full value without rebate under this Agreement. The Appraiser shall record both the rebated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal record shall be used to compute the amount of rebated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that provides for recapture under this Agreement. Each year, the Company shall furnish the Appraiser with such information outlined in the *Texas Tax Code*, Chapter 22, as may be necessary for the administration of the rebate specified herein. Company shall be entitled to appeal any determination of the Appraiser in accordance with the provisions of the *Texas Tax Code*.

5.3.2. **County Monitoring of Reports.** County retains the right to monitor and audit the findings in all reports provided or made available to the County under this Agreement as necessary to confirm compliance with the terms of this Agreement (see Section 5.8.2). Company shall retain all reports made by third parties related to this Agreement and allow the County reasonable access to such reports if County requests the opportunity to review such reports. The County will only request such review upon reasonable cause to question the accuracy of the Report submitted by the Company to the County.

Report Information. The following general information, as applicable for each year in a reporting period will be included with the Report:

- (a) documentation to show commencement date and completion date (as applicable);
- (b) total value of completed Project (as certified by TCAD for Travis County Ad Valorem Taxation);
- (c) total number of Existing Full-time Jobs and total number of New Full-time Jobs and date of hire for each;
- (d) average salary of New Full-time Jobs, excluding Contract Jobs;
- (e) information showing the amount of County Ad Valorem Taxes paid by the Company and the amount of Agreement Funds reimbursed by the County to date;
- (f) other information as necessary to support compliance with terms of this Agreement, including Section 5.1.1(d); and
- (g) certification as to accuracy of report and compliance with the terms of

the Agreement.

5.3.3. **Job Data.** The Report shall also include data showing the number of Existing and New Full-time Jobs created and maintained as a result of the Project and the average salary for those jobs, including that information specifically set forth in the Reporting Form (Attachment C). The Company shall create and maintain such records as necessary for the County to audit performance under this requirement, including documentation which supports that information shown in the Reporting Form and any other information reasonably necessary to calculate FTEs as related to performance under this Agreement. As provided in Section 5.8.2, the County may require such other documentation as reasonably deemed necessary to support reported employment efforts of the Company as required under this Agreement.

5.3.4. **Ad Valorem Taxes.** The Reporting Form shall include information showing the amount of Travis County Ad Valorem Taxes due for payment by Company, the amount by which the Ad Valorem taxes would be rebated as a result of compliance with the applicable terms of this Agreement and other information as specified in the form attached as Attachment C.

5.4 **Company Authority.** The Company warrants that Company has the authority to enter into this Agreement and that the person signing this Agreement on behalf of the Company is duly authorized to do so.

5.5 **Accuracy of Information.** The Company will use commercially reasonable efforts to ensure that all reports, data and information submitted to the County will be accurate, reliable and verifiable according to the terms of this Agreement. Approval by the County of such information shall not constitute nor be deemed a release of the responsibility and liability of the Company, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by the County for any defect, error, omission, act or negligence or bad faith by the Company, its employees, agents, or associates.

5.6 **W-9 Taxpayer Identification Form.** The Company shall provide the County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement Funds may be paid to the Company.

5.7 **Indemnification and Claims.**

5.7.1. **INDEMNIFICATION.** The Company agrees to and shall indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("Claim"), for injury to or death of any person, for any act or omission by the Company, or for damage to any property, arising out of or in connection with the work done by the Company under this Agreement, whether such injuries, death or damages are caused by the Company's sole negligence or the joint negligence of the Company and any other third party.

5.7.2. **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency is made or brought by any person, firm, corporation, or other entity against the Company or the County relating to the enforcement of this Agreement, the Party with notice of the Claim shall give written notice to the other Party of the Claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a Claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the Claim, action or proceeding; the court or administrative tribunal, if any, where the Claim, action or proceeding was instituted; and the name or names of any person against whom this Claim is being made or threatened. This written notice shall be given in the manner provided in the "Notice" provision of this Agreement. Except as otherwise directed, the Party with notice of the Claim shall furnish to the other Party copies of all pertinent papers received by that Party with respect to these Claims or actions.

5.8 **Miscellaneous Responsibilities.**

5.8.1. Change in Project. The Company shall notify the County immediately and in advance where possible, of any significant change relating to the Project that may affect the Company's performance under this Agreement, including any change in the Company's name or identity.

5.8.2. Employment Records and Investment Certification. In order to verify compliance with employment, salary and investment requirements, the Company will provide the County with an annual written certification (attached to the Report) by an authorized representative of the Company of the following:

- (i) Number of Existing and New Full-time Jobs
- (ii) Average Salary of New Full-time Jobs
- (iii) Amount of investment pursuant to this Agreement

The Company agrees to provide the County access at the Company's Austin location at the time of submission of the certification and as needed to any and all supporting documentation which was utilized in making the determinations reported in the certification as to the number of FTE's, the average salary and the amount of investment by the Chief Financial Officer. This supporting documentation will be made available at the Company's Austin location in a format that allows for easy review by the County.

If the County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, the County reserves the right to require additional information as necessary to complete the final review and approval of the information submitted and to withhold approval of the Agreement Funds Notice until such additional information is made available pursuant to this Section 5.8.2.

5.8.3. Record Maintenance. Company shall maintain all records and reports required under this Agreement for a period of three years after the termination date, or until all evaluations, audits and other reviews have been completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later.

6.0 AMENDMENTS

6.1. Written Amendments Only. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by both Parties. An amendment may only be approved by the Parties if the terms and provisions of the amendment reflect provisions which could have been included in the original Agreement.

6.2. Acknowledgments as to Amendments. It is acknowledged by the Company that no officer, agent, employee or representative of the County has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Agreement will not be effective.

6.3. Submission. The Company shall submit all requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it to PBO , Attention: Leslie Browder, County Executive (or her successor in office) with a copy to the County Judge, Samuel T. Biscoe, or his successor in office. This Agreement shall be administered by PBO, and all information provided by the Company to the County shall be provided through PBO.

7.0 COMPLIANCE

7.1. **Federal, State and Local Laws.** The Company shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. The Company shall meet all applicable requirements of the County and the City codes and ordinances, rules and regulations and permit requirements, and all necessary inspections will take place in a timely manner. The Company will make all hiring decisions in compliance with the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990 and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, age or handicapping condition in accordance with the Company's policies.

7.2. **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in State Court in Travis County and the City of Austin. The Parties acknowledge and agree that each Party shall be responsible for any attorneys' fees incurred by that Party relating to this Agreement.

7.3. **Immunity or Defense.** Section 7.2 notwithstanding, the Company expressly understands and agrees that, neither the execution of this Agreement nor the conduct of any representative of the County shall be considered to be a waiver of, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. The Company and the County shall have all remedies and defenses allowed by law.

7.4. **Failure to Comply.** The Commissioners Court may cancel or modify this Agreement, as set forth herein, if the Company fails to comply with the Agreement.

8.0 TERMINATION AND DEFAULT

8.1. **Termination.** This Agreement may be terminated in the following circumstances:

8.1.1. **Election Not to Proceed Prior to Rebate.** In the event the Company elects not to proceed with the Project as contemplated by this Agreement prior to the first receipt by the Company of the Agreement Funds, the Company shall notify County in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

8.1.2. **Successful Completion.** This Agreement will terminate upon completion of the performance of the respective terms and conditions of the Agreement by both Parties or upon termination pursuant to the terms of this Agreement.

8.1.3. **Failure to Comply.**

(a) **Termination by County.** After notice of default and opportunity to cure pursuant to Section 8.5, this Agreement may be terminated, at the election of the County, if the Company fails to comply with the following conditions and requirements as set forth herein (each referred to herein as a "Termination Event"):

(i) The Company fails to comply with the requirements in paragraphs (a) and (b) of Section 5.1.1 regarding the location of the Project and the ownership and use of the Property.

(ii) The Company fails to complete the construction of Phase I and invest a minimum of \$26,500,000 by December 31, 2015 (or any extended deadline as the result of a Construction Delay), or fails to complete the construction of Phase II and invest a minimum additional amount of \$226,000,000 by December 31, 2021 (or any extended deadline as the result of a Construction Delay, as more particularly described in paragraph (c) of Section 5.1.1.

(iii) The Company fails to retain 3,100 Existing Full-time Jobs and create at least 3,635 New Full-time Jobs by December 31, 2025 (or any extended deadline as the result of a Construction Delay), as provided in paragraph (a) of Section 5.1.1.

(iv) The Company allows its Ad Valorem Taxes to the County, the City of Austin, Round Rock Independent School District, Austin Community College District, Central Health District, or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedure for their protest and/or contest.

In the event this Agreement is terminated by the County pursuant to this paragraph (a), the County shall have the right to recapture all of the Agreement Funds paid to the Company for the two (2) previous years pursuant to paragraph (a) of Section 8.2; no further Agreement Funds shall be payable by the County to the Company; and this Agreement shall be of no further force or effect.

(b) **Termination by Company.** After notice of default and opportunity to cure pursuant to Section 8.5, this Agreement may be terminated by the Company without prejudice to any other right or remedy which the Company or the County may possess, if the County fails to comply with its obligations under this Agreement

8.1.4. Judicial Finding. This Agreement may be terminated by either the County or the Company if the Rebate agreed to be made by the County herein is found to be invalid or illegal by a court of competent jurisdiction and said judicial decision is not overturned on appeal or is no longer subject to appeal. In the event that this Agreement is terminated under this Section 8.1.4, the County shall have the right to recapture all of the money rebated to Company under this Agreement to the extent but only to the extent that said judicial decision specifically requires said Rebate to be refunded to the County, and there is no other lawful manner by which the County can reimburse, pay or credit the Company with the amount of said Rebate that is refunded as a result of said judicial decision.

8.2. Recapture of Agreement Funds. After notice of default and opportunity to cure pursuant to Section 8.5, the County shall have the right to recapture Agreement Funds previously paid to the Company in the following circumstances:

(a) If the Agreement is terminated because of an uncured Termination Event pursuant to paragraph (a) of Section 8.1.5, the County has the right to recapture an amount equal to all of the Agreement Funds paid to the Company for the two (2) previous years.

(b) If Company fails to meet the following requirements as of December 31, 2030, the County has the right to recapture an amount equal to all of the Agreement Funds paid by to the County for the five (5) year period prior to December 31, 2030:

(i)	Total retained Existing Full-Time Jobs:	3,100
(ii)	Total New Full-time Jobs:	3,635
(iii)	Total Investment:	\$282,500,000

8.3. **Right to Withhold Agreement Funds.** In addition to the rights granted to the County to terminate this Agreement because of a Termination Event pursuant to paragraph (a) of Section 8.1.5, and/or to recapture Agreement Funds previously paid to the Company pursuant to Section 8.2, the Company shall have the right to withhold any unpaid Agreement Funds in the following circumstances:

(a) As provided in paragraph (f) of Section 5.1.2, the County may withhold Agreement Funds for any year in which the Company fails to comply with the requirement of paragraphs (b), (c) and (d) and (e) of Section 5.1.2; or

(b) If the Company is in default with respect to any of its obligations under this Agreement, the County shall have the right to withhold the payment of any Agreement Funds the Company would otherwise be entitled to receive until such default has been cured.

8.4. **Reduction of Rebate Percentage** The Company's Contract Jobs exceed 25% of the total Existing Full-time Jobs and New Full-time Jobs during any year of the Payment Term. the Rebate Percentage for the year in which such non-compliance occurred shall be decreased by 5%

8.5. **Notice and Opportunity to Cure.** If either Party is in default with respect to such Party's obligations under this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party pursuant to the notice provisions in Section 10. The defaulting Party shall then have a period of ninety (90) days the receipt of such notice to cure such default. If the defaulting Party fails to cure such default within such 90-day period, the non-defaulting Party shall have the right to exercise the right and remedies provided for in this Agreement; provided, however, the County shall have the right to withhold the payment of Agreement Funds to the Company pursuant to Section 8.3, until the default is cured by the Company.

9.0 **MISCELLANEOUS PROVISIONS**

9.1. **Independent Contractor.** The parties expressly acknowledge and agree that the Company is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of the Company shall be considered an employee of the County or gain any rights against the County pursuant to the County's personnel policies. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party. The relationship of the County and the Company under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party.

9.2. **Agreement Limitation.** This Agreement sets out the agreements and obligations between the County and the Company only, and does not obligate the County in any way nor create any third party beneficiary rights as between the County and any of the Company's subcontractors, nor to any other third party. The County shall not under any circumstances be liable to the Company's creditors or subcontractors for any reimbursements under this Agreement.

9.3. **Representations and Warranties.** The County represents and warrants to the Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the County that it has the requisite authority to enter into this Agreement.

10.0 **NOTICES**

10.1. **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

10.2. **County Address.** The address of the County for all purposes under this Agreement shall be:

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

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

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

10.3. **Company Address.** The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

Apple Inc.
c/o Dana Pesce, Director of Real Estate Development
1 Infinite Loop, MS 47-2RE
Cupertino, CA 95014

With a copy to (registered or certified mail with return receipt is not required)

Apple Inc.
c/o Real Estate Counsel
1 Infinite Loop, MS 4-DLAW
Cupertino, CA 95014

10.4 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 10.0. Any change in the address shall be reported to the County within fifteen (15) days of the change.

10.4. **Change of Name.** If a change of name is required by the Company, in addition to the requirements of Section 5.8.1, the Company shall notify the County in writing immediately pursuant to this Section 10.0.

11.0 **PROHIBITIONS**

11.1. **County Forfeiture of Agreement.** As to payment of Agreement Funds, if the Company has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment C to this Agreement during the 365 day period immediately prior to the date of execution of this Agreement by the Company or does business with any Key Contracting Person at any time after the date of execution of this Agreement by the Company and prior to full performance of this Agreement, the Company shall forfeit all County benefits of this Agreement and the County shall retain all performance by the Company and recover all considerations, or the value of all consideration, granted to the Company pursuant to this Agreement.

11.2. **Conflict of Interest.** The Company shall ensure that the Company will not take any action that would result in any person who is an employee, agent, consultant, officer, or elected or appointed official of the County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3. **Solicitation.** The Company warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Company to secure business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability, or, in its discretion to, as applicable, add to or deduct from the consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11.4. **Gratuities.** The County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were knowingly offered or given by the Company or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from the Company a sum equal in amount to the cost incurred by the Company in providing such gratuities.

11.5. **Limitation.** The Parties understand and agree that the above prohibitions do not apply to any ceremonial gift which might be offered by the Company and accepted by the County or a County representative in an open and public event to commemorate the decision to locate the Project on the Property to commence construction of the Project so long as such offering and acceptance does not violate applicable law.

12.0 **ASSIGNABILITY**

12.1. **Assignment**. This Agreement may not be assigned to a new company without prior written approval of the County; provided, however, the Company may assign to an Affiliate of the Company without approval of the County, so long as Company shall remain responsible and obligated to the County for the performance of its obligations under the Agreement. Written notice of such assignment shall be provided to the County prior to the assignment. No assignment shall be approved if the assignor or assignee are indebted to the County for Ad Valorem Taxes or other obligations.

12.2. **Binding Agreement**. Subject to Section 12.1, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

13.0 **INTERPRETATIONAL GUIDELINES**

13.1. **Computation of Time**. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

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

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

14.0 **OTHER PROVISIONS**

14.1. **Survival of Conditions**. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the parties have expressly agreed that those provisions should survive any such termination.

14.2. **Non-Waiver of Default**. One or more acts of forbearance by any Party to enforce any provision of this Agreement or any reimbursement, payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

14.3. **Reservation of Rights**. If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of either Party under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or prejudice any remedy or right to said Party under it. The exercise of or failure to exercise any right or remedy in this Agreement or in accordance with law upon the other Party's breach of the terms, covenants, and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.4. **Severability**. Subject to Section 8.1.5, if any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or

unenforceability shall not affect any other provision thereof and the remainder of it shall remain valid and binding and as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

14.5. **Dispute Resolution.** When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, as a condition precedent to filing any lawsuit, the Parties agree to mediate said dispute with the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in *Texas Civil Remedies and Practice Code*, Section 154.023. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in *Texas Civil Remedies and Practice Code*, Section 154.073, unless all Parties agree, in writing, to waive said confidentiality.

14.6. **Force Majeure.** Neither Party shall be financially liable to the other Party for delays in performance or failures to perform under this Agreement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within ten (10) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

14.7. **Multiple Originals.** This Agreement may be executed by the parties in multiple counterparts, each one being considered an original for any purpose.

TRAVIS COUNTY

APPLE INC.

By: _____
Samuel T. Biscoe
County Judge
Date: April __, 2012

By: _____
Name: _____
Title: _____
Date: April __, 2012

ATTACHMENT A

DESCRIPTION OF PROPERTY AND PROJECT

LEGAL DESCRIPTION OF PROPERTY

Tract 1: Lots 1, 2, 3 and 4, Block "C", Milwood Section 20, a subdivision in Travis county, Texas, according to the map or plat thereof, recorded in Volume 85, Page 129D of the Plat Records of Travis County, Texas.

Tract 2: Lots 1, 2, 4, 5 and 6, Block "A", Milwood Section 20, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 85, Page 129D of the Plat Records of Travis County, Texas.

Tract 3: Lot 3-A, Block "A", Amended Plat of Lot 3, Block A, Milwood Section 20, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200800185 of the Official Public Records of Travis County, Texas.

DESCRIPTION OF PROJECT

The Project will be the Company's Americas Operations Center, to be constructed in two phases. Phase I will be up to 200,000 square

feet in two buildings to be located on Tract 1, and Phase II will be up to 800,000 square feet in several buildings to be constructed on

Tracts 2 and 3, which are referred to in the foregoing Agreement as the New Improvements. The Project will also include the

necessary New Machinery and Equipment (as defined in the Agreement) for the operation of the Americas Operations Center.

ATTACHMENT B
ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address:

SUBSCRIBED AND SWORN TO before me by _____ on _____, 200__.
Notary Public, State of Texas

Typed or printed name of notary: _____
My commission expires: _____

EXHIBIT A TO ATTACHMENT B
LIST OF KEY CONTRACTING PERSONS

March 27, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Name of Business</u> <u>Individual</u> <u>is</u>
<u>Associated</u>		
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 Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
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
 Purchasing Agent Assistant IV..... Lee Perry
 Purchasing Agent Assistant IV..... Jason Walker
 Purchasing Agent Assistant IV..... Richard Villareal
 Purchasing Agent Assistant IV..... Patrick Strittmatter*
 Purchasing Agent Assistant IV..... Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV..... John E. Pena, CTPM
 Purchasing Agent Assistant IV..... Rosalinda Garcia
 Purchasing Agent Assistant III..... Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III..... David Walch
 Purchasing Agent Assistant III..... Michael Long, CPPB
 Purchasing Agent Assistant III..... Vacant
 Purchasing Agent Assistant III..... Loren Breland, CPPB
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB
 Purchasing Agent Assistant III..... Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III..... C.W. Bruner, CTP
 HUB Coordinator Sylvia Lopez
 HUB Specialist..... Betty Chapa
 HUB Specialist..... Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis

FORMER EMPLOYEES

Name of Individual

<u>Position Held</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV.....	Oralia Jones, CPPB ...	07/31/12
County Executive, Planning & Budget	Rodney Rhoades.....	08/19/12
Purchasing Agent Assistant IV.....	Diana Gonzalez	12/16/12
Director, Health Services Division....	Beth Devery... ..	03/09/13
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M.....	03/14/13

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

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant III.....	Oralia Jones, CPPB	
Purchasing Agent Assistant III.....	Lori Clyde, CPPB	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant III.....	Jorge Talavera*	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Vacant	
Purchasing Agent Assistant II.....	Nancy Barchus*	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist.....	Betty Chapa	
HUB Specialist.....	Jerome Guerrero*	
Business Analyst II.....	Scott Worthington	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III.....	Jimmy Ramirez, CPPB.....	01/21/06
Purchasing Agent Assistant IV	Jerry Raisch, CPPB	03/04/06
Executive Assistant.....	Barbara Cilley	05/02/06
Executive Assistant.....	Cheryl Aker.....	07/27/06
Purchasing Agent Assistant II.....	Manuel Perez.....	07/29/06
Purchasing Agent Assistant IV	Sylvia Gonzalez..	08/12/06

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

ATTACHMENT C- REPORTING FORM – AGREEMENT FUNDS NOTICE
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM

REPORTING YEAR: _____

(YEAR _____ OUT OF 15)

NOTE: COMPLETE REPORTING FORM
WILL BE PROVIDED TO REFLECT
FINAL TERMS

Company shall complete the following pursuant to the applicable terms of the Agreement.

1. CONSTRUCTION COMMENCEMENT AND COMPLETION

A. Date remodeling construction on Project commenced:

B. Date Certificate of Occupancy Issued:

_____ (no later than December 31, 2009)

2. VALUE OF IMPROVEMENTS

A. Total value of improvements (amount subject to Travis County Ad Valorem Taxation):

\$ _____

(This amount must equal at least the amount specified in Section 5.1.1(c) for Company to receive benefits under the Agreement)

3. EMPLOYEES

A. Total Number of FTEs for the reporting year

[Must equal the numbers specified in Section 5.1.1(b)]

B. Average Salary for employees

[Must equal at least the amount specified in Section 5.1.1(b)(iv)]

\$ _____

- All employment figures must be collected and maintained by Company, certified as accurate by the Company as specified in this Agreement and supported by documentation as set forth in Section 5.8.2.

4. AGREEMENT BENEFITS

A. Travis County Ad Valorem Taxes Assessed for this Reporting Year:

\$ _____

B. Effective Year Travis County Ad Valorem Taxes Paid/Assessed:

\$ _____

C. Incremental Tax Value
(Difference between "A" and "B")

\$ _____

D. Agreement Benefits Claimed by Company

\$ _____

(Attach worksheet showing determination
pursuant to Agreement terms)

I, Company's authorized representative, hereby certify that the above information is correct and accurate pursuant to the terms of this agreement:

Printed Name: _____

Title: _____ Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By/Phone Number: Belinda Powell, Strategic Planning Manager, Planning & Budget Office (512) 854-9506

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive of Justice and Public Safety (512) 854-4759

A handwritten signature in black ink, appearing to be "R. Jefferies", written over the name of the elected official.

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON A REPORT BY ERNST & YOUNG REGARDING A NEW CIVIL AND FAMILY COURT HOUSE, INCLUDING BUT NOT LIMITED TO:

- A. ACCEPTANCE OF THE REPORT OF FEASIBILITY ANALYSIS OF DELIVERY OPTION AND VALUE-FOR-MONEY ANALYSIS;
- B. APPOINTMENT OF A COURTHOUSE RECOMMENDATION COMMITTEE;
- C. APPOINTMENT OF AN INTERNAL PROJECT MANAGER AND EXTERNAL SUPPORT;
- D. METHOD OF PROJECT DELIVERY; AND
- E. OTHER RELATED ISSUES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On January 3, 2012 the Commissioners Court contracted with Ernst & Young (E&Y) to develop an analysis of options to deliver a new Civil and Family Court House at the site located at 308 Guadalupe.

On April 17, 2012 Ernst & Young presented the results of their report on the feasibility of options to procure a Civil and Family Court House and a value for money analysis. The attached memo provides a framework for a discussion of possible next steps.

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.

STAFF RECOMMENDATIONS:

Please see attached memo.

ISSUES AND OPPORTUNITIES:

Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached memo.

REQUIRED AUTHORIZATIONS:

N/A

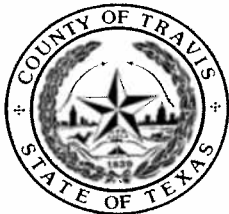
ATTACHEMENTS:

Memo to the Commissioners Court from Roger Jefferies.

Copies to:

The Honorable John Dietz, 250th District Court
The Honorable Lora Livingston, 261st District Court
The Honorable Rosemary Lehmberg, District Attorney
The Honorable Eric Shepperd, County Court at Law #2
The Honorable David Escamilla, County Attorney
The Honorable Amalia Rodriguez-Mendoza, District Clerk
The Honorable Dana DeBeauvoir, County Clerk
David Escamilla, County Attorney
Peg Liedtke, Civil Court Administrator
Cyd Grimes, Purchasing Agent
Susan Spataro, County Auditor
James Collins, First Assistant County Attorney
Roger Jefferies, County Executive Justice and Public Safety
Steven Manilla, County Executive of TNR and FMD
Roger El Khoury, Director Facilities Management
John Hille, Assistant County Attorney
Tom Nuckols, Assistant County Attorney
Leslie Stricklan, Senior Project Manager, FMD

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.



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

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

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

Date: April 24, 2012

To: Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, JPS 

SUBJECT: FOLLOW UP TO REPORT BY ERNST & YOUNG REGARDING A NEW CIVIL AND FAMILY COURT HOUSE

As a follow up to the presentation made by Ernst & Young on April 17th regarding the feasibility of options to procure a new civil and family court house for Travis County, the following item has been placed on the Commissioners Court agenda for April 24th:

CONSIDER AND TAKE APPROPRIATE ACTION ON A REPORT BY ERNST & YOUNG REGARDING A NEW CIVIL AND FAMILY COURT HOUSE, INCLUDING BUT NOT LIMITED TO:

A. ACCEPTANCE OF THE REPORT OF FEASIBILITY ANALYSIS OF DELIVERY OPTIONS AND VALUE-FOR-MONEY ANALYSIS;

The Court House Internal Team is respectfully requesting approval and acceptance by the Commissioners Court of the report prepared by Ernst & Young which included a feasibility analysis of delivery options for a Civil and Family Court House and a Value-for Money analysis.

B. APPOINTMENT OF A COURTHOUSE RECOMMENDATION COMMITTEE;

Ernst & Young recommended two possible immediate next steps for consideration by the Commissioners Court –

1. Go forward with the information provided by Ernst & Young, debate amongst yourselves the merits of each option, and at an appropriate time take a vote on which option(s) you choose to consider. One possibility might be to have discussion of options in a Work Session prior to any contemplation of a vote.
2. Form a Court House Recommendation Committee of outside experts (e.g. real estate, finance, and legal experts). Using the information in the Ernst & Young report, as well as the expertise of the committee members, charge the Court House Recommendation Committee with making a recommendation to the Commissioners Court on an appropriate option. One possibility to form the committee might be to have each Commissioner appoint an expert.

C. SELECTION OF AN INTERNAL PROJECT MANAGER AND EXTERNAL SUPPORT

1. The Ernst & Young report recommended that the County should select an internal project manager. This role is defined as a single point of contact for the Commissioners Court for the overall delivery of the project.
2. The report also recommended hiring external support regardless of which option was selected by the Commissioners Court because of the magnitude of the project. The Civil and Family Court House will be largest single construction project ever taken on by the County.
3. External support could take the form of a client's representative. The role of a client's representative is to bring outside project management and construction execution expertise. A client's representative would be necessary for the Design Build option.
4. External support could also take the form of a financial/risk manager. The role of a financial/risk manager is to advise the Commissioners Court and the project manager on project issues and recommend corrective action. A financial risk manager would be necessary if the P3 option is selected.
5. As discussed by Eric Petersen of HDW, special legal counsel is recommended for a P3 option. This can include bond counsel as well as P3 counsel.

D. METHOD OF PROJECT DELIVERY; AND

1. The Ernst & Young report highlighted three possible procurement options – Design Bid Build, Design Build, and Design Build/Finance/Maintain/Operate or P3.
2. Design Bid Build has been Travis County's traditional method to construct buildings. The estimated cost of construction only under this approach is \$293 million. The Value-for-Money analysis showed that over the life of the project the net present cost of this option, including construction and operating costs, is \$324 million.
3. Design Build is also a more traditional construction model and is different from Design Bid Build in that it offers greater risk transfer and cost control by contracting for the design and construction under one agreement rather than two. Construction costs under this scenario are \$284 million. The Value-for-Money analysis demonstrated a net present cost of \$313 million for this option, which would be 3.6% savings over the net present cost of the Design Bid Build option over the life of the project.
4. Design/Build/Finance/Maintain/Operate is the P3 option. Construction only costs for this option is \$269 million. The construction cost would rise to \$404 million if the proposed office tower is included and the cost of the office tower is privately financed. The net present cost for this option for the court house only is \$312 million, a 3.7% savings over the Design Bid Build model. The difference in this contracting scheme from the Design Bid Build option is that all design, construction, financing, maintenance and operations costs are negotiated under a single service

agreement rather than multiple contracts. Again, the advantage is a greater transfer to the private sector of risks associated with the project.

E. OTHER RELATED ISSUES.

The Court House Internal Team is also respectfully requesting any direction you would like to give us to assist you with your decision making process.

Please contact me at x44759 or Belinda Powell at x49506 if you have any questions.



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 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 April 10, 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, April 10, 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 April 10, 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

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County Resident
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident

Special Item

1. 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.

Resolutions and Proclamations

2. Consider and take appropriate action on a Resolution in support of timely approval by the Texas Commission on Environmental Quality on the Lower Colorado River Authority's 2012 Water Management Plan. (Commissioner Huber)

MOTION: Approve the Resolution in Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Planning and Budget Dept. Items

3. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

4. Consider and take appropriate action on request to accept a donation of \$1,000 from the Travis County Archaeological Society for the Travis County Historical Commission.

RESULT: ADDED TO CONSENT

5. Consider and take appropriate action on request from the Travis County Sheriff's Office and the Texas Police Athletic Federation for waiver of fees for use of Travis County Exposition Center banquet hall and grounds on June 21 and 22, 2012. (Commissioner Davis)

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management

MOTION: Approve Item 5.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Administrative Operations Items

6. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,049,553.56 for the period of March 23 to March 29, 2012.

RESULT: ADDED TO CONSENT

7. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

Transportation, Natural Resources and Facilities Dept. Items

8. Consider and take appropriate action on the following items for River Dance Subdivision Phase 6B, in Precinct Two:

- a. Acceptance of dedication of street and drainage facilities for the subdivision; and

- b. A third amendment to a License Agreement for River Dance Phase 3. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on the following:

- a. Discuss the Land Conservation Program guidelines and Conservation Easement Program application;

- b. Discuss the Resolution to conserve natural and cultural resources in Travis County; and
- c. Approve setting a public hearing on Tuesday, April 24, 2012 to receive comments regarding the proposed Land Conservation Program guidelines, Conservation Easement Program application, and Resolution to conserve natural and cultural resources in Travis County. (Commissioner Davis)

Clerk's Note: The Court discussed revisions to the Land Conservation Program Guidelines and Conservation Easement Program Application regarding public access.

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Wendy Scaporetta, Senior Planner, TNR
Tom Nuckols, Assistant County Attorney
Ronnie Gjemre, Travis County Resident

MOTION: Approve Items 9.a–c with the discussed revisions.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

- 10. Consider and take appropriate action regarding a request from the Austin Ridge Riders Mountain Bike Club for a license agreement to host a mountain bike race at Pace Bend Park.

RESULT: ADDED TO CONSENT

Other Items

- 11. Consider and take appropriate action regarding an order designating the main early voting location, all temporary early voting locations and mobile early voting polling places for the May 29, 2012 joint primary election and approval of additional costs associated with early voting for this election.

Members of the Court heard from:

Dana DeBeauvoir, Travis County Clerk
Gavino Fernandez, Deputy Director, District 12, League of United Latin American Citizens (LULAC)

MOTION: Approve Item 11.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

- 12. Consider and take appropriate action regarding an order to designate Election Day polling places for the May 29, 2012 joint primary election.

RESULT: ADDED TO CONSENT

- 13. Consider and take appropriate action regarding the Memoranda of Understanding, the primary elections services Contracts and the Joint Resolution with the Democratic and Republican parties for the May 29, 2012, joint primary election and the July 31, 2012, joint primary runoff election.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

- 14. Receive briefing and take appropriate action on economic development agreement with Apple, Inc.^{1 and 5}

RESULT: POSTPONED

Reset for: 4/17/2012

- 15. Consider and take appropriate action regarding Circuit of the Americas and Formula One, including but not limited to the following:

- a. The Mass Gatherings Act;
- b. Improvements to Elroy, McAngus and Kellam roads;
- c. Proposed public safety plan;
- d. Proposed traffic management plan; and
- e. Other related issues.¹

Judge Biscoe announced that Item 15 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann 551.087, Economic Development Negotiations.

RESULT: DISCUSSED

- 16. Consider and take appropriate action on request from Circuit of the Americas for financial incentives or an economic development agreement.^{1 and 5}

Judge Biscoe announced that Item 16 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann 551.087, Economic Development Negotiations.

MOTION: Direct Staff to meet with representatives of Circuit of the Americas (COTA) to gather further information for the Court regarding cost of the roads, jobs, and capital investments by COTA, plus that we ask Legal to research several issues that may be impacted and prepare a briefing for the Court for Tuesday, April 17, 2012.

RESULT: APPROVED [3 TO 1]

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Samuel T. Biscoe, Judge

AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez

NAYS: Sarah Eckhardt
ABSENT: Karen L. Huber

17. Receive briefing from County Attorney and take appropriate action concerning the extension of administrative leave with pay for Criminal Justice Planning employee, Slot 38.^{1 and 3}

Judge Biscoe announced that Item 17 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Authorize an additional two days.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 1, 3, 4, 6, 7, 8.a–b, 10, 12, and 13.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.
C2. Approve payment of claims and authorize County Treasurer to invest County funds.
C3. Approve Commissioners Court Minutes for the Voting Session of March 27, 2012.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By: Darla Vasterling **Phone #:** 854-7564

Division Director/Manager: Anna Bowlin, Division Director of Development Services

A handwritten signature in black ink, appearing to read "S. Manilla".

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, May 15, 2012 to receive comments regarding a request to authorize the filing of an Order of Rejection of Dedication of public streets - Lenape Trail, Lenape Cove, Superview Drive, and Indian Scout Trail, all originally dedicated by the plat of The Overlook Estates Phase 1, a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

On May 20, 1986, the Travis County Commissioners Court passed an Order authorizing the filing for record of the plat of The Overlook Estates 1. In that document the developer Spindletop Savings Association President David L. Parsley signed a statement which dedicated the streets, shown on the plat, to the public.

In a letter from the Law Office of Terrence L. Irion, dated March 27, 2012, Mr. Irion presents the Declaration of Covenants, Conditions, and Restrictions, for the subdivision, which shows that the Association shall maintain, repair and replace as necessary all private improvements in the public right-of-way and/or the roads themselves, should they become private.

The Attorney for the developers, Mr. Irion requests that the streets of this subdivision be declared private by action of the Travis County Commissioners Court. Travis County TNR staff recommends setting a date of May 15, 2012, to have a public hearing in regards to Rejecting the Dedication of these streets.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the request meets Section 82.206(c) of the Travis County Standards for Construction of Streets and Drainage in Subdivisions. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

On March 3, 2012, developers and engineers met with the neighborhood, in order to inform them of the proposed change in status of the roads in this subdivision. Mr. Irion has reported, in his letter dated March 27, 2012, that most of the residents who attended the meeting were not opposed to the change. So, it is possible that one or two may speak against this action. No one has contacted staff in this regard.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Letter from T.L. Irion
- Posted signs and sign in sheet
for March 3 meeting
- Letter from Thompson Land Engineering
- Map of Plat
- Statements of Utility Companies,
City of Austin, Emergency Services, Austin ISD
- Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561
Christopher Gilmore	Assistant Co. Atty.	County Attorney	854-9415

CC:

SM:AB:dv

1101 - Development Services - Overlook Estates Phase 1

1105 - Subdivision - Overlook Estates Phase 1

LAW OFFICE OF TERENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion

Attorney at Law

(512) 347-9977

(512) 306-8903-FAX

tirion@tirionlaw.com

March 27, 2012

VIA EMAIL: darla.vasterling@co.travis.tx.us

Ms. Darla Vasterling
Engineering Specialist
Travis County TNR
411 W. 13th Street
Austin, Texas 78701

RE: The Overlook Estates Phase I – Request to convert publicly
dedicated right-of-way to private streets

Dear Ms. Vasterling:

Attached please find an electronic copy of the completed application package to convert the above referenced public street to a private street. This application package has been approved by the City of Austin and all public utility service providers including AT&T, PEC, Time Warner Cable and Austin Water Utility. It has also been approved by Fire Department which services this area, ESD No. 3.

Request is made that the item be scheduled on the agenda of the Commissioner's Court for the next available meeting.

I am also attaching with this letter The Overlook Estates Phase I Homeowners Association, Inc. Certificate of Filing; a copy of The Overlook Estates Phase I Declaration of Covenants, Conditions and Restrictions, which includes a private street maintenance covenant.

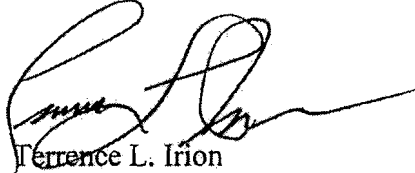
When Phase Two of the Street is extended to The Ridge at Thomas Springs, a fire access gate will be installed to specifications approved by ESD No. 3.

On March 3, 2012, a neighborhood meeting was held onsite in The Overlook and all lot owners in The Ridge at Thomas Springs were invited to attend to learn more about the plans for The Overlook Development and the private street conversion. I am attaching photos of the tent meeting and also of the notices that were placed at the entrance to The Ridge at Thomas Springs notifying the neighbors of the meeting. Letters were also sent to the property owners immediately adjacent to The Overlook Subdivision. Nineteen residents attended the meeting. All seemed to generally support or at least not oppose the emergency access only connection to the extension of Linape Trail into The Ridge at Thomas Ridge Springs Subdivision with the exception of one lady who owns a 5 acre out parcel (not part of either subdivision) and one woman on Rawhide Trail. A copy of the sign-in sheet for the meeting is also attached for your reference.

Mr. Vasterling
March 27, 2012
Page 2

Having satisfied all the requirements of the County Ordinance for conversion of public dedicated street to private streets, the Applicant respectfully requests that this item be put on the Commissioner's Court agenda for consideration.

Respectfully submitted,



Terrence L. Irion

TLI:lm

Enclosure(s)

Cc: Ric Thompson
Keith Schoenfelt
Michele Turnquist

Overlook Meeting

<u>Name</u>	<u>Phone</u>	<u>Email</u>	<u>Address</u>
Cliff A. Powers		justin@cliff2500.com	10212 Thomaswood
Glenn Rinkenberger		kyakpirate@yahoo.com	7306 Lenape
Leonard Rice			15102 ^{Rising} Smoke
Ana Myers		practicing@ustin.com	10203 Thomaswood
Lois Rice		lricerice@earthlink.net	10210 Thomaswood
Grace Gottschalk			
Earl W. Gottschalk		ewg@railroad@yahoo.com	10304 Thomaswood 10201
JOE CALOVIC	288-0287	J.CALOVIC@SIXGLOBAL.NET	THOMASWOOD W
DANNIE ELIZABETH VARGAS	(512) 288-5371		10407 Thomaswood
Ronald Whitehead	288-7280	ELIZVARGAS@SBCGLOBAL.NET	
Ronald Whitehead	288-7280		7309 Lenape Tr
Leharon Clark			Thomaswood
Manan Key's			"
Leonard & Melissa Voellinger		voellinger@aol.com	15102 ^{Rising} Smoke
Gaynelle Hirsch	415-5719	g_hirsch@aol.com	7310 Lenape Tr
Rip Hirsch	633-6814	riphirsch@hotmail.com	"
Daniel Balboa	899-2757		10203 Rising Smoke Lp
* Kristen Anderson	764-6785	kristenanderson@swebill.net	
* Max Brown	761-5725	kristenanderson@aol.com	10205 RAISING SMOKE
Tonya Bills	775-5472	TBills617@yahoo.com	

10412 Rawhide TRAIL

OK WITH PRIVATE - NOT THRU

MT A THIRD STREET - THOMASWOOD

DON'T WANT STREET LEGAL

895-8427
Glenn Rinkenberger

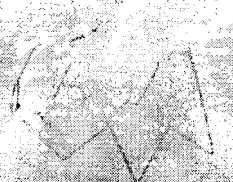
I DO SUPPORT MOVING LENAPE A PRIVATE STREET
 FOR OVERLOOK AS LONG AS YOU MAKE A PUBLIC ACCESSABLE
 WALK THROUGH PATH WHEN YOU PUT UP A GATE FOR PHASE 2



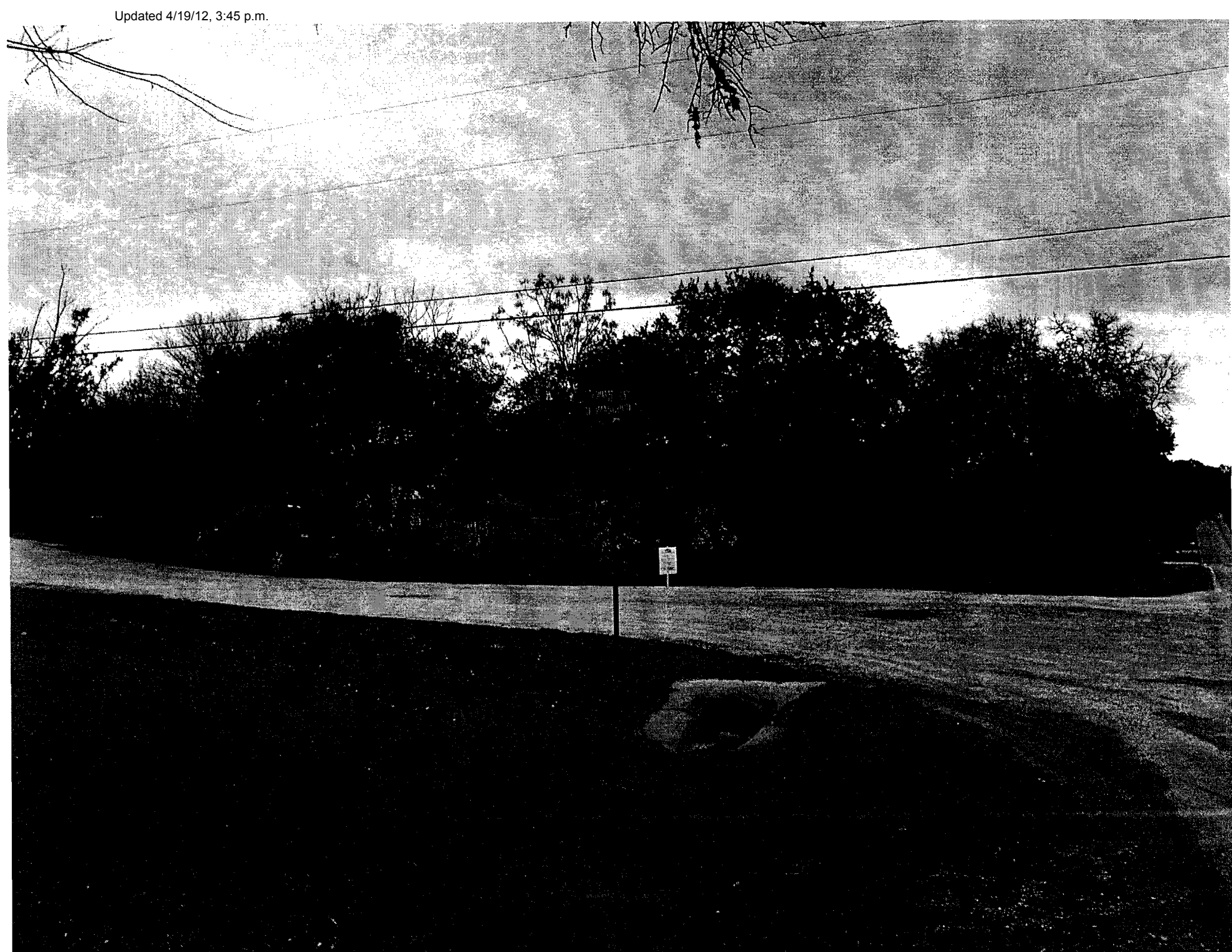
RAWHIDE ST

NOTICE

NEIGHBORHOOD MEETING FOR OVERLOOK ESTATE



MEETING: MONDAY 7:00 PM - 8:00 PM
ADDRESS: 12345 OVERLOOK ESTATE
FOR MORE INFORMATION, CALL: 555-555-1234



LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion

Attorney at Law

(512) 347-9977

(512) 306-8903-FAX

tirion@tirionlaw.com

December 21, 2011

VIA EMAIL: darla.vasterling@co.travis.tx.us

Ms. Darla Vasterling

Travis County TNR

411 W. 13th Street

Austin, Texas 78701

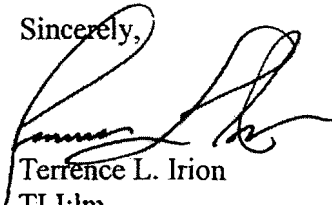
Re: The Overlook Estates Phase I

Dear Ms. Vasterling:

Please find a copy of the typical letter being sent to lot owners in the Ridge at Thomas Springs. As best we can tell, there is no homeowners association so there is no association contact to whom such a letter can be directed.

Thank you for your attention to this matter.

Sincerely,



Terrence L. Irion

TLI:lm

Cc: Keith Schoenfelt
Ric Thompson

LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion
Attorney at Law
(512) 347-9977
(512) 306-8903-FAX
tirion@tirionlaw.com

December 21, 2011

Hirsch Gaynelle Baker
7310 Linape Trail
Austin, Texas 78736-2803

Dear Ms. Baker:

I represent the owners of the Overlook Estates Phase 1 Subdivision, which was platted and recorded in 1986, but which is just now being developed in phases. The first phase of construction which is being completed at this time will build out the streets and utility infrastructure to serve approximately 35 lots along Linape Trail from Circle Drive. The road construction of this phase will stop short of extending Linape Trail to The Ridge at Thomas Springs.

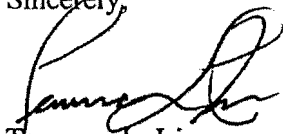
A subsequent phase will eventually build Linape Trail to the street stub-out at The Ridge at Thomas Springs, but no time table has yet been set for this subsequent construction.

The purpose of this letter is to inform you that the owners have requested conversion of the plat dedicated public streets in The Overlook Estates to private streets with the right to install a privacy gate at the entrance on Circle Drive. The conversion to private street request to Travis County will be subject to extension of Linape Trail to the common boundary line with The Ridge at Thomas Springs with the construction of an emergency access gate to allow public emergency service provider access through the street connection. The gate will be installed with a knox box accessible by all public emergency service providers.

If you have any questions regarding this future emergency access or the privatization of Linape Trail through The Overlook Estates, please contact either Keith Schoenfelt at The Overlook Joint Venture (512) 626-3504 or the undersigned.

Also, we have not been able to identify any neighborhood association officers for The Ridge at Thomas Springs. If you know of an association contact within your neighborhood, please advise and I will be happy to provide a copy of this letter your association.

Sincerely,



Terrence L. Irion

TLI:lm

Cc: Keith Schoenfelt



THOMPSON LAND ENGINEERING, LLC
Land Planning, Site Design, Subdivision Engineering

December 15, 2011

Mr. Steven Manilla, P.E., County Executive
Transportation and Natural Resources
Travis County
P.O. Box 1748
Austin, Texas 78767

RE: Letter of request to convert Publicly Dedicated Right-of-Way to Private Streets
Legal name of subdivision: The Overlook Estates Phase 1
TLE No.: 1103

Dear Mr. Manilla,

This letter is to request that the publicly dedicated right-of-way shown on the plat for The Overlook Estates Phase 1 (Lenape Trail, Superview Drive, and Indian Scout Trail) be converted to private streets. We are seeking the conversion for the following reasons.

- The limiting of traffic will provide a safer environment for the children since children can often wander into the street.
- Converting the streets to private will provide the subdivision with a better feeling of security.
- Converting the streets to private will allow to the installation of community landscaping, irrigation, and monumentation without a licensing agreement.
- All of the drainage from the subdivision goes to Barton Creek. All of the drainage from Circle Drive does not necessarily go into Barton Creek. Therefore, by limiting traffic in the subdivision (limiting the "cut through" traffic) it should help limit the pollutant load to the creek.
- The City of Austin would not accept the park lot as a public park. Therefore, converting the streets to private should help reduce any confusion about the park lot being a City or County maintained park.

Included in this application are the unsigned documents for the easements and the Homeowners Association's Declaration of Covenants, Conditions and Restrictions (Items 3, 4 & 5) for legal review. We are awaiting the Homeowners Association Certificate of Incorporation (Item 2). We have the signed letters from all the utility companies (Item 6) and the Emergency Services District (Item 7) stating that they have no objection to the streets converting to private. We are awaiting the same letter from AISD Transportation Director (Item 7) and expect to have it shortly. We are also awaiting the letter from the City of Austin concurring with the request but we understand that we have their approval verbally (Item 8). There is no access needed for adjacent property from the private street (Item 9).

Should you need additional information for the administrative aspects of processing this request, please contact myself or Gwen Gates at 328-0002. Should you need additional owner information or should you

Mr. Joseph P. Gieselman, Executive Manager
Transportation and Natural Resources
December 15, 2011
Page 2

wish to talk to the owner, please contact Keith Schoenfelt, President Corum Development, Inc. at 512-626-3504.

Sincerely,
THOMPSON LAND ENGINEERING, LLC

A handwritten signature in black ink that reads "Robert C. Thompson". The signature is written in a cursive, flowing style.

Robert C. (Ric) Thompson, P.E.
M.S., C.F.M., C.P.E.S.C.

REPROVED BOUNDARIES
Lanape Trail 1063.48 LF
Lanape Cove 153.00 LF
Sappawhew Drive 1482.49 LF
Lanape Scout Trail 651.21 LF

EXHIBIT NAMES

City of Austin Reference P.B. 1118 P. 54
Description: Circle Drive, North Side, 30' East of Nacochita Trail and to West of Laneo (P1212); Sky Ball of Five Hydrant Elevation 1103.07
City of Austin Reference P.B. 1124 P. 55
Description: Circle Drive, North Side, 31' West of Nacochita Trail and to West of Laneo (P1212); 2-400 Wells in 30' Oak Elevation 1121.84

LIST UNDERSIGNED OF TRUST, OFFICERS AND BOARD MEMBERS
DAVID L. PARZLEY, President
3115 SPANISH BLVD.
HOUSTON, TEXAS 77056

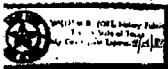
THE STATE OF TEXAS
THE COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS, That, Spindletop Savings Association, a Texas chartered Savings & Loan Association, organized not existing under the laws of the State of Texas, having its main office in Houston, Texas, acting by and through the undersigned officers, being of legal and sound mind, on these 28th day of March, 1986, of the County of Travis County, Texas, executed by William H. Parzley, President, of the Spindletop Savings Association, do hereby convey and agree with the subdivision a total of 89.67 acres to whom herein and referred to being an 89.67 acre out of the Cooper Station Survey No. 411, Abstract No. 212; 87.218 acres out of the J. L. Morgan Survey No. 44, Abstract No. 1120; 9.13 acres out of the J. L. Morgan Survey No. 44, Abstract No. 212; and subdivisions to be known as THE OVERLOOK ESTATES, Phase I and do hereby convey and agree with the subdivision to the public use of the street and easement shown herein.

WITNESSE WE MADE this the 28th day of March, 1986, A.D.

ATTEST:
James M. Minter, Notary Public
Notary Public, Travis County, Texas
William H. Parzley, President
Spindletop Savings Association

This instrument was acknowledged before me on March 28, 1986 by David L. Parzley, President of SPINDELTOP SAVINGS ASSOCIATION, a Texas Savings & Loan Association, on behalf of said association.



William H. Parzley
President

In approving this plat by the Commissioners Court of Travis County, Texas, it is understood that the building of all streets, roads and other public thoroughfares delineated and shown on this plat, and all bridges or culverts in connection therewith, shall be the responsibility of the owner and/or the 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, and the Commissioners Court of Travis County, Texas assumes no obligation to build the streets, roads or other public thoroughfares shown on this plat or of maintaining any bridge or culvert in connection therewith. No it is understood by the Commissioners Court of Travis County, Texas that the acceptance for maintaining by Travis County, Texas, of the roads or streets or local street subdivisions does not obligate the County to install street marking signs, or this is considered to be part of the Developer's construction; but that marking signs for traffic control, such as for speed limits and stop and yield signs, shall remain the responsibility of the County.

COMMISSIONERS COURT CERTIFICATE
STATE OF TEXAS
COUNTY OF TRAVIS

I, Boris Shapovalov, County Clerk of Travis County, Texas, do hereby certify that on the 28th day of March, A.D. 1986, the Commissioners Court of Travis County, Texas, passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of the said court in Book 277, Page 277.

WITNESSE WE MADE AND SEAL OF THE COURT of said County this 28th day of March, A.D. 1986.

Boris Shapovalov, Clerk, County Court, Travis County, Texas
W. WALL



OWNER/DEVELOPER: WILLOW WEST DEVELOPMENT CO.,
KIRBY T. GEE, PRESIDENT
THE PINGUIC BUILDING, SUITE 630
7718 HIGHWAY 830 WEST, AUSTIN, TEXAS 78734

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: That, Willow West Development, Inc., a corporation organized and existing under the laws of the State of Texas, having its main office in Austin, Texas, acting by and through the undersigned officers, being of legal and sound mind, on these 9th day of January, 1986, of the County of Travis County, Texas, executed by Kirby T. Gee, President, of Willow West Development, Inc., do hereby convey and agree with the subdivision a total of 89.67 acres out of the Cooper Station Survey No. 411, Abstract No. 212; 87.218 acres out of the J. L. Morgan Survey No. 44, Abstract No. 1120; 9.13 acres out of the J. L. Morgan Survey No. 44, Abstract No. 212; and subdivisions to be known as THE OVERLOOK ESTATES, Phase I and do hereby dedicate to the public use of the streets and easement shown herein.

WITNESSE WE MADE this the 9th day of January, 1986, A.D.

WILLOW WEST DEVELOPMENT, INC.

Kirby T. Gee, President
Kirby T. Gee, President
7718 Highway 830 West, Austin, Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS
KIRBY T. GEE, the undersigned authority, a notary public in and for Travis County, Texas, on this 9th day personally appeared Kirby T. Gee, President of Willow West Development, Inc., known to me to be the person whose name is subscribed in the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and considerations herein expressed and in the capacity therein stated.

WITNESSE WE MADE AND SEAL OF OFFICE, this the 9th day of JAN., 1986, A.D.



Robert M. Barcomb
Notary Public in and for Travis County, Texas

BEFORE CONSTRUCTION, SECTY DETACHED SINGLE FAMILY OR DUPLEX, ON ANY LOT IN THIS SUBDIVISION, A NEIGHBORHOOD FENCE MUST BE OBTAINED FROM THE CITY OF AUSTIN.

MINUTE CHECK ORDINANCE

NO MORE THAN SIX OF THE LAND AREA ENCLOSED WITH THE PLAT LOCATED IN THE UNLAWFUL MANNER QUALIFY LOWE SHALL BE EXEMPTED FROM EXISTING REGULATION. NO DEVELOPER, EXCEPT THAT WHICH IS AUTHORIZED WITHIN THE CRITICAL WATER QUALITY ZONE, SHALL OCCUR IN THOSE AREAS HAVING FLOWS IN EXCESS OF 350.

AN ALTERNATIVE MANNER DISPOSAL SYSTEM IS REQUIRED FOR DEVELOPMENT FOR ANY LOT SMALLER THAN ONE ACRE WHICH IS NOT SERVED BY A CENTRALIZED WASTEWATER COLLECTION AND TREATMENT SYSTEM.

THE NON-DISTURBANCE EASEMENT OFFERS LAND TO BE REMAIND GRANTOR TO ITS NATURAL STATE, SUCH BEING ESSENTIALLY THE SAME CONDITIONS OF THE LAND WHICH EXISTED PRIOR TO ITS DEVELOPMENT, INCLUDING BUT NOT LIMITED TO THE SAME TYPE, QUALITY, QUANTITY AND DISTRIBUTION OF SOILS, GRASSES, COVER, VEGETATION AND TOPOGRAPHICAL RELIEF. DRAINAGE SYSTEMS MAY BE CONSIDERED IN THIS AREA, AS WELL AS FENCING, UTILITY AND EXISTING LINES; ACCESS FOR MAINTENANCE OF SAME IS ALSO PROVIDED. FENCING ON LOTS 17-29 IN BLOCK 2 AND LOTS 21-32 IN BLOCK 1 MAY NOT EXCEED FURTHER THAN 30' INTO THE DESIGNATED NON-DISTURBANCE AREA. THE FENCING OF THIS AREA IS TO PRESERVE THE WATERSHED AND TO RECLAIM THE WATERSHED. SEE SECTION 13-3-30, AUSTIN CITY CODE, 1981, AS AMENDED 11-1-104(D), AND COMPRISES THE 40% BUFFER EDGE.

THIS MAP REPRESENTS CROSS SECS AND ANCHOR POINTS AND THIS PLAT SHOULD BE OBTAINED IN THE EASEMENTS BOOK.

Thomas P. McDill, Jr.
Thomas P. McDill, Jr., P.E.
1526 BEE CAY ROAD
SUITE G
AUSTIN, TEXAS 78714



I, William J. Cook, Jr., am authorized under the laws of the State of Texas to prepare the preparation of surveying and hereby certify that this plat complies with Chapter 13-3 of the Austin City Code. It is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the ground.

CASH & BODEN, INC.
William J. Cook, Jr., President
3533 W. Lanay, Suite L-115
Austin, Texas 78751



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED BY THE AUSTIN-TRAVIS COUNTY HEALTH DEPARTMENT.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED PUBLIC WATER SUPPLY WITH ADEQUATE QUANTITY FOR FAMILY USE AND OPERATION OF AN APPROVED ON-SITE WASTEWATER SYSTEM. THESE RESTRICTIONS ARE ENFORCEABLE BY THE AUSTIN-TRAVIS COUNTY HEALTH DEPARTMENT AND/OR COURTS OR DEVELOPERS.

THIS SUBDIVISION HAS BEEN ACCEPTED FOR DEVELOPMENT BY ON-SITE WASTEWATER SYSTEM BY THE AUSTIN-TRAVIS COUNTY HEALTH DEPARTMENT.

Richard P. Ellison
Richard P. Ellison, Agent
DATE: 1/11/86

PLATMANE EASEMENTS:

PROPERTY OWNERS SHALL MAINTAIN DRAINAGE EASEMENTS LOCATED ON THEIR LOTS. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF AUSTIN-TRAVIS COUNTY AUTHORITIES FOR INSPECTION OF SAID EASEMENT. NO BUILDING, FENCE, LANDSCAPING OR OTHER OBSTRUCTION SHALL BE PLACED WITHIN ANY DRAINAGE EASEMENT EXCEPT AS SPECIFICALLY APPROVED BY THE CITY OF AUSTIN-TRAVIS COUNTY ENGINEER.

RIGHT TO CROSS DRAINAGE EASEMENT WITH PRIVATE DRIVE IS GRANTED FOR LOTS 10, 24, 27, 28, 32, 34, 36, 40 - SEE S. 2.

STIPULATED AND AGREED ALONG THE SUBDIVISION BOUNDARY OF CIRCLE DRIVE AND ALONG ONE SIDE OF ALL SUBDIVISION STREETS LOCATED TO BE PLACED ON WEST SIDE OF LANAPE TRAIL, ON WEST AND SOUTH SIDE OF SAPPAWHEW DRIVE, THE NORTH SIDE OF LANAPE SCOUT TRAIL, AND THE SOUTH SIDE OF LANAPE COVE.

ALL STREETS WILL BE CONSTRUCTED TO CITY OF AUSTIN ALTERNATE-LEASER STANDARDS.

MAINT: MAINTAIN DRAINAGE EASEMENT PUBLIC DISTRIBUTION SEWER: ON-SITE INDIVIDUAL
JOINT USE ACCESS EASEMENT TO LANAPE TRAIL IS PROVIDED ADDRESS LOTS 24, 28 & 40 (BLOCK 2) FOR LOTS 24, 28 & 40 (BLOCK 2) AND ADDRESS LOTS 24, 28 & 40 (BLOCK 2) FOR LOTS 24, 28 & 40 (BLOCK 2) AS PER AGREEMENT ACCORDING TO PLAN 9708 655 TRAVIS COUNTY, TEXAS. ACCESS FOR LOT 10 (BLOCK 1 AND LOT 44 (BLOCK 2)) WILL BE FROM LANAPE TRAIL. WATER SYSTEM SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS WILL BE SUBMITTED TO THE CITY OF AUSTIN WATER AND WASTEWATER DEPARTMENT AND FIRE DEPARTMENT FOR REVIEW.

APPROVED BY THE AGENT:
Mary D. Davis for APRIL 1st 1986

James B. Simpson, Director, Office of Land Development Services Date
MARI S. A. CARTER
ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission of the City of Austin on the 1st day of APRIL, 1986 A.D.

FRANCES SCHENKMAN, Chairman MARY ARNOLD, Secretary

FILED FOR RECORD, this the 23rd day of MAY, A.D. 1986 at 11:00 a.m. in the Public Records of said County, in Book No. 277, Page 277.

By Ann Carter, Deputy

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, Boris Shapovalov, Clerk of the County Court, within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing, with its Certificate of Authentication was filed for record in my office on the 23rd day of May, A.D. 1986 at 11:00 a.m. and duly recorded on the 23rd day of May, A.D. 1986 at 11:00 a.m. in the Public Records of said County, in Book No. 277, Page 277.

WITNESSE WE MADE and seal of the County Court of said County; the date last written.

Boris Shapovalov, Clerk, County Court, Travis County, Texas

By Ann Carter, Deputy

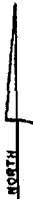
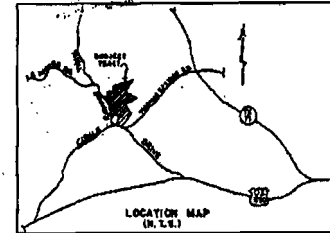
THE OVERLOOK
ESTATES
PHASE 1

C8-85-110.1(86) PAGE 1 OF 4

Cash & Boden, Inc.



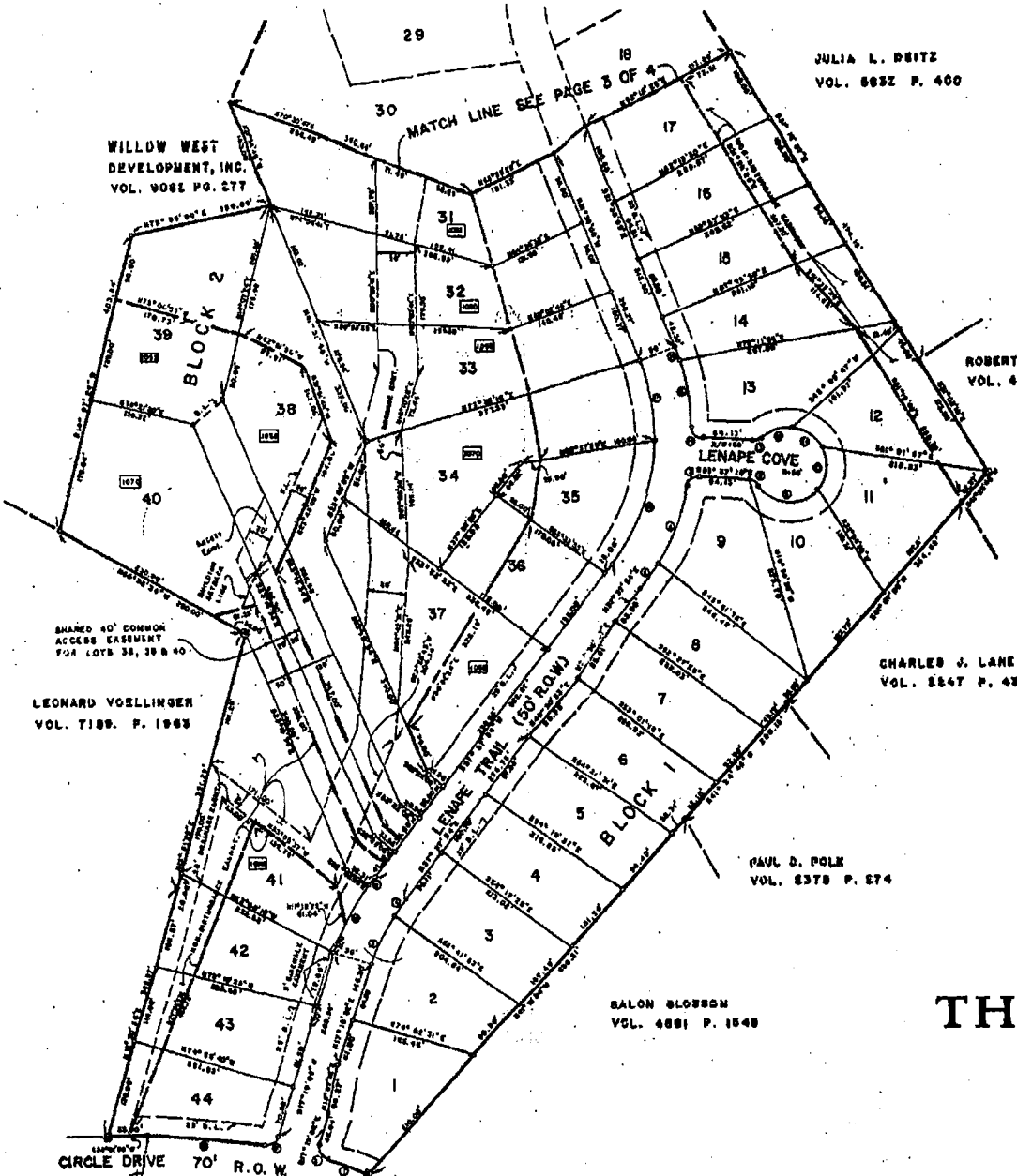
974 West Austin
P. O. Box 922, C146494, TX 78741
3533 W. Lanay Blvd. Suite L-115
Austin, TX 78751



SCALE: 1" = 100'

- LEGEND**
- IRON PIN SET
 - IRON PIN FOUND
 - CONCRETE MONUMENT SET
 - MINIMUM 1st FLOOR ELEVATION
 - BL. BUILDING LINE

LOT	ACRES	AREA
1	1	0.516 Ac.
2	1	0.518 Ac.
3	1	0.300 Ac.
4	1	0.300 Ac.
5	1	0.300 Ac.
6	1	0.302 Ac.
7	1	0.500 Ac.
8	1	0.501 Ac.
9	1	0.540 Ac.
10	1	0.532 Ac.
11	1	0.503 Ac.
12	1	0.530 Ac.
13	1	0.582 Ac.
14	1	0.539 Ac.
15	1	0.518 Ac.
16	1	0.501 Ac.
17	1	0.300 Ac.
18	1	1.020 Ac.
19	2	1.061 Ac.
20	2	1.022 Ac.
21	2	1.997 Ac.
22	2	0.501 Ac.
23	2	0.516 Ac.
24	2	1.128 Ac.
25	2	1.494 Ac.
26	2	1.748 Ac.
27	2	1.343 Ac.
28	2	1.151 Ac.
29	2	0.541 Ac.
30	2	0.389 Ac.
31	1	0.513 Ac.



JULIA L. BRITZ
VOL. 6832 P. 400

ROBERT S. PAVLICA
VOL. 4861 P. 1745

CHARLES J. LANE
VOL. 2247 P. 435

PAUL D. POLE
VOL. 2378 P. 274

SALON BLOSSOM
VOL. 4881 P. 1548

CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING
1	722.38'	56.00'	58.88'	N 70° 35' 36" W
2	15.00'	23.62'	21.25'	N 37° 43' 30" W
3	278.00'	72.50'	72.38'	N 84° 53' 09" E
4	273.00'	55.02'	25.00'	N 55° 01' 39" E
5	223.00'	42.34'	42.31'	N 32° 53' 57" E
6	323.00'	107.94'	107.48'	N 20° 39' 03" E
7	13.00'	31.73'	19.93'	N 22° 45' 24" E
8	15.00'	13.62'	13.28'	E 59° 36' 41" E
9	30.00'	90.79'	78.82'	S 87° 37' 18" E
10	30.00'	63.84'	57.49'	N 77° 16' 04" E
11	50.00'	50.64'	48.53'	N 56° 43' 13" W
12	50.00'	45.40'	43.85'	S 68° 21' 04" W
13	15.00'	13.62'	13.16'	S 68° 22' 08" W
14	15.00'	21.79'	12.83'	N 43° 58' 39" W
15	223.00'	88.25'	88.47'	N 10° 15' 02" W
16	223.00'	70.00'	28.00'	N 58° 49' 27" W
17	278.00'	105.65'	105.09'	N 10° 34' 49" W
18	278.00'	378.20'	172.43'	S 18° 03' 43" E
19	223.00'	14.23'	14.23'	N 34° 28' 39" E
20	223.00'	202.00'	100.00'	N 26° 13' 13" E
21	15.00'	21.73'	19.90'	S 38° 51' 38" W
22	721.38'	196.07'	195.76'	N 83° 47' 32" W

THE OVERLOOK ESTATES PHASE 1

PAGE 2 OF 4

C8-85-110.1(86)

Cash & Boden, Inc.



576 West Austin
P. O. Box 6825, Dallas, TX 75262
(409) 543-1841

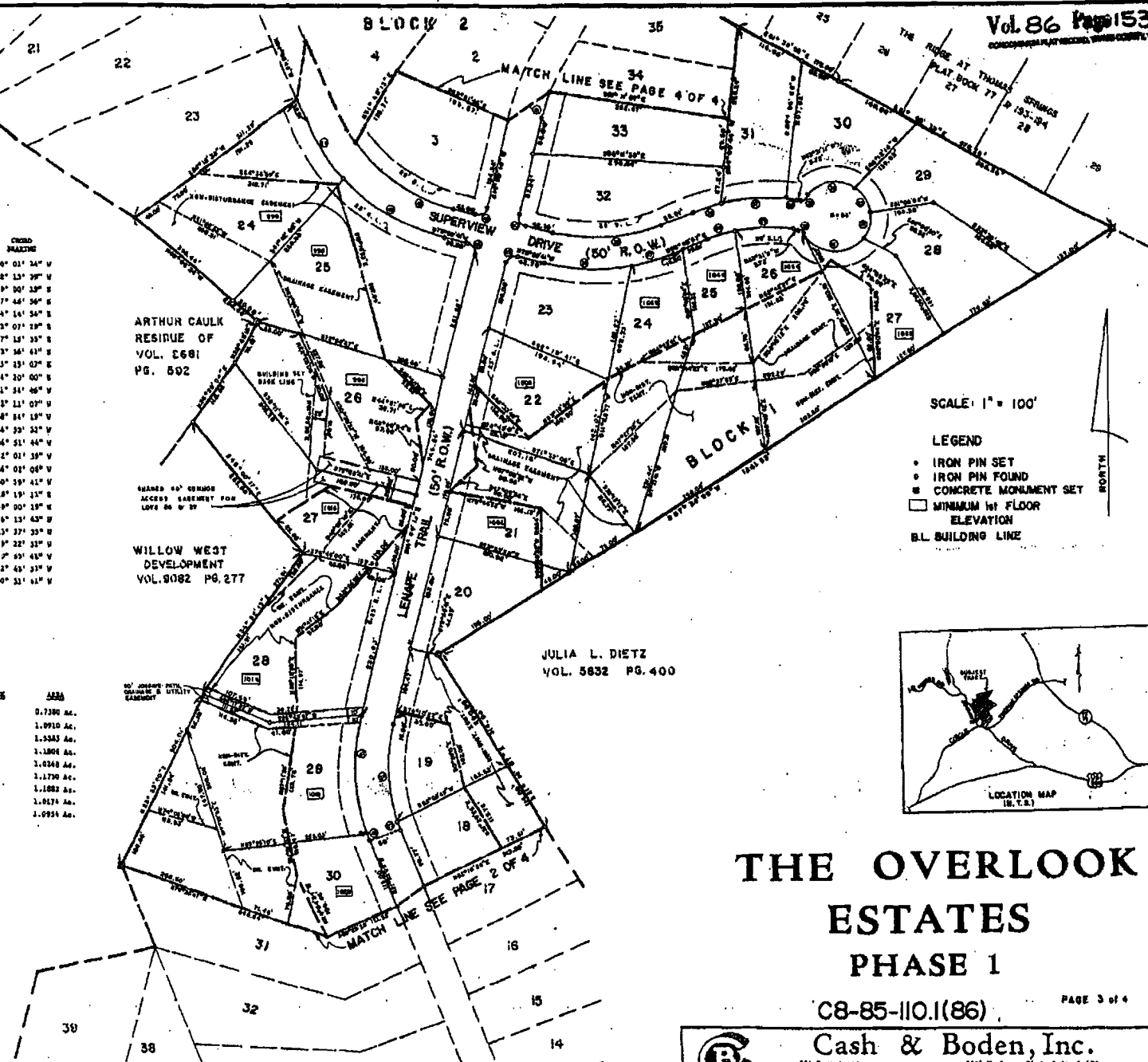
5515 N. Cooper Street, Suite L-1333
P. O. Box 100799, Austin, TX 78718
(512) 411-0938

CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING
83	275.00'	35.00'	35.00'	N 90° 01' 34" W
24	275.00'	35.00'	35.75'	N 88° 13' 39" W
33	35.00'	33.83'	31.33'	N 59° 00' 13" W
26	325.00'	33.23'	33.19'	N 57° 48' 56" W
27	325.00'	70.24'	70.00'	N 74° 14' 54" W
28	375.00'	48.54'	48.50'	N 73° 07' 19" W
29	375.00'	37.81'	37.61'	N 67° 18' 33" W
31	35.00'	16.44'	16.43'	N 33° 36' 41" W
32	85.00'	46.54'	46.50'	N 83° 25' 03" W
38	55.00'	46.23'	43.33'	N 81° 20' 00" W
34	35.00'	46.34'	43.06'	N 81° 31' 46" W
35	15.00'	46.34'	73.40'	N 83° 11' 07" W
36	325.00'	34.44'	33.89'	N 68° 41' 19" W
37	325.00'	32.97'	32.97'	N 64° 32' 51" W
39	375.00'	100.68'	100.24'	N 64° 51' 44" W
40	15.00'	44.31'	44.31'	N 72° 01' 38" W
41	375.00'	172.50'	169.38'	N 64° 01' 04" W
42	15.00'	29.54'	31.23'	N 30° 59' 41" W
43	375.00'	41.43'	41.39'	N 18° 19' 11" W
44	15.00'	33.51'	33.23'	N 39° 00' 19" W
45	375.00'	189.74'	186.00'	N 36° 13' 43" W
46	325.00'	109.44'	105.00'	N 33° 27' 33" W
47	325.00'	188.54'	185.91'	N 30° 22' 31" W
48	15.00'	39.34'	41.31'	N 37° 59' 41" W
49	375.00'	389.84'	387.19'	N 02° 49' 31" W
50	325.00'	32.04'	32.00'	N 30° 31' 41" W

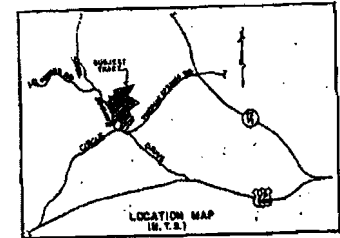
LOT AREA

LOT	BLOCK	AREA	LOT	AREA	
18	1	0.2856 Ac.	3	0.7390 Ac.	
19	1	0.6482 Ac.	34	2	1.0910 Ac.
20	1	0.5287 Ac.	35	3	1.5343 Ac.
21	1	0.7847 Ac.	36	2	1.1804 Ac.
22	1	0.7024 Ac.	27	2	1.0249 Ac.
23	1	0.6472 Ac.	28	2	1.1790 Ac.
24	1	1.3091 Ac.	19	2	1.1882 Ac.
25	1	0.8324 Ac.	30	3	1.8174 Ac.
26	1	1.0010 Ac.	31	2	1.0924 Ac.
27	1	0.5387 Ac.			
28	1	0.0461 Ac.			
29	1	0.8537 Ac.			
30	1	0.5484 Ac.			
31	1	0.8122 Ac.			
32	1	0.7422 Ac.			
33	1	0.5501 Ac.			



SCALE: 1" = 100'

- LEGEND**
- IRON PIN SET
 - IRON PIN FOUND
 - CONCRETE MONUMENT SET
 - MINIMUM 1st FLOOR ELEVATION
 - B.L. BUILDING LINE



THE OVERLOOK ESTATES PHASE 1

C8-85-110.1(86) PAGE 3 of 4

Cash & Boden, Inc.

974 East Avenue P. O. Box 802, Rockledge, FL 32943 (407) 348-1187

2923 N. Loney Blvd., Suite L-122 P. O. Box 160999, Austin, TX 78716 (512) 451-8558

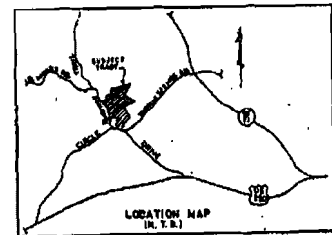
SCALE: 1" = 100'



LEGEND

- IRON PIN SET
- IRON PIN FOUND
- ⊗ CONCRETE MONUMENT SET
- MINIMUM 1st FLOOR ELEVATION
- BL BUILDING LINE

WALTER CARRINGTON
 VOL. 8139 PG. 972



CHORD DATA

CHORD NO.	RADIUS	ARC	CHORD	CHORD BEARING
48	273.00'	60.84'	40.00'	N 25° 46' 14" E
50	325.00'	54.26'	95.91'	S 22° 29' 21" W
51	375.00'	59.03'	56.82'	N 30° 16' 47" W
52	35.00'	22.53'	30.47'	N 28° 51' 30" E
53	273.00'	143.09'	141.84'	N 49° 16' 31" W
54	35.00'	14.44'	33.88'	N 64° 14' 40" W
55	35.00'	130.37'	97.74'	N 39° 02' 20" E
56	35.00'	143.36'	99.97'	N 60° 27' 04" W
57	35.00'	32.84'	50.92'	S 09° 53' 10" W
58	35.00'	14.44'	17.89'	S 09° 05' 40" W
59	273.00'	92.46'	90.63'	S 43° 09' 12" W
60	273.00'	20.02'	30.80'	S 39° 44' 09" W
61	35.00'	23.09'	19.38'	N 77° 51' 03" W
62	313.00'	143.13'	143.33'	N 60° 23' 29" W
63	359.00'	145.23'	104.77'	N 71° 27' 30" W
64	35.00'	13.12'	32.78'	N 84° 39' 28" W
65	35.00'	214.34'	94.84'	S 80° 43' 20" W
66	35.00'	44.17'	44.83'	S 63° 00' 42" W
67	35.00'	20.33'	20.08'	S 18° 29' 18" W
68	35.00'	97.43'	89.12'	S 89° 01' 25" W
69	35.00'	18.04'	15.29'	S 69° 01' 13" W
70	273.00'	42.02'	41.88'	N 79° 51' 18" W
71	375.00'	114.83'	114.00'	N 19° 31' 48" W
72	375.00'	333.31'	332.59'	N 21° 51' 59" W

LOT AREAS

LOT	BLOCK	AREA	LOT	BLOCK	AREA
24	1	0.361 Ac.	11	1	1.313 Ac.
25	1	0.261 Ac.	12	1	1.069 Ac.
1	2	0.518 Ac.	24	2	1.039 Ac.
2	2	0.590 Ac.	25	2	1.248 Ac.
4	2	1.002 Ac.	16	2	1.808 Ac.
5	2	1.087 Ac.	17	2	1.061 Ac.
6	2	1.016 Ac.	18	2	1.103 Ac.
7	2	1.809 Ac.	19	2	1.319 Ac.
8	2	1.013 Ac.	20	2	1.326 Ac.
9	2	1.034 Ac.	21	2	1.009 Ac.
10	2	1.114 Ac.	22	2	1.118 Ac.
11	2	1.514 Ac.	23	2	1.090 Ac.
			45	2	2.879 Ac.

WILLOW WEST DEVELOPMENT
 VOL. 908Z
 PG. 271

ARTHUR CAULK
 RESIDUE OF VOL. 2881 PG. 392

LOT 45 BLOCK 2 PARKLAND
 DEDICATED TO CITY OF AUSTIN

WATCH LINE SEE PAGE 3 OF 4

THE OVERLOOK ESTATES PHASE 1

PAGE 4 of 4

C8-85-110.1(86)

Cash & Boden, Inc.



974 Bank America
 P. O. Box 803, Dallas, TX 75242
 (409) 542-1217

2550 W. Lovers Blvd., Suite 1-121
 P. O. Box 180938, Austin, TX 78718
 (512) 425-0938



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

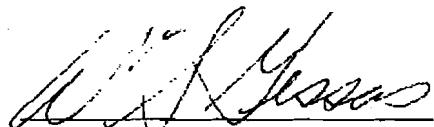
**EASEMENT REQUIREMENT STATEMENT FOR CONVERTING PUBLIC STREETS
TO PRIVATE STREETS**
Item #6 & #7

An application is being made to Travis County for the Conversion from Public Streets to Private Streets in Overlook Estates Phase I subdivision and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not approve the change from Public Street Easements to Private Street Easements as described in the accompanying document.

We do approve the change from Public Street Easements to Private Street Easements as described in the accompanying document. A map of the subject streets is attached. (Note: this approval is with the understanding that we will not be denied access to our facilities.)



Signature

W.M.S. GESSAS

Printed Name

MGR DESIGN AT&T (CONTRACTOR)

Title

AT&T

Utility Company or District

3-23-2011

Date

Please return this completed form to:
David Knoll
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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Signature

AARON BERRY

Printed Name

DESIGN SUPERVISOR

Title

TIME WARNER CABLE, INC

Utility Company or District

3/24/2011

Date

Please return this completed form to:
David Knoll
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 834-4649

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Angela Baker
Signature

ANGELA BAKER
Printed Name

Project Coordinator
Title

Austin Water Utility
Utility Company or District

December 6, 2011
Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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Joe R. Almazan
Signature

JOE R. ALMAZAN
Printed Name

DEVELOPMENT SERVICES PROCESS
Title COORDINATOR

CITY OF AUSTIN
Utility Company or District

12/21/2011
Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIEBELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4849

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M. L. Larry 07/10/11
 Signature
 Michael Larry
 Printed Name
 District Chief/Fire Marshal
 Title
 Travis County ESD #3
 Utility Company or District
 3/23/2011
 Date

Please return this completed form to:
David Keoll
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

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TO PRIVATE STREETS**

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Signature

KRIS HAFEZIZADEH

Printed Name

DIRECTOR OF TRANSPORTATION

Title

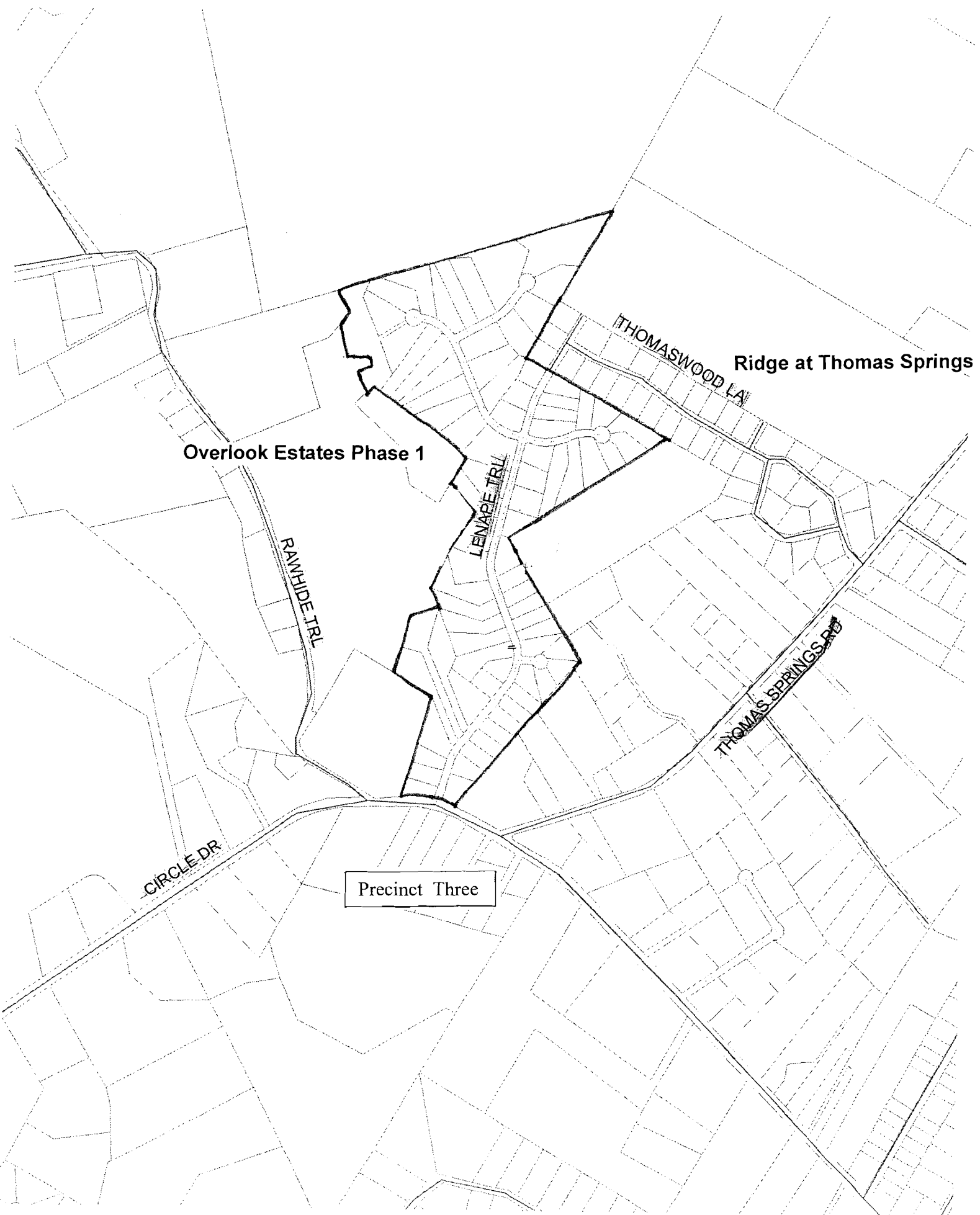
AUSTIN ISD

Utility Company or District

12/15/11

Date

Please return this completed form to:
Robert C. (Ric) Thompson, P.E.
c/o Thompson Land Engineering, LLC
904 N. Cuernavaca
Austin, Texas 78733



Overlook Estates Phase 1

Ridge at Thomas Springs

Precinct Three

CIRCLE DR

RAWHIDE TRL

LENAPE TRL

THOMASWOOD LN

THOMAS SPRINGS RD



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: April 24, 2012

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of April 3 and 10, 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, April 3, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on April 3, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

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.

RESULT: NOT NEEDED

2. Approve the Bee Cave Road District No. 1 Minutes for the Voting Session of March 20, 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



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, April 10, 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 April 10, 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	Absent
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: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

2. Approve the Bee Cave road District No. 1 Minutes for the Voting Session of March 27, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge