



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Approve Resolution Celebrating "4-H Week" in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The 4-H Youth Development Program of the Texas A&M AgriLife Extension Service has been in operation for over 105 years providing experience-based education to youngsters throughout Texas. Locally, this program seeks to provide a learning experience for children, including head, heart, hands, and health. Youth, ages 8-19, acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of society.

In conjunction with National 4-H Week, staff requests that the Court celebrate 4-H Week in Travis County from October 7, through October 13, 2012.

STAFF RECOMMENDATIONS:

Staff recommends approval of the requested Resolution recognizing the Texas A&M AgriLife Extension Service Travis County for its investment in the community and Travis County youth.

ISSUES AND OPPORTUNITIES:

This is an opportunity to increase the awareness and availability of 4-H programs in Travis County and support the enrichment and education of Travis County youth.

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.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this resolution will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney

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

Travis County Commissioners Court



Resolution

WHEREAS, the Travis County Commissioners Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 105 years of providing experience-based education to youngsters throughout the Lone Star State;

WHEREAS, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of society;

WHEREAS, more than 660,000 urban, suburban, and rural youth, ages eight to nineteen, from diverse ethnic and socioeconomic backgrounds representing a true cross-section of the state participate in 4-H;

WHEREAS, the program undoubtedly could not have achieved the level of success it enjoys today were it not for the service of its more than 32,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programming and continues to build character and to instill the values that have made our state strong and great.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM OCTOBER 7 - 13, 2012, AS

"TRAVIS COUNTY 4-H WEEK"

AND URGE THE PEOPLE OF THIS COMMUNITY TO TAKE ADVANTAGE OF THE OPPORTUNITY TO BECOME MORE AWARE OF THIS SPECIAL PROGRAM WHICH GIVES YOUTH THE CHANCE TO LEARN TOGETHER AND ON THEIR OWN AS PART OF TRAVIS COUNTY 4-H, AND TO JOIN US IN RECOGNIZING THE TEXAS A&M AGRILIFE EXTENSION SERVICE AND THE UNIQUE PARTNERSHIP BETWEEN TRAVIS COUNTY AND THE TEXAS A&M UNIVERSITY SYSTEM.

SIGNED AND ENTERED THIS _____ DAY OF OCTOBER 2012.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: Patrick Strittmatter, 4-1183

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE LANDSCAPE, IRRIGATION AND LIGHTING IMPROVEMENTS, IFB NO. 1208-001-PS, TO THE LOW BIDDER, FORE CONSTRUCTION, INC.

- **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 primarily consists of furnishing and installing an irrigation system, new sod, landscape lighting, perimeter drainage, and pruning and removing trees, at the Heman Marion Sweatt Travis County Courthouse.

Subject IFB was opened September 19, 2012, with four (4) bids received in response to the solicitation. The Facilities Management Department has reviewed the bids and recommends, and Purchasing concurs with the award of the contract to the low bidder, Fore Construction, Inc. for a total of \$123,739.00, which includes the Base Bid Total of \$121,539.00 and Alternate No. 1 of \$2,200.00.

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

- **Contract-Related Information:**

Award Amount: \$123,739.00

Contract Type: Construction

Contract Period: 90 calendar days

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 Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 29

Responses Received: 4

HUB Information: No*

% HUB Subcontractor: 0.00%

*Contractor is not a HUB and will be self-performing all of the work for this project.

➤ **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:**

Funds Reservation in SAP: 300000220

Cost Center(s): 1148020001

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.



FACILITIES MANAGEMENT DEPARTMENT

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

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: TCCH-73-11R-4M

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

DATE: September 25, 2012

SUBJECT: Heman Marion Sweat Travis County Courthouse Landscape, Irrigation, Lighting
IFB No.: 1208-001-PS

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Facilities Management Department (FMD) recommends award of the HMS Courthouse Landscape, Irrigation and Lighting Improvements Project in the amount of \$123,739.00 to the apparent low bidder, Fore Construction, Inc. Four general contractors bid on the subject project.

FMD has reviewed the bid tabulation and the alternate bid item and determined that the low bid is fair and reasonable. FMD is recommending award of the base bid with the alternate. The construction schedule is for 90 calendar days after the issuance of the Notice to Proceed. Funds for this project are in cost center – GL 114802000 and are encumbered under funds reservation document 300000220. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on October 9, 2012. If approved, please issue a fully executed contract to Fore Construction Inc. Please call Amy Lambert at extension 46409 if you have any questions.

ATTACHMENTS:

Bid tabulation

COPY TO:

Leslie Browder, County Executive, PBO

Amy Draper, CPA, Financial Manager, FMD

LS Leslie Stricklan, AIA, Senior Project Manager, FMD

Amy Lambert, AIA, LEED AP BD+C, Project Manager, FMD

John Pena, CTPM Purchasing Agent Assistant, TCPO

Bid #1208-001-PS, FMD Project No. TCCH-73-11R-4M - HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE LANDSCAPE IMPROVEMENTS

Creation Date **Aug 1, 2012**End Date **Sep 19, 2012 2:00:00 PM CDT**Start Date **Aug 29, 2012 11:59:59 AM CDT**Awarded Date **Not Yet Awarded**

1208-001-PS, FMD Project No. TCCH-73-11R-4M--01-01 Heman Marion Sweatt Travis County Courthouse Landscape Improvements					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Fore Construction, Inc.	<input checked="" type="checkbox"/> First Offer - \$121,539.00	1 / lump sum	\$121,539.00	Y	Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Enter Total Bid Amount in Words: Provided price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use, \$2200			
MARIO L. CARLIN MANAGEMENT, LLC	<input checked="" type="checkbox"/> First Offer - \$173,250.00	1 / lump sum	\$173,250.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Enter Total Bid Amount in Words: Did not provide price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use			
AGH2O Holdings, LLC	<input checked="" type="checkbox"/> First Offer - \$213,777.00	1 / lump sum	\$213,777.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Enter Total Bid Amount in Words: Did not provide price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use.			
G Creek Construction	<input checked="" type="checkbox"/> First Offer - \$329,800.00	1 / lump sum	\$329,800.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes: Enter Total Bid Amount in Words: Provided price for Aternate No. 1, Purple Pipe for Gray-Water Re-Use, \$2500.			
First Capital Environmental Services	First Offer - \$114,519.00	1 / lump sum	\$114,519.00	Y	Y
Product Code: Unit Amount Text: One hundred and fourteen thousand five hundred and nineteen dollars Total Amount Text: One hundred and fourteen thousand five hundred and nineteen dollars Agency Notes: Fore Construction submitted their bid via First Capital Environmental Services account, instead of using their own. I have manually added Fore's bid and attached their bid that had been submitted. I then rejected First Capital Environmental Services, to be removed from the bidder's list. Due to an addition error on the Bid Proposal Worksheet, verified their bid total to be \$121,539.		Supplier Product Code: Supplier Notes: Enter Total Bid Amount in Words: One hundred and fourteen thousand five hundred and nineteen dollars and no hundred			

Supplier Totals

MARIO L. CARLIN MANAGEMENT, LLC		\$173,250.00
Bid Contact	MARIO CARLIN MARIOCARLIN@AOL.COM Ph 512-417-4795	Address 605 CANYON TRAIL CT ROUND ROCK, TX 78664
Agency Notes:	Supplier Notes:	
AGH2O Holdings, LLC		\$213,777.00
Bid Contact	James Lesko jlesko@austin.rr.com Ph 512-484-7611	Address 3817 Bent Brook Dr Round Rock, TX 78664

Qualifications CISV SB		
Agency Notes:		Supplier Notes:
<u>G Creek Construction</u>		\$329,800.00
Bid Contact Steve Joyner <u>steve@gcreek.com</u> Ph 512-452-5640 Fax 512-452-5640	Address P.O. Box 163764 Austin, TX 78716	
Agency Notes:		Supplier Notes:
<u>Fore Construction, Inc.</u>		\$121,539.00
Bid Contact Leslie Schwertner <u>info@foreci.com</u> Ph 512-904-0790	Address 150 Texas Avenue Suite 100 Round Rock, TX 78664	
Agency Notes:		Supplier Notes:
<u>First Capital Environmental Services</u>		\$0.00
Bid Contact Aaron ARBOGUST <u>aaron.a@cesaustin.com</u> Ph 512-751-2763	Address 10211 FM 969 Austin, TX 78724	
Agency Notes:		Supplier Notes:

****** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

**AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 4400001089**

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **Fore Construction, Inc.** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the Heman Marion Sweatt Travis County Courthouse Landscape, Irrigation and Lighting Improvements (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or attached Plans, and Specifications; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications marked "Heman Marion Sweatt Travis County Courthouse Landscape, Irrigation and Lighting Improvements"), IFB No. 1208-001-PS are all incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **90 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$250.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$123,739.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$65,200.00** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) **\$58,539.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department, the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

FORE CONSTRUCTION, INC.

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

By: [Signature]
Name: K. Steve Franklin
Title: President
Date: 9-27-12

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

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor





Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE ORDER EXEMPTING THE PURCHASE OF TORO AND CLUB CAR PARTS AND SERVICE FROM PROFESSIONAL TURF PRODUCTS FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (a)(7)(D) AND SECTION 262.024 (a)(11) OF THE COUNTY PURCHASING ACT.

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. The Exemption Order will be for the purchase of Toro and Club Car parts and service necessary to complete repairs for the Transportation and Natural Resources Department.

Transportation and Natural Resources request the ongoing purchase of Toro and Club Car equipment now in use. Purchasing requests the Commissioners Court approve an Exemption Order to exempt from further competition and allow the Purchasing Office to issue purchase orders to provider, Professional Turf Products.

Local Government Code 262.024(a)(7)(D) allows for exemption from the competitive purchasing process any item that can be obtained from only one source, including captive replacement parts or components for equipment. Local Government Code 262.024(a)(11) allows for exemption from the competitive purchasing process vehicle and equipment repairs.

➤ **Funding Information:**

Purchase Requisition in SAP:

Funding Account(s): 1490350000 funds 0001 and 0145f

Comments:

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**ORDER EXEMPTING
PROCUREMENT OF TORO AND CLUB CAR PARTS AND SERVICE
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Transportation and Natural Resources in accordance with TEX. LOC. GOV'T CODE ANN., § 262.024 (a) (7) (D) and

WHEREAS, the County desires to enter into a contract with Professional Turf Products, to provide Toro and Club Car parts and service.

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of Toro and Club Car parts and services from Professional Turf Products be exempted from the requirements of the County Purchasing Act for competitive proposals pursuant to TEX. LOC. GOV'T CODE ANN., § 262.024 (a) (7) (D) and 262.024 (a) (11) as this contract is for sole source captive replacement parts or components for equipment

Signed and entered this ____ day of _____, 2012.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2012 JUN -6 AM 8:30

June 1, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Came B. Grimes for
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: OEM Parts and Service Exemption

TNR recommends that an exemption order request be submitted to the Commissioners' Court for the purchases of Toro Grounds Equipment and Club Car OEM parts and services from Professional Turf Products. Per the attached letter from the manufacturer, Professional Turf Products is an authorized source of sales, parts and service for Travis County and the surrounding area.

The fund center is 1490350000 GL Account 510280.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ CJ:SMM:cj
Contract File



March 29, 2012

Travis County Purchasing Office
Attn: Nancy Barchus
700 Lavaca Street, Suite 800
Austin, TX 78701

This letter shall serve as notification of sole source status of the following vendor for Toro Products.

Professional Turf Products, LP is the sole source supplier for Toro commercial mowing and large turf irrigation equipment, Club Car, Foley Reel Grinding Equipment, Otterbine and Irritrol for the states of Texas, Oklahoma, Kansas and certain western portions of Missouri, Arkansas and Louisiana. Professional Turf Products, LP is also the authorized service and parts supplier for the above mentioned products.

Any questions or concerns regarding this status should be forwarded to:

Edward A. Clark, President / CEO
Professional Turf Products, LP
1010 North Industrial Blvd.
Eules, TX 76039

Sincerely,



David Lau
Chief Financial Officer
Professional Turf Products, LP

1010 No. Industrial Blvd.
Eules, TX 76039
Business 817 785-1900
Fax 817 785-1901
(Toll Free) 1-888-PROTURF

5520 Brillmoore Rd.
Houston, TX 77041
Business 817 785-1900
Fax 713 896-0988
(Toll Free) 1-888-PROTURF

5026 Service Center Drive
San Antonio, TX 78218
Business 817 785-1900
Fax 210 666-0171
(Toll Free) 1-888-PROTURF

3621 S. 73rd East Ave., Bldg. 1
Tulsa, OK 74145
Business 817 785-1900
Fax 918 663-0116
(Toll Free) 1-888-PROTURF

9108 Bond Street
Overland Park, KS 66214
Business 817 785-1900
Fax 913 599-0667
(Toll Free) 1-888-PROTURF



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB/854-9762;
Marvin Brice, CPPB/854-9765

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for the 700 Lavaca Elevator #7 Upgrade, IFB No. 1208-006-JT, to the low bidder, Tejas Elevator Company.

➤ **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 contract requires the Contractor to provide labor, equipment, materials and supervision necessary for the removal and replacement of the existing elevator machine room equipment and hoistway equipment for Elevator #7, a 1978 Westinghouse traction elevator, at 700 Lavaca Street in Austin, Texas, as required to bring this elevator into compliance with current codes and regulations.

IFB 1208-006-JT was issued on August 29, 2012, to solicit bids for the project referenced above. After a total of sixteen (16) vendors were solicited, three (3) bids were received electronically in response to the solicitation when subject IFB opened on September 19, 2012, at 3:00 p.m. The low bidder is Tejas Elevator Company with a Base Bid of \$122,700. As a matter of interest to the Court, the reason there is zero HUB participation is that the Contractor will be self-performing the work so there are no available subcontracting opportunities.

Facilities Management Department (FMD) recommends that a contract be awarded to Tejas Elevator Company in the amount of \$122,700. FMD has determined that the price is fair and reasonable. Purchasing concurs with FMD's contract award recommendation.

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

➤ **Contract-Related Information:**

Award Amount: \$122,700

Contract Type: Construction

Contract Period: 180 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 16

Responses Received: 3

HUB Information: 2

% HUB Subcontractor: 0

➤ **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:**

Shopping Cart/Funds Reservation in SAP: 300000235

Cost Center-G/L no'(s): 1140110000-522020, Fund 4068/4072

Comments:

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FACILITIES MANAGEMENT DEPARTMENT

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

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: LAVA7-24-11C-4M

FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: September 25, 2012
SUBJECT: 700 Lavaca Elevator #7 Upgrade
IFB No.: 1208-006-JT

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Facilities Management Department (FMD) recommends award of the 700 Lavaca Elevator #7 Upgrade base bid in the amount of \$122,700 to the low bidder, Tejas Elevator Company. Three contractors bid on the subject project. The bid was opened on September 19, 2012.

FMD has reviewed the attached bid tabulation and determined that the low bid is fair and reasonable. The construction schedule is for 180 calendar days after the issuance of the Notice to Proceed.

Funding for this Project is located in the Cost Center-G/L 1140110000-522020, Fund 4068/4072. Funds Reservation Document (FRD) 300000235 is in place for \$123,000. In accordance with the procedure to secure the approval of this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on October 9, 2012. If approved, please issue a fully executed contract to Tejas Elevator Company. Please call Ken Gaede at extension 49894 if you have any questions.

ATTACHMENTS:

1. Bid tabulation form

COPY TO:

Leslie Browder, County Executive, PBO
Amy Draper, CPA, Financial Manager, FMD
Ken Gaede, AIA, Senior Project Manager, FMD *KG*
Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant, TCPO

**TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACTS
BID TABULATION FORM**

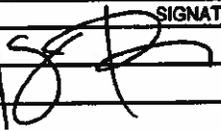
BID NO.: 1208-006-JT
DESCRIPTION: 700 Lavaca Elevator #7 Upgrade
DEPARTMENT: Travis County Facilities Management Department
CONTACT/NO.: Ken Gaede 854-9894

BID DATE: September 19, 2012
OPEN TIME: 3:00 p.m. CST
BIDS EXPIRE: December 18, 2012

BIDS SOLICITED: 16
BIDS RECEIVED: 3
HUBS SOLICITED: 6
HUBS RECEIVED: 2

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	Tejas Elevator Company	\$122,700.00	X	X	X	X	X	No	0%
2	EMR, Inc.	\$128,941.00	X	X	X	X	X	Yes	0%
3	A&F Elevator Company, Inc.	\$179,895.00	X	X	X	X	X	Yes	0%
4									
5									
6									
7									
8									
9									
10									

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	JORGE TALAVERA	9/19/12

Tejas Elevator Company

Bid Contact **Courtney Niemtschk**
courtney@tejaselevator.com
 Ph 512-280-9294

Address **4424-D Brandt**
Austin, TX 78744

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
1208-006-JT, FMD Project No. LAVA7-24-11C-4M--01-01	700 Supplier Lavaca Product Elevator Code: #7 Upgrade	First Offer - \$122,700.00	1 / lump sum	\$122,700.00	Y	Y
				Text: one hundred twenty two thousand seven hundred dollars		
				Text: one hundred twenty two thousand seven hundred dollars		
			Supplier Total	\$122,700.00		

Tejas Elevator Company

Item: 700 Lavaca Elevator #7 Upgrade

Attachments

700 bid bond.pdf



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tejas Elevator Company as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Travis County, 700 Lavaca, Austin, Texas as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount of Bid Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

WHEREAS, the principal has submitted a bid for Elevator #7 Upgrade.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19th day of September, 2012.

Tejas Elevator Company
(Principal)

BY: [Signature]

TITLE: PRESIDENT

SureTec Insurance Company

BY: [Signature]
Sophinie Hunter, Attorney-in-Fact

FOA #: 4221049

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clinton Norris, David C. Oxford, Peggy G. Hogan, Rudolph Norris,
Sherrel M. Breazeale, Sophinie Hunter, Stephen J. Rickenbacher, Steven Lott, W. Bert Duckett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

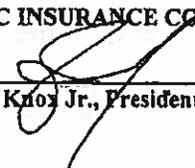
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

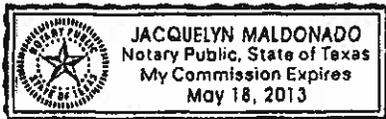
SURETEC INSURANCE COMPANY

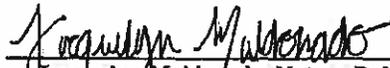
By: 
John Knox Jr., President

State of Texas ss:
County of Harris



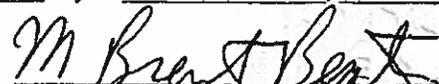
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of September, 2012, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p style="text-align: center;">SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
--

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Supplier: Tejas Elevator Company



SOLICITATION NO. 1208-006-JT, FMD Project No. LAVA7-24-11C-4M

700 Lavaca Elevator #7 Upgrade

DOCUMENTS ARE DUE PRIOR TO:

Sep 19, 2012 3:00:00 PM CDT

LATE BIDS WILL BE RETURNED UNOPENED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

DOCUMENTS MAY BE MAILED OR DELIVERED TO :

Travis County Purchasing Office
700 Lavaca Street, Suite 800
Austin TX 78701

Bids will be opened publicly and read in the Office of the Travis County Purchasing Agent. If mailed or delivered in person, write the bid number on the envelope in the lower left corner.

Time Critical Bid/Proposal Deliveries: Travis County does not guarantee that any bid/proposal sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either electronically or in person.

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001136; IFB NO. 1208-006-JT

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and Tejas Elevator Company (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **700 Lavaca Elevator #7 Upgrade** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **700 Lavaca Elevator #7 Upgrade, Travis County Texas, IFB No. 1208-006-JT**; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **700 Lavaca Elevator #7 Upgrade, Travis County Texas, IFB No. 1208-006-JT**, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **180 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$200.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of \$122,700.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$74,300.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) \$48,400.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department (TCFMD), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

TEJAS ELEVATOR COMPANY

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

By: C. Nierentsch
Name: Courtney Nierentsch
Title: Account Rep
Date: 7/26/12

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 4400000005 (H.T.E. CONTRACT NO. 02C00218LC), FILEONQ, INC., FOR INTEGRATED DOCUMENT MANAGEMENT SOFTWARE SYSTEM.

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

In 2002, Commissioners' Court approved the purchase, installation and implementation of a records management system for TNR. Since implementation in 2002, the current version of FileOnQ Desktop and Webview has been updated several times as needed. With the recent release of version 6.x, it is expected that FileOnQ, Inc. will no longer support the previous versions of the software.

FileOnQ software is essential to TNR's records management program. Daily system transactions include document imaging, barcode file labeling and tracking, and records retention management. If this modification is approved, the purchase of the upgraded software will ensure that manufacturer support is available and will minimize system downtime. In addition, version 6.x includes improved capabilities and functionalities that will improve the efficiency and effectiveness of the current records management process. At this time, TNR recommends approval of the upgrade and the purchase of the Active Directory Portal module.

Through the end of October, FileOnQ is offering a 50% discount on the upgrade and additional module. The discounted cost to County is \$15,147.50. The annual maintenance cost (currently \$5,171.89) will not

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.

increase for the upgraded modules except for the allowable annual increase of 3%; however, the new Active Directory Portal will increase the maintenance cost by \$2,069.10 beginning January 1, 2014.

- **Contract Expenditures:** Within the last 12 months \$5,171.89 has been spent against this contract.

- **Contract Modification Information:**
 - Modification Amount: \$15,147.50
 - Modification Type: Upgrade and additional module purchase
 - Modification Period: Beginning October 9, 2012

- **Funding Information:**
 - Shopping Cart in SAP: 1000012315
 - 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

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

September 27, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Carol B. Jorgensen for*
Steven M. Manilla, P.E., County Executive
SUBJECT: Contract Extension 4400000005
Integrated Document Management Software System

TNR requests that the above mentioned contract be modified to include upgrades for the current FileOnQ records management system.

In 2002, the Commissioners' Court approved contract 440000000 (HTE No. 02C002181LD) for the purchase, installation, and implementation of a records management system for TNR. Since implementation in 2002, the current version of FileOnQ Desktop and Webview has been updated several times as needed. With the recent release of version 6.x, it is expected that FileOnQ, Inc. will no longer support the previous versions of the software.

FileOnQ software is essential to TNR's records management program. Daily system transactions include document imaging, barcode file labeling and tracking and records retention management. If this modification is approved, the purchase of the upgraded software will ensure that manufacturer support is available and will minimize system downtime. In addition, version 6.x includes improved capabilities and functionalities that will improve the efficiency and effectiveness of the current records management process.

The product category for Software is 43230000. The budgeted cost centers are 1490010001 and 1490010145 GL 510310. The funds have been pre-encumbered on shopping cart 1000012315.

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

CJ
CJ:SMM:cj

MODIFICATION OF CONTRACT NUMBER: 4400000005 (02C00218LC) Integrated Document Management Software System
PAGE 1 OF 13 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 27, 2012
ISSUED TO: FileOnQ, Inc. 832 Industry Drive Seattle, WA 98188 Attn: Kim Webley	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: July 30, 2002

ORIGINAL CONTRACT TERM DATES: July 30, 2002 – July 29, 2004 CURRENT CONTRACT TERM DATES: January 1, 2012 – December 31, 2012

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 34,563.00 Current Modified Amount \$ \$64,710.50

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

The above numbered contract is hereby modified as follows per the attached Quote No. KW6895:

- 1) Upgrade:
 - a) FileOnQ Upgrade Desktop Product to 6.0 includes Online Remote installation assistance and support (Item # OnQ-6.DTUPGRD) \$4,500.00*
 - b) FileOnQ Upgrade WebView Product to 6.0 includes Online Remote installation assistance and support (Item # OnQ-6.WVUPGRD) \$4,900.00*
 - 2) Add:
 - a) FileOnQ Active Directory Portal – Centralized Security and Administration. Includes remote installation assistance and training. Price includes maintenance through December 31, 2012. Effective January 1, 2014 the annual maintenance will increase by \$2,069.10. \$5747.50*
- Total cost to upgrade system \$15,147.50*

*Pricing reflects 50% discount

Note to Vendor:

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	

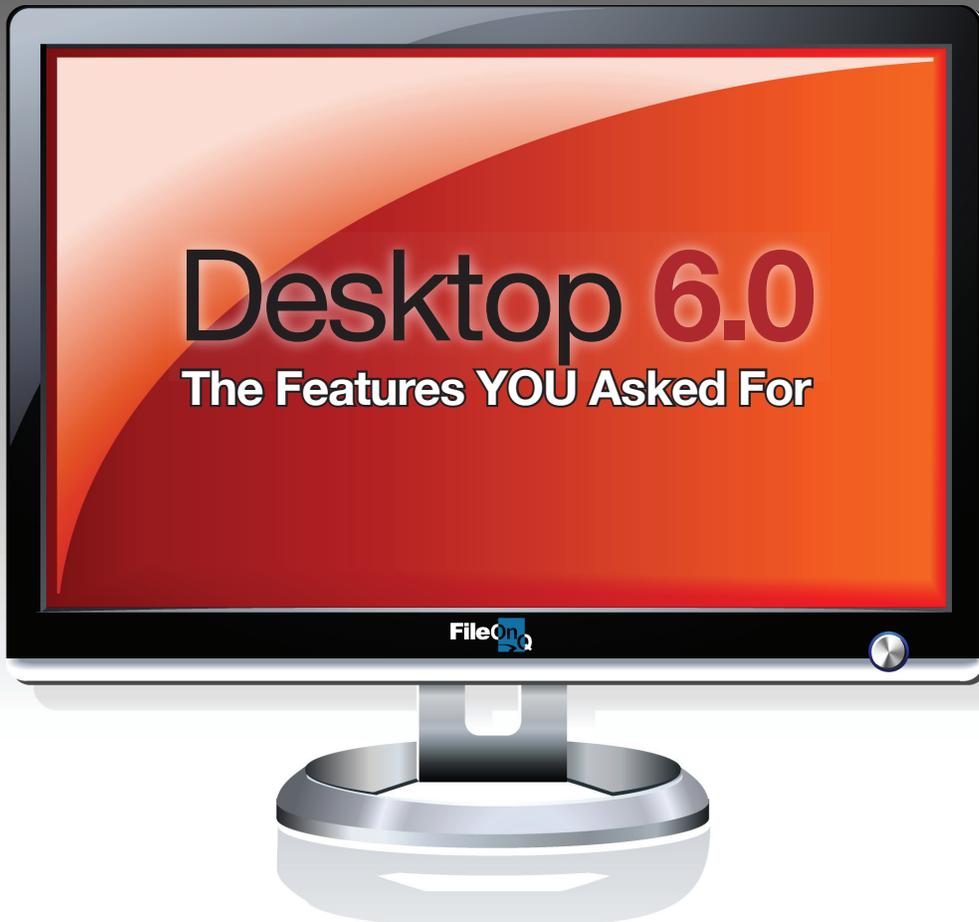
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

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



ITEM	DESCRIPTION	QTY	RATE	AMOUNT

Thank you for your business	



NEW 6.0 Features

Inventory: A complete and easy to use inventorying, reporting, audit solution. New features allow department personnel to save days of work to complete file inventories, audits and reports.

Batch Update Retention Classifications: Instantly and easily update retention codes and categories for large or small record sets all with one quick and easy action.

Auto Item Count: Automatically assigns and preserves a unique and consecutive item number when creating file volumes or sub-files

Vista & Windows 7 compatible: No matter which operating you choose Desktop 6.0 is ready.

Have Questions?
1.800.603.6802

YOU asked...WE listened!

Desktop 6.0 is all about you! It is about giving you the very best solution possible along with making every aspect of managing your records and information a better experience. Desktop 6.0 is about giving you the features *you have been asking for*.

Therefore, we have built Desktop 6.0 to include the top most requested features, from over 200 agencies. Features like the ability to batch updated retention codes, inventory, auto item count and much more.



Retention Classifications

Batch Update Retention Classifications
When legal requirements or internal policies change you now have the ability to batch update your retention classifications with just a few clicks of the mouse. No longer do you have to apply changes one at a time. Changing or updating retention for one file or thousands can be done in seconds.



Inventory & Audit Compliance & Reporting

Inventory & Audit Compliance & Reporting
One of the most requested features has been the ability to perform inventories and audits with our system quickly and easily. We have answered, by including an easy to use, robust inventory, audit and reporting solution.

Vista & Windows 7 Compatibility

We are offering a better experience for your IT staff by making our product 100% Vista and Windows 7 compatible. So when it comes time to upgrade your department or agency FileOnQ is ready. So, no matter if your IT staff chooses to go with Vista or Windows 7 you will be ready to go with Desktop 6.0.



Auto Tracking of Volumes & Sub-files

Auto Tracking of Volumes & Sub-files
We have added the ability to automatically assign and preserve a unique and consecutive item number for each specific file when creating record volumes or sub-files, even when files are added by multiple users concurrently.



Desktop 6.0™

The following is an overview of the enhancements provided by the FileOnQ™ Desktop 6.0™ release.

Microsoft® Vista™ and Windows 7 compatibility and certification:

Description: FileOnQ 6.0 Desktop is fully compatible with Vista and Windows 7. Customers who intend on upgrading their operating system to Vista or Windows 7 must upgrade to FileOnQ 6.0. Of course 6.0 is also “backwards” compatible meaning you may still benefit from the major functionality and feature additions of the 6.0 product, even if you have not yet migrated to the newer operating systems.

Inventory Audit Module:

Description: The new Inventory Audit module will allow you to start an inventory/audit project and leave it open until you have time to finish it. You can also inventory/audit multiple locations/status in one inventory audit project. The module also allows any number of separate inventory audit projects to be open and conducted at the same time. The system provides the ability to print reports showing matches and exceptions after you have closed the project. An inventory audit history will be maintained for each record/item so that you can look up how many times it was inventoried/audited and the status of the record/item at the time of the inventory audit.

Key Benefit: The tedious task in time and cost to inventory records/files/items and respond to audit/reporting requests is now a thing of the past. With FileOnQ’s Inventory Audit Module you can pay for the 6.0 upgrade in saved time alone.... not to mention saved frustration reduced exposure and peace of mind.

The following are a few features of the 6.0 Inventory Audit Module:

- Inventory can now be accomplished in a wireless mobile environment via FileOnQ’s NEW MobileOnQ in conjunction with the Motorola MC55 and MC75 PDA’s
- Create and manage multiple inventory audit projects simultaneously.
- A single inventory audit project can be configured to manage multiple locations and record/item types.
- When in inventory audit mode, you may scan a record/item and it’s location/status, which will document that it was inventoried and the records/items location/status at the time of the inventory.
- Maintains a complete history of how many inventory audits were completed, when the inventory audit was completed and the disposition of each record/item in each inventory audit.
- Notes and comments may be added to the inventory audit allowing users to document any corrections and/or clarifications needed.
- All comments are date and time stamped, when added, to preserve the integrity of the inventory audit and the comments themselves.
- Comments may also be added in batch to individual records/items within an inventory audit. One entry will update each record based on your desired/queried record set.
- When records/items are found to be in an incorrect location/status, documentation and corrections are easy and accurate, recording the corrections for mandated compliance and unalterable chain of custody audit trail.
- The module provides the ability to run and print out a discrepancy list.
- Users are able to provide documentation of current and past inventory audits, providing evidence of regulatory and SOP compliance.



- Personnel conducting inventory audits are able to 'start/stop/restart' multiple inventory audit projects. This provides needed functionality when multiple locations/inventories/audits are being conducted, without compromising data integrity of the inventory/audit.
- The system captures the identification of the personnel conducting the inventory audit.
- Productivity and status reports may be produced to monitor inventory audit status and progress.
- Unalterable inventory audit history is preserved in a separate log from the chain of custody, insuring compliance with both legal and organizational requirements.
- When an inventory audit job is completed, the system will produce exception reports identifying missing and/or misplaced records/items.
- The system creates a separate audit table for inventory audits.
- Inventory audit reports may be produced on demand for compliance and other audit requirements.

Drag and Drop for eDocs and Imaging Module:

Description: Now users can instantly add one and/or many photos and electronic documents with simple drag and drop functionality directly from their PC.

Key Benefit: A user can now add and link electronic documents, or any group of electronic documents, from any PC or electronic storage repository (database, flash drives, hard drives), to a record with one drag and drop action. No longer is there a need to add electronic documents one at a time through time consuming linking, uploading and naming procedures.

Edit by Scan:

Description: You can now add or edit values to any text field by simply scanning a barcode.

Key Benefit: Edit by scan greatly reduces the time for data entry and increases the data integrity for these field values. This feature is valuable as a way to cross-reference items that are tracked within FileOnQ, with an identifier assigned by another third party system. Edit by scan is also an excellent way to insure that field values are entered consistently across record sets.

Retention & Classification Compliance Management Module w/ Batch Update:

Description: If you need to change Retention Code, Retention Hold, Retention Hold Comment values and/or Classification, you now have the ability to update these fields/values for multiple records in a single batch -- saving hours of time and tedious work. Upon querying for a group or classification of records, a user can invoke the Batch Update dialog and insert the appropriate new retention code values and then run the Batch Update routine. Assigning or updating Retention Codes (and the consequent Retention Review Dates) for potentially thousands of records can now be done in one simple process. This new feature is very helpful when compliance laws or company policies change, impacting retention, review and/or notification requirements for large numbers of records/items.

Key Benefit: Accurate and up-to-date retention information leads to more timely archiving and destruction of records, which leads to; lower storage costs (both on-site and off-site), automation of compliance requirements, reduced exposure, space saving and decreased misfiles due unnecessary physical records clogging-up company file rooms.

Auto Record, Volume or Item Count:

Description: FileOnQ 6.0 now comes with auto sequential numbering. This means that if you manage files that have multiple volumes, FileOnQ can now automatically assign the next sequential volume number to a new



folder within that same file series. This ensures there can be no duplication of volume numbers within the same record/file number series. The OnQ ProFiler will allow the administrator flexibility to configure the auto item count feature and turn it "on" or "off" depending on a department's requirements.

Key Benefit: No confusion or duplication of item or volume numbers. Maintains the Integrity, compliance requirements and management of record/file/case subsets.

(New Module) MobileOnQ™ Portable Solution :

Description: Now FileOnQ 6.0™ users have the option to add the power of productivity in the field with our new MobileOnQ solution. This powerful new handheld option from Motorola™ is available for FileOnQ 6.0™ users only. The mobile device seamlessly works using your wireless network or over a 3G network with web services enabled on your server.

Key Benefits: MobileOnQ gives FileOnQ 6.0 users the ability to manage their records, assets and/or evidence, and perform inventories from anywhere at anytime. Our mobile solution can be used at remote and/or mobile locations like a warehouse, substation, receiving/delivery doc, delivery cart/vehicle, ... virtually anywhere. Transfers are not only recorded for location, status and disposition purposes, but MobileOnQ is also equipped with a signature pad providing for remote/portable capture of receipt and delivery authorization.

Request Fulfillment Enhancements:

Description: The current request monitor has been made even more powerful for both added security and enhanced user functionality.

Key Added Features:

- Option for popup window with requests during checkout.
- Improved Security around Requests and deleting requests.
- Popup window with requests during checkout only shows for records with requests.
- Request indicator immediately posts pending request without the need to refresh.
- Ability to Select & Unselect buttons for a group of rows in the Request Monitor.
- Request view popup window sizes the rows to display all data.

Other Features and Enhancements Included:

- New records/items and General Worklist to match WebView 6.0
- Ability to set up unique global tool bars for user groups with different work functions.
- User toolbar supports multiple applications/databases.
- Toolbar loads reports, queries and exports.
- Signature pad's default baud rate is set to 115200 for the serial port models.
- Provided improved printing to select black and white laser printers (Dell M1010 & HP LaserJet 1000).
- User name and description is shown in the detail view of the security window.
- Users can lock their own toolbars so that changes to the global toolbar will not erase the user's toolbar.
- Query designer opens queries referencing deleted lookups, locations, users, etc.
- Users without Modify Folder permission can add documents if they have permission to add documents.



- Edits and requests with XML reserved characters (<>"&) are displayed in the View->Show Audit screen.
- Each user can control whether new records/items are, or are not, automatically added to the "new records/items worklist".
- Provided enhancements to TIFF image printing.
- Request indicator immediately posts pending request without the need to refresh.
- Delete button is operational in the checkout window.
- Ability to Select & Unselect buttons for a group of rows in the Request Monitor.
- Request view popup window sizes the rows to display all data.
- Retention Hold checkbox is part of QBE.
- Option for popup window with requests during checkout.

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OUR COMMITMENT: FileOnQ continues to invest millions in research and development, which is driven by the requests and needs of our customers. While we continue to develop with the latest technologies and platforms, our mission is to produce products that are the most user friendly, provide the best productivity gains and have the lowest cost of ownership on the market. It is FileOnQ's commitment that all of our upgrades deliver productivity gains and value that far exceed the dollar investment required to implement those upgrades.

****DISCLAIMER**

Delivery of the enhanced features outlined in this document are subject to the purchase of the 6.0 product upgrade and the corresponding module(s) from which the functionality is made available.

WebView 6.0

A **NEW** VIEW OnQ

A full-featured browser based solution that allows organizations to manage their records *online*.

1.800.603.6302



What is WebView 6.0?

Users can now access FileOnQ via a web browser that allows them to enter, edit, view, and request records. They can also print reports and barcode labels. FileOnQ is already

the leading records and information management system...and it **just got BETTER** by giving you "a NEW View OnQ"!



Enter New Records from Anywhere

Users can enter or edit records from any computer with intranet, or via Internet access, if required. They can even print barcode labels and any of your custom tailored reports directly from within WebView.



Add and Upload Electronic Documents from Anywhere

Customer's who have purchased the optional Document Collection and eDocs Modules can also allow remote users to not only view electronic documents, but add, upload, and attach electronic documents as well. *(The option to apply upload restrictions as to file type and file size can be setup.)* This allows all pertinent and required documentation of a given business process to be collected, managed, and shared closer to real-time. As a result, all knowledge workers have faster access to the information they need to make faster and more informed decisions.



Viewing and Requesting

All of the great searching, viewing, and requesting capabilities of WebView are still there. WebView users can still search for records (or groups of records) and then submit requests

for required files – reducing all the phone calls and wasted trips to the file room for files that may not be available.

WebView 6.0 Features

New File Creation: Create new file records from any computer with intranet, or even Internet access, if required.

Worklist: Maintains and saves a record of all records that you are working on. You can easily log out and pick-up where you left off at any time.

Label Printing: Print customizable black-n-white barcode labels with text to any Windows compatible printer. These labels can be printed in roll-fed or Avery label formats.

Add and Upload Electronic Documents: Not only can users view electronic documents, but they can be allowed to add, upload, and attach electronic documents as well.

Report Printing: Print any of your custom tailored reports directly from within WebView.

Worklist

WebView 6.0 maintains and saves a record of all records that you are working on. You can easily log out and pick up where you left off at any time without losing work. You can even shut down your computer and move to a new location and still have your worklist preserved for easy retrieval.

Reduced IT Overhead

WebView 6.0 will save installation time and give users instant access. Departments with a large number of PC's will no longer be required to install (and update) a desktop client on every computer. Installation and maintenance is a snap.



WebView 6.0™

The following is an overview of the enhancements provided by the FileOnQ™ WebView 6.0™ release.

Adding and Editing Records:

Description: Webview 6.0 is no longer just a great way to provide a large group of users with a simple way to search, view, and request records within their FileOnQ application using only a web-browser. Using only their browser within an Internet or intranet connection they can now easily add and edit records.

Key Benefit: Organizations can now provide adding and editing functionality within their FileOnQ solution to a larger internal group of users, or users spread over numerous offices, or even users who work remotely. This greatly increases the number of users who can leverage and contribute to their FileOnQ solution – without adding to the support and installation work-load of their IT staff.

Enhanced User Interface

Description: The WebView 6.0 interface has been completely re-written. And while it has the same familiar, easy-to-use basic navigation layout there are a number of great improvements. For example:

- The **Browse View** has been improved so that query results can now be easily.
 - Grouped by dragging-and-dropping column headings,
 - Sorted by clicking a column heading,
 - Columns and rows can easily be re-sized for optimal viewing.
- The new WebView **Icons and Toolbars** make navigating pages, records and initiating actions even more streamlined and intuitive.
- The overall **Color-Scheme** of WebView can be autocratically or manually configured for optimal viewing based on lighting conditions, for example outdoor versus indoor.

Key Benefit: WebView (and FileOnQ Desktop Client) continues to be the most robust, feature-rich application of its kind, while continuing to be the most user-friendly and easy to use.

- INTERFACE TOOLBAR: "New Items" sliding worklist's toolbar on the "New Item" page
- INTERFACE TOOLBAR: Clear Worklist that allows the user to clear the currently viewed worklist
- INTERFACE TOOLBAR: View Item page to provide the ability to create a new item based on an existing item (currently viewed)
- INTERFACE: Added My Location feature on the "General Settings" tab of the "My Settings" page The "My Location" setting will be used to facilitate the delivery of requested items to your physical location, and is usually set to your name or a location that represents you.
- INTERFACE: Added My Default Storage Location feature on the "General Settings" tab of the "My Settings" page. The "My Default Storage Location" setting will be used as the home location for new Items and Boxes that you create. The system will automatically place items you create into this location.



- INTERFACE: Ability to re-size columns on all search result grids (similar to how Excel works)
- INTERFACE: Ability to re-arrange columns (by dragging) on all search result grids
- INTERFACE: search result and worklist grids now expand horizontally when columns are resized
- INTERFACE: New skinning mechanism to control presentation colors and provide consistency across the application. Choices are:
 - Auto: setting automatically adjust based in time of day and is configured by an administrator.
 - Dark (Night): is designed for viewing WebView in dark environments such as vehicles at night.
 - Bright (Day): is a brighter scheme that is designed to have good contrast and eye comfort in bright and normal office environments.
- INTERFACE: New Items initiated from the "View Items" page will preserve the Carry-forward functionality
- INTERFACE: New items can be created based on an existing record directly from the View Item page (see toolbar button).
- INTERFACE: easier to use Forgot Password form.
- INTERFACE: Site Settings page modified (consolidated security tab)
- INTERFACE: improved carry-forward functionality.
- PERFORMANCE: Improved page loading times and rendering of large record counts.
- PERFORMANCE: Improved load times for larger dropdown lists.
- PERFORMANCE: improved Date/calendar load times
- SEARCHING: Ability to group search results by dragging a column header to the grouping panel (try it, useful and very neat!)
- SEARCHING: Quick Search can now be set to a lookup field; the system will use a wild search on Lookup Values for the assigned lookup category. e.g. entering "computer" (without wild card characters) would find any lookup value that contains the word "computer", such as "Portable computer" and "computer disk"
- SEARCHING: Date field on SearchByValue page now allows for partial SNF combination search values...
 - e.g. to search by year 2001, use cursor within field to skip the month and day parts and enter 2001 in the year part
 - e.g. to search by month of March, enter 03 in the field (field will look like "03/___/____" after tabbing away from it)

eDocs & Imaging Module:

Description: Webview 6.0 not only allows for the viewing of digital images and electronic documents, but now users can add and upload electronic documents as well.

- The new document upload feature allows documents to be uploaded one-at-a-time or in batch
- System administrators can set limits on the types and size of documents that they allow users to upload and add



Key Benefit: WebView users have always enjoyed the convenience and time savings of viewing and printing electronic documents and images; but now that the ability to link and upload these documents is even easier to provide to a wider audience, eDocs is all the more powerful as a tool for managing these crucial assets.

- EDOCS: Multi-file upload capability
- EDOCS: improved naming controls

Worklist:

Description: Just like FileOnQ Desktop users, WebView users can now automatically create worklists for new items they've entered in order to streamline the printing of barcode labels or reports. They can also (like FileOnQ Desktop users) create worklists from query results for common actions (printing labels or reports, requesting, etc) they wish to perform on an otherwise disparate group of records. In fact, a user's worklists are available to them regardless whether they are logged into WebView or the Desktop.

Key Benefit: The new Worklist functionality within WebView works hand-in-hand with the new adding, editing, and label and report printing features to make performing these various functions easy as 1-2-3.

- New dropdown on the Worklist, Search Results pages that lists Crystal Query Reports and enables running them on selected items
- Added a new toolbar button to the "Worklist" page to allow clearing the currently viewed worklist.
- New Worklist added (New Items), viewable from the Worklist page and used when new items are added
- Search Results pages that lists Crystal Query Reports and enables running them on selected items

Reports:

Description: WebView now provides the ability to run and print out all of your custom reports (Crystal reports) that have been added and are available through the Desktop Client. Furthermore, it does so in an intelligent way so that the reports menu only shows query reports (that run against the results of a query) after you've performed a query. And reports with fixed or prompted parameters display only when appropriate for them to run.

Key Benefit: With the ability to run reports WebView users can now not only view records, but run and print the report. These reports contain the essential information they need to capture and organize in order for them to effectively perform their roles within an organization.

- PRINT/REPORT: Print the same reports you are used to in the Desktop application. Query-based reports (reports based on the results of a search/query) can be accessed from the toolbar of any search results page and from the Worklist page. General reports (those not based on a query) are accessible from the top "Reports" menu. PRINT/REPORT: Reports menu that displays all non-query Crystal reports
- PRINT/REPORT: Print Crystal Reports

Labels:

Description: WebView now provides the ability to print barcode labels for new or existing records within the system – one-at-a-time or in batch. Multiple label designs can be utilized if needed.



Key Benefit: With the ability to add or edit records within WebView, printing barcode labels provides a complete solution for the creating of new, trackable items for an even larger, and perhaps remote, user base.

- ADMIN: install and update packages now include the barcode font required to print labels
- ADMIN: New option added in the "Site Settings" section that allows Administrator/installer to set the default barcode design.

Other Features and Enhancements Included:

- ADMIN: Ability to specify the location and name of the applications list file (default is ServerProfiles.xml) via the web.config application settings "serverprofilesfilename" and "serverprofilesrelativepath". This would allow two WebView applications to run on the same site but use different application lists.
- ADMIN: Improved Record Filtering Security

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Single Sign-On Access for FileOnQ Users...

Active Directory users can now have access to their approved FileOnQ applications using their Windows login... No additional login required!



FileOnQ Active Directory Integration - Centralized Security & Administration

Streamlined, secure and versatile single sign-on access for FileOnQ Users...

Details: Active Directory Integration provides AD-based authentication and authorization facilities within the FileOnQ suite of applications. Administrators are able to authorize groups of users for application access, and grant specific roles and permissions within applications. Active Directory Integration can be configured to either automatically authenticate/authorize the current domain user – authenticated on a computer – without prompting for credentials, or can be configured to always prompt for the credentials. This can be useful on shared common-area

computers, or when security policies require it.

Key Benefits: There are many benefits to enabling AD integration; central user/group management and central password management policy. Practical day-to-day benefits include less passwords for users to remember, no password reset work for the FileOnQ supervisors and no need to separately add new users to the FileOnQ security system. Active Directory ensures accurate group membership and provides advanced authentication methods to keep a company's corporate network secure.

Ultimately, the FileOnQ Active Directory Portal reduces the load on IT

Features & Benefits

Single Sign-on Access

Reduced IT Resources

Versatile IT Management Options

Streamlined User Deployment

1.800.603.6802

sales@fileonq.com

resources, and getting employees up and running easily according to their job functions/roles and need for information.

ONQ CUSTOMER REVIEW San Antonio Police Department



"We feel FileOnQ's Active Directly integration is a valuable and significant improvement for accessing FileOnQ applications. No longer will users have to remember multiple usernames and passwords to login into their FileOnQ applications. The benefits of single sign-on access is a huge step forward for FileOnQ users and will greatly reduce frustration and resources for everyone involved..."

Darrell Allen - Property Room Supervisor - San Antonio, TX



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: Lori Clyde/85404295

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE MODIFICATION NO. 8 TO CONTRACT NO. 4400000762 (H.T.E. CONTRACT NO. PS090255LC), LABYRINTH SOLUTIONS, INC. (LSI), FOR BEFIT IMPLEMENTATION SERVICES.

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

The purpose of this modification is to procure SAP training services in the amount of \$100,000 for SAP delivered training. This covers the remainder of SAP training services budgeted for Phase 1 and Phase 2 of the BEFIT project. The SAP training costs of \$463,000 was part of the Best and Final Offer in the selection of the implementation vendor but was not part of the implementation contract. The services are procured as a training card with a thirty-six month validity period from the date of issuance.

This is part of the of the overall BEFIT project budget approved by Commissioners' Court on 12-7-2010. The Auditor's Office recommends the procurement of this training card and associated SAP training services in order for Travis County to be successful in supporting and maintaining the SAP systems and applications at the end of the implementation contract in early 2013.

The cost of this modification is \$100,000.00.

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

➤ **Contract Modification Information:**

Modification Amount: \$100,000.00

Modification Type: Training

Modification Period: Beginning October 9, 2012

➤ **Funding Information:**

SAP Shopping Cart #: 1000012075

Comments:

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX 78767
(512) 854-9125
FAX: (512) 854-9164

TO: Cyd Grimes, Purchasing Agent DATE: September 28, 2012

FROM: Christina Adair, County Auditor's Office

SUBJECT: Approval of Modification to Contract PS090255LC BEFIT
Implementation Services with Labyrinth Solutions, Inc.

**Proposed Motion: Approve contract modification to PS090255LC BEFIT
Implementation Services with Labyrinth Solutions, Inc in the amount of \$100,000**

Purpose: The purpose of this modification is to procure SAP training services in the amount of \$100,000 for SAP delivered training. This covers the remainder of SAP training services budgeted for Phase 1 and Phase 2 of the BEFIT project. The SAP training costs of \$463,000 was part of the Best and Final Offer in the selection of the implementation vendor but was not part of the implementation contract. The services are procured as a training card with a thirty-six month validity period from the date of issuance.

Budgetary and Fiscal Impact: The funds for this contract modification are pre-encumbered as part of shopping cart 1000012075. This is part of the of the overall BEFIT project budget approved by Commissioners' Court on 12-7-2010. We support the procurement of this training card and associated SAP training services in order for Travis County to be successful in supporting and maintaining the SAP systems and applications at the end of the contract on-site implementation services in early 2013.

The funding source is:

Fund	Fund Center	Amount
0001-General Fund	1060020001 - Co Auditor BEFIT-GF	\$100,000

cc: Nicki Riley, County Auditor
Jose Palacios, Chief Assistant County Auditor
Lori Clyde, Purchasing Office
Barbara Wilson, County Attorney's Office
William Derryberry, PBO

MODIFICATION OF CONTRACT NUMBER: 4400000762 (PS090255LC) BEFIT Implementation Services**PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL NO: (512) 854-9700 FAX NO: (512) 854-985	DATE PREPARED: September 28, 2012
ISSUED TO: Labyrinth Solutions, Inc. d/b/a LSI Consulting 144 North Road, Suite 1000 Sudbury, MA 01776	MODIFICATION NO.: 8	EXECUTED DATE OF ORIGINAL CONTRACT: December 7, 2010
ORIGINAL CONTRACT TERM DATES: <u>December 7, 2010 through</u> <u>completions of warranty period</u>		CURRENT CONTRACT TERM DATES: <u>December 7, 2010 through</u> <u>completions of warranty period</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 8,887,811.00Current Modified Amount \$ 8,679,998.00

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

The above contract is modified to add a SAP Training Card in the amount of \$100,000.00.

Note to Vendor:

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

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

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



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By: Melinda Mallia **Phone #:** 854-4460

Division Director/Manager: Jon White, TNR-NREQ

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

Sponsoring Court Member: Commissioner Huber, Precinct Three
Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on a request from the City of Austin to share costs to hire a consultant for preparation of a regional Community Wildfire Protection Plan in coordination with the Joint Wildfire Task Force.

BACKGROUND/SUMMARY OF REQUEST:

The City of Austin requests Travis County's participation and co/sponsorship in hiring a consultant to develop a regional Community Wildfire Protection Plan (CWPP). The Consultant will be responsible for updating parcel data, conducting a county-wide risk assessment, and identifying best management practices for mitigating wildfire in Central Texas ecosystems. The CWPP will be a multijurisdictional plan that provides data needed by local neighborhoods, cities, and emergency service districts in Travis County for preparing local CWPPs, scaled to the community or neighborhood level.

The regional CWPP is recommended by the Joint Wildfire Task Force (JWTF) as an important means of reducing risks, loss of life and loss of property from wildfire. The JWTF is a county-wide group of local, state and federal stakeholders formed after the Labor Day Fires of 2011 to address community needs for wildfire prevention, suppression, mitigation and recovery in the Austin/Travis County area.

Members of the JWTF will serve as a resource and review panel for the CWPP, including the following jurisdictions:

City of Austin (COA)

- Austin Fire Department (AFD)
- Homeland Security and Emergency Services (HSEM)
- Watershed Protection

Travis County

- Emergency Services (ES)
- Transportation and Natural Resources (TNR)

Emergency Service Districts

City of Lakeway

Texas Forest Service
 US Fish and Wildlife Service

STAFF RECOMMENDATIONS:

TNR recommends approval of a county commitment to fund 50% of the CWPP cost, with a maximum county share of \$100,000.

ISSUES AND OPPORTUNITIES:

A JWTF subcommittee developed a Request for Proposals (RFP) and distributed the draft document to members of the Prevention/Mitigation Committee for review and comment. The city is prepared to issue the final RFP soon after an affirmative vote is made by the Commissioner's Court approving a cost share. An Interlocal Agreement with the City will be drafted and brought to the Commissioners' Court for approval at a future date.

FISCAL IMPACT AND SOURCE OF FUNDING:

The total cost for the plan is estimated to be \$150,000 to \$200,000. The City of Austin has approved \$100,000 for the CWPP from the Austin Fire Department and Wildlands Conservation Division budgets.

TNR and ES propose funding the county's \$100,000 match from the following sources:

\$30,000	EMS Department	funds reservation #300000314
\$43,550	TNR Environmental Quality	funds reservation #300000326
\$26,450	TNR BCP	funds reservation #300000326

The \$43,550 from TNR Environmental Quality is FY 2012 savings from the floodplain buyout software project. This donated software from Harris County is being modified/programmed in-house rather than by a software contractor.

ATTACHMENTS/EXHIBITS:

NA

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Danny Hobby	Executive Manager	Emergency Svcs	854-9367
Jon White	Division Director, NREQ	TNR	854-7212

CC:

Diana Ramirez	Budget Analyst	TNR	854-9694
Thomas Weber	EQ Program Manager	TNR	854-4629
Rose Farmer	NR Program Manager	TNR	854-7214
Pete Baldwin	EM Coordinator	Emergency Svcs	974-0472

: :
0801 - NREQ - 0811



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By: Sarah Sumner **Phone #:** 854-7687

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests for McCormick Mountain Phase 1 in Precinct Three:

- A) A plat for recording: McCormick Mountain Phase 1 Final Plat (Short Form Final Plat - 18 single family lots - 12.32 acres - Watumba Road - City of Austin 2 Mile ETJ); and
- B) A Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of 18 single family lots on 12.32 acres located on Watumba Road. There is a private driveway proposed with this plat. Water service will be provided by WCID 17 and wastewater will be provided by on-site septic facilities. Fiscal has been posted with the City of Austin and parkland fees have been grandfathered. The Construction Agreement is for the private driveway improvements as it will serve more than 3 residences.

STAFF RECOMMENDATIONS:

As this final plat application meets all Travis County requirements and has been approved by the City of Austin, TNR staff recommends the approval of the final plat.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

Location Map, Proposed Plat, Construction Agreement, Precinct Map

REQUIRED AUTHORIZATIONS:

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

Anna Bowlin	Division Director	TNR	854-7561

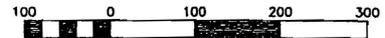
CC:

Sarah Sumner	Planner	TNR	854-7687
Don Perryman	Planner	City of Austin	974-2786

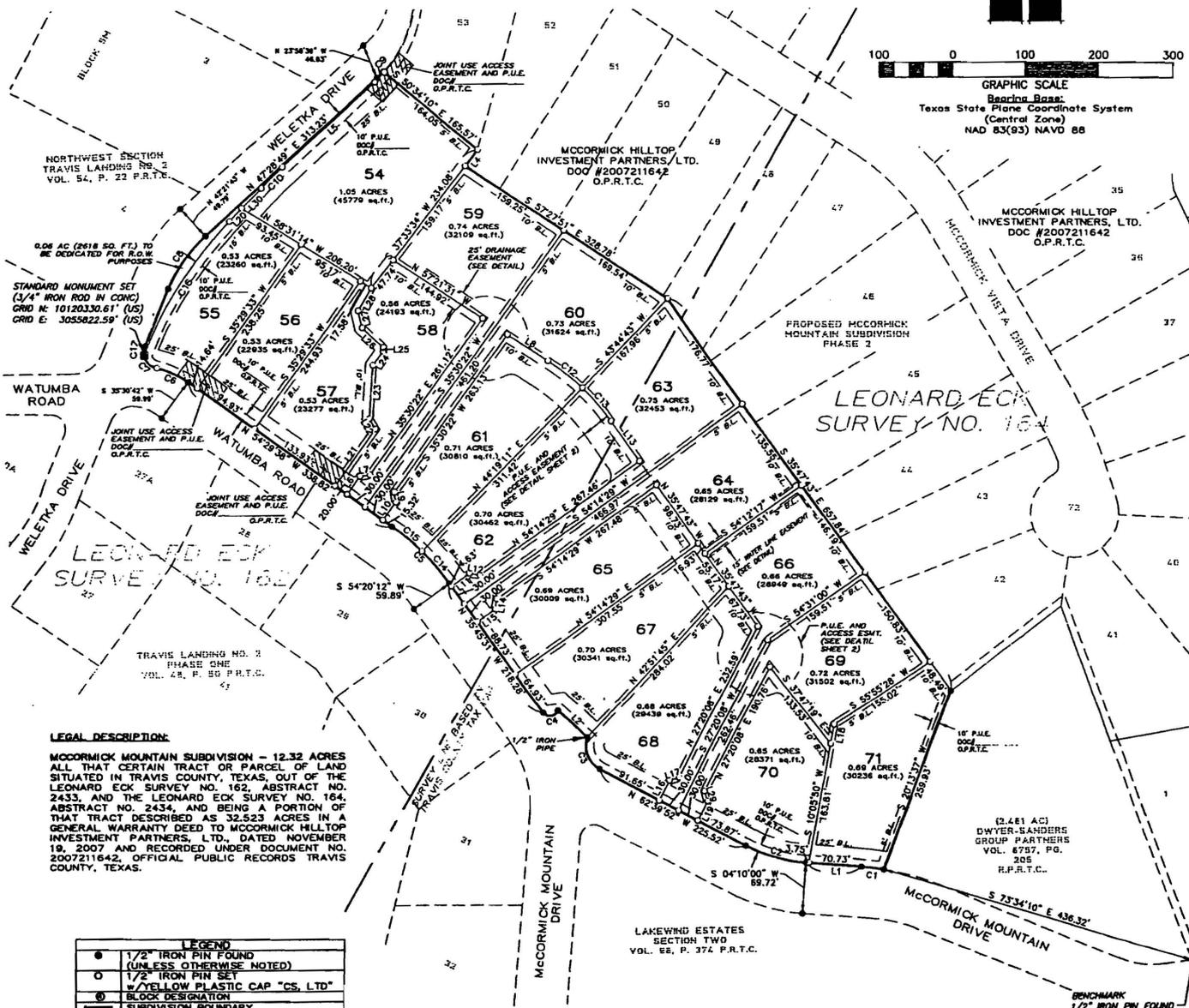
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1101 - Development Svs- McCormick 1 Final Plat

FINAL PLAT OF McCORMICK MOUNTAIN SUBDIVISION, PHASE 1

12.32 ACRES OUT OF THE LEONARD ECK SURVEY No.162, ABSTRACT No. 2433 & THE
LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS



GRAPHIC SCALE
Reading Base:
Texas State Plane Coordinate System
(Central Zone)
NAD 83(93) NAVD 88



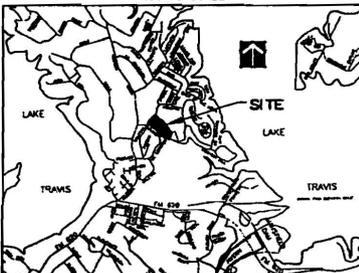
LEGAL DESCRIPTION:

MCCORMICK MOUNTAIN SUBDIVISION - 12.32 ACRES ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE LEONARD ECK SURVEY NO. 162, ABSTRACT NO. 2433, AND THE LEONARD ECK SURVEY NO. 164, ABSTRACT NO. 2434, AND BEING A PORTION OF THAT TRACT DESCRIBED AS 32.523 ACRES IN A GENERAL WARRANTY DEED TO MCCORMICK HILLTOP INVESTMENT PARTNERS LTD., DATED NOVEMBER 19, 2007 AND RECORDED UNDER DOCUMENT NO. 2007211642, OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS.

LEGEND

●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
○	YELLOW PLASTIC CAP "CS, LTD"
⊙	BLOCK DESIGNATION
—	SUBDIVISION BOUNDARY
—	LOT LINE BOUNDARY
BL	BUILD LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.T.C.	PLAT RECORDS TRAVIS CO.
R.P.R.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

SITE MAP
NOT TO SCALE



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 85°43'29" W	74.48'
L2	N 47°14'51" W	55.13'
L3	N 21°39'26" E	82.65'
L4	S 37°13'24" W	27.17'
L5	N 47°31'02" E	158.63'
L6	N 35°30'22" E	30.00'
L7	N 80°30'22" E	14.14'
L8	N 57°21'31" W	65.34'
L9	S 09°29'38" E	14.14'
L10	S 35°30'22" W	30.00'
L11	N 54°12'29" E	30.00'
L12	S 80°45'31" E	14.14'
L13	N 35°47'43" W	66.22'
L14	S 09°14'29" W	14.14'
L15	S 54°14'29" W	30.00'
L16	N 27°20'08" E	30.00'
L17	N 72°20'08" E	14.14'
L18	S 10°05'50" W	26.66'
L19	N 27°20'08" E	30.00'
L20	N 43°45'57" E	24.43'
L21	S 35°30'22" W	94.44'
L22	N 30°19'29" W	16.39'
L23	N 03°24'36" E	73.50'
L24	N 35°30'22" E	23.53'
L25	N 03°24'36" E	5.27'
L26	N 47°55'12" W	39.09'
L27	N 14°13'31" W	23.59'
L28	N 39°12'24" E	35.42'
L29	S 17°39'52" E	14.14'
L30	N 43°48'37" E	37.26'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	04°53'34"	351.08	29.98	29.97	N 83°09'12" W
C2	23°00'34"	210.67	84.80	84.04	N 74°08'25" W
C3	80°02'49"	35.40	49.58	45.65	N 22°19'58" W
C4	126°06'21"	11.42	25.14	20.36	S 81°03'30" W
C5	18°45'03"	337.90	110.58	110.09	N 45°11'27" W
C6	21°39'43"	122.17	46.18	45.91	N 65°24'53" W
C7	66°16'18"	22.21	25.69	24.28	N 44°33'40" W
C8	25°55'16"	192.31	87.00	86.28	N 34°29'50" E
C9	04°33'30"	151.66	12.07	12.06	N 45°10'31" E
C10	03°42'25"	620.00	40.11	40.11	N 45°39'50" E
C11	06°15'47"	170.00	18.58	18.57	N 44°23'08" E
C12	10°45'56"	320.00	60.13	60.04	N 51°56'33" E
C13	10°47'52"	320.00	60.31	60.22	N 41°11'39" W
C14	09°51'51"	337.90	56.17	56.10	N 40°44'51" W
C15	08°53'11"	337.80	52.41	52.36	N 50°07'23" W
C16	23°42'43"	510.19	213.96	212.44	N 31°57'16" E
C17	33°40'46"	22.21	13.06	12.87	N 05°24'52" E

BENCHMARK
1/2" IRON PIN FOUND
GRID N:10119507.19' (US)
GRID E:3057244.34' (US)
E:816.91'

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between McCormick Hilltop Investment Partners, LTD., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "McCormick Mountain Subdivision, Phase 1" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: McCormick Hilltop Investment Partners, LTD.
2207 Lake Austin Blvd. Austin, TX 78703

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: County Executive

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect

the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

County Judge

Date

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, by _____, in the capacity stated herein.

Signature of Notary

SUBDIVIDER:

McCormick Hilltop Investment Partners, LTD.
2207 Lake Austin Blvd. Austin, TX 78703

Charles S. Nichols Jr.
Charles S. Nichols Jr., President

3-22-12
Date

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 22 day of March ²⁰¹² by Charles S. Nichols, Jr., in the capacity stated herein.

Marilynn K. Anthenat
Signature of Notary



EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 1 of 4

12.316 ACRES – McCORMICK MOUNTAIN, PHASE I

All that certain tract or parcel of land situated in Travis County, Texas out of the Leonard Eck Survey Number 162, Abstract Number 2433 and the Leonard Eck Survey Number 164, Abstract Number 2434, being a portion of that tract described in a Warranty Deed to William O. Keyes dated September 6, 2000 and recorded as Document No. 2000145403 Official Public Records, Travis County, Texas and further described in the meets and bounds as follows:

Beginning at a 1/2" iron pin found in the north line of McCormick Mountain Drive and the south line of said Keyes tract for the southwest corner of that tract described as 2.481 acres in a Contribution Deed to Dwyer-Sanders Group Partners, dated August 17, 1984, and recorded in Volume 8757, Page 205, Real Property Records, Travis County, Texas and for the southeast corner of this tract;

THENCE: with the north line of McCormick Mountain Drive and the north line of Watumba Road and the south line of said Keyes tract and this tract in the following twelve (12) courses:

1. 29.98 feet along a curve to the left, concave to the south, ($\Delta=04^{\circ}53'34''$, $r=351.08$ feet, lc bears $N 83^{\circ}09'12'' W 29.97$ feet), to a 1/2" iron pin found,
2. $N 85^{\circ}43'29'' W 74.48$ feet to a 1/2" iron pin found,
3. 84.80 feet along a curve to the right, concave to the north, ($\Delta=23^{\circ}00'34''$, $r=210.67$ feet, lc bears $N 74^{\circ}06'25'' W 84.04$ feet), to a 1/2" iron pin found,
4. $N 62^{\circ}39'52'' W 225.52$ feet to a 1/2" iron pin found,
5. 49.58 feet along a curve to the right, concave to the northeast, ($\Delta=80^{\circ}02'49''$, $r=35.49$ feet, lc bears $N 22^{\circ}19'58'' W 45.65$ feet), to a 1/2" iron pipe found,
6. $N 47^{\circ}14'51'' W 55.13$ feet to a 1/2" iron pin found,
7. 25.14 feet along a curve to the left, concave to the north, ($\Delta=126^{\circ}06'21''$, $r=11.42$ feet, lc bears $S 81^{\circ}03'30'' W 20.36$ feet), to a 1/2" iron pin found,
8. $N 35^{\circ}45'31'' W 218.28$ feet to a 1/2" iron pin found,
9. 110.58 feet along a curve to the left, concave to the southwest, ($\Delta=18^{\circ}45'03''$, $r=337.90$ feet, lc bears $N 45^{\circ}11'27'' W 110.09$ feet), to a 1/2" iron pin found,
10. $N 54^{\circ}29'38'' W 338.82$ feet to a 1/2" iron pin found,
11. 46.19 feet along a curve to the left, concave to the southwest, ($\Delta=21^{\circ}39'43''$, $r=122.17$ feet, lc bears $N 65^{\circ}24'53'' W 45.91$ feet), to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
12. 38.74 feet along a curve to the right, concave to the northeast, ($\Delta=99^{\circ}57'03''$, $r=22.21$ feet, lc bears $N 27^{\circ}43'17'' W 34.02$ feet), to a 1/2" iron pin found in the east line of Weletka Drive for the southwest corner of this tract;

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 2 of 4

THENCE: with the east line of Weletka Drive and the west line of said Keyes tract and this tract in the following four (4) courses:

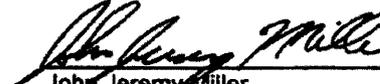
1. N 21°39'28" E 82.65 feet to a 1/2" iron pin found,
2. 86.98 feet along a curve to the right, concave to the southeast, ($\Delta=25^{\circ}30'58"$, $r=195.31$ feet, lc bears N 34°29'50" E 86.26 feet), to a 1/2" iron pin found,
3. N 47°28'49" E 313.23 feet to a 1/2" iron pin found,
4. 12.07 feet along a curve to the left, concave to the northwest, ($\Delta=04^{\circ}33'30"$, $r=151.66$ feet, lc bears N 45°10'31" E 12.06 feet), to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northwest corner of this tract;

THENCE: over and across said Keyes tract with the north line of this tract in the following five (5) courses:

1. S 50°34'10" E 165.57 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. S 37°33'34" W 27.17 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. S 57°27'51" E 328.78 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. S 35°47'43" E 657.84 feet to a 1/2" iron pin found,
5. S 20°13'37" W 259.93 feet to the point of Beginning and containing 12.316 acres (536,491 sq. ft.) of land within these metes and bounds.

Bearings cited hereon based on Grid North, Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96).

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

 10-03-07
John Jeremy Miller
Registered Professional Land Surveyor No. 5720



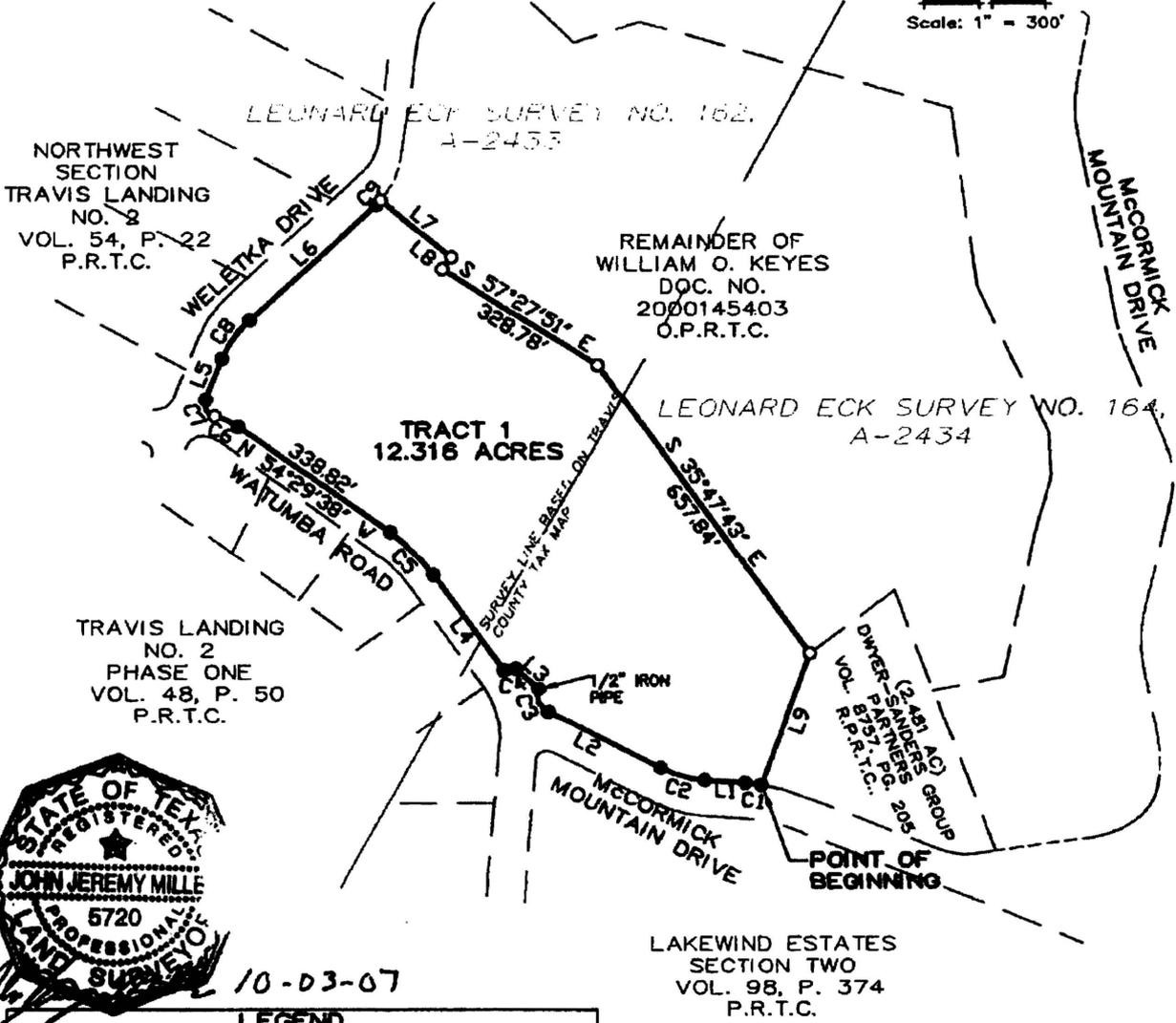
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EXHIBIT TO ACCOMPANY FIELD NOTES FOR
**12.316 ACRES OUT OF THE LEONARD ECK SURVEY
 No.162, ABSTRACT No. 2433 & THE LEONARD ECK
 SURVEY No. 164, ABSTRACT No. 2434,**
 TRAVIS COUNTY, TEXAS



Scale: 1" = 300'



LEGEND

●	1/2" IRON PIN FOUND
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.

FIELD NOTES ATTACHED



Castleberry Surveying, Ltd
 3613 Williams Drive, Suite 803 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
 www.castleberrysurveying.com

SHEET
3
 OF
4

DRAWING FILE: R:\2006_PROJECTS\60480_MCCORMICK_HILLS\DRAWINGS\TITLE\ PHASE_I_EXHIBIT_100307.DWG Oct 04, 2007 - 11:45 am BRETT

**EXHIBIT TO ACCOMPANY FIELD NOTES FOR
12.316 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
TRAVIS COUNTY, TEXAS**

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 85°43'29" W	74.48'
L2	N 62°39'52" W	225.52'
L3	N 47°14'51" W	55.13'
L4	N 35°45'31" W	218.28'
L5	N 21°39'28" E	82.65'
L6	N 47°28'49" E	313.23'
L7	S 50°34'10" E	165.57'
L8	S 37°33'34" W	27.17'
L9	S 20°13'37" W	259.93'



John Jeremy Miller
10-03-07

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	04°53'34"	351.08	29.98	29.97	N 83°09'12" W
C2	23°00'34"	210.67	84.80	84.04	N 74°06'25" W
C3	80°02'49"	35.49	49.58	45.65	N 22°19'58" W
C4	126°06'21"	11.42	25.14	20.36	S 81°03'30" W
C5	18°45'03"	337.90	110.58	110.09	N 45°11'27" W
C6	21°39'43"	122.17	46.19	45.91	N 65°24'53" W
C7	99°57'03"	22.21	38.74	34.02	N 27°43'17" W
C8	25°30'58"	195.31	86.98	86.26	N 34°29'50" E
C9	04°33'30"	151.66	12.07	12.06	N 45°10'31" E



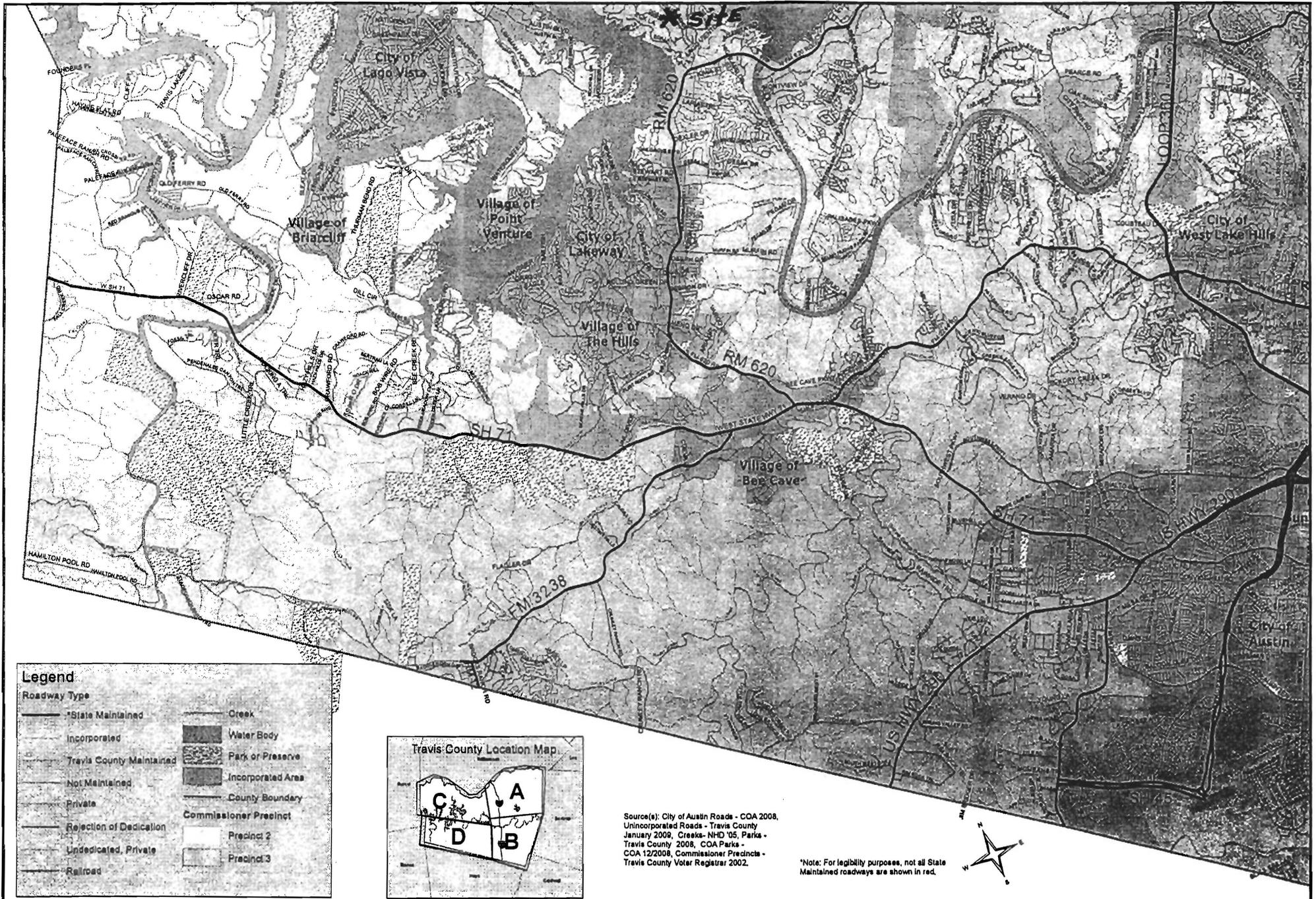
Castleberry Surveying, Ltd.
3813 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

SHEET

4
OF
4

After Recording Return to:

Development Services
Transportation and Natural Resources
Inter Office Mail



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map D

0 1
Miles

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009 <http://www.co.travis.tx.us/maps>



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By: Sarah Sumner **Phone #:** 854-7687

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests for McCormick Mountain Phase 2 in Precinct Three:

- A) A variance per Travis County Chapter 30-2-159 Private Streets;
- B) A plat for recording: McCormick Mountain Phase 2 Final Plat (Long Form Final Plat - 29 single family lots, one private street lot - 20.18 acres - Weletka Drive - City of Austin 2 Mile ETJ); and
- C) A Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of 29 single family lots and one private street lot on 20.18 acres located on Weletka Road. There is a private street proposed with this plat that meets the requirements set out in Travis County Chapter 30-2-159 Private Streets and is supported by staff and consistent with the preliminary plan approved by Commissioners Court on July 8, 2008. Water service will be provided by WCID 17 and wastewater will be provided by on-site septic facilities. Fiscal has been posted with the City of Austin and parkland fees have been grandfathered. The Construction Agreement is for the private street improvements.

STAFF RECOMMENDATIONS:

As this final plat application meets all Travis County requirements and has been approved by the City of Austin, TNR staff recommends the approval of the final plat.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

Location Map, Proposed Plat, Variance Request, Construction Agreement, Precinct Map

REQUIRED AUTHORIZATIONS:

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

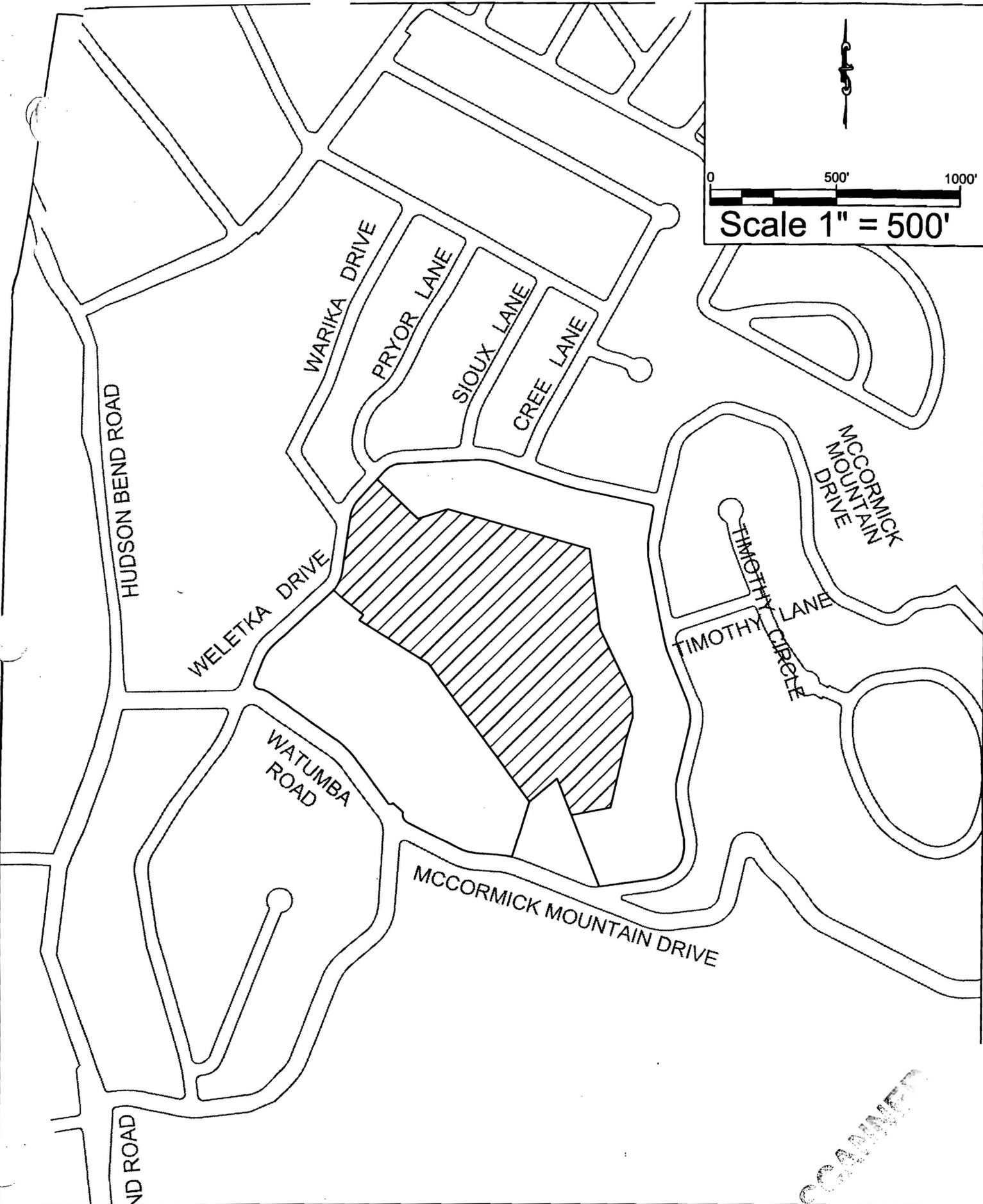
CC:

Sarah Sumner	Planner	TNR	854-7687
Don Perryman	Planner	City of Austin	974-2786

: :ss

1101 - Development Svs- McCormick 2 Final Plat

H:\Job\CTD (Central Texas Partnerships)\CTD 06131 (Travis Landing)\Exhibits & Photos\Location Maps Ph I and Ph II.dwg

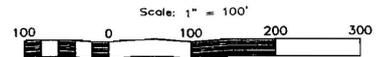


Site Location
McCormick Mountain Phase II

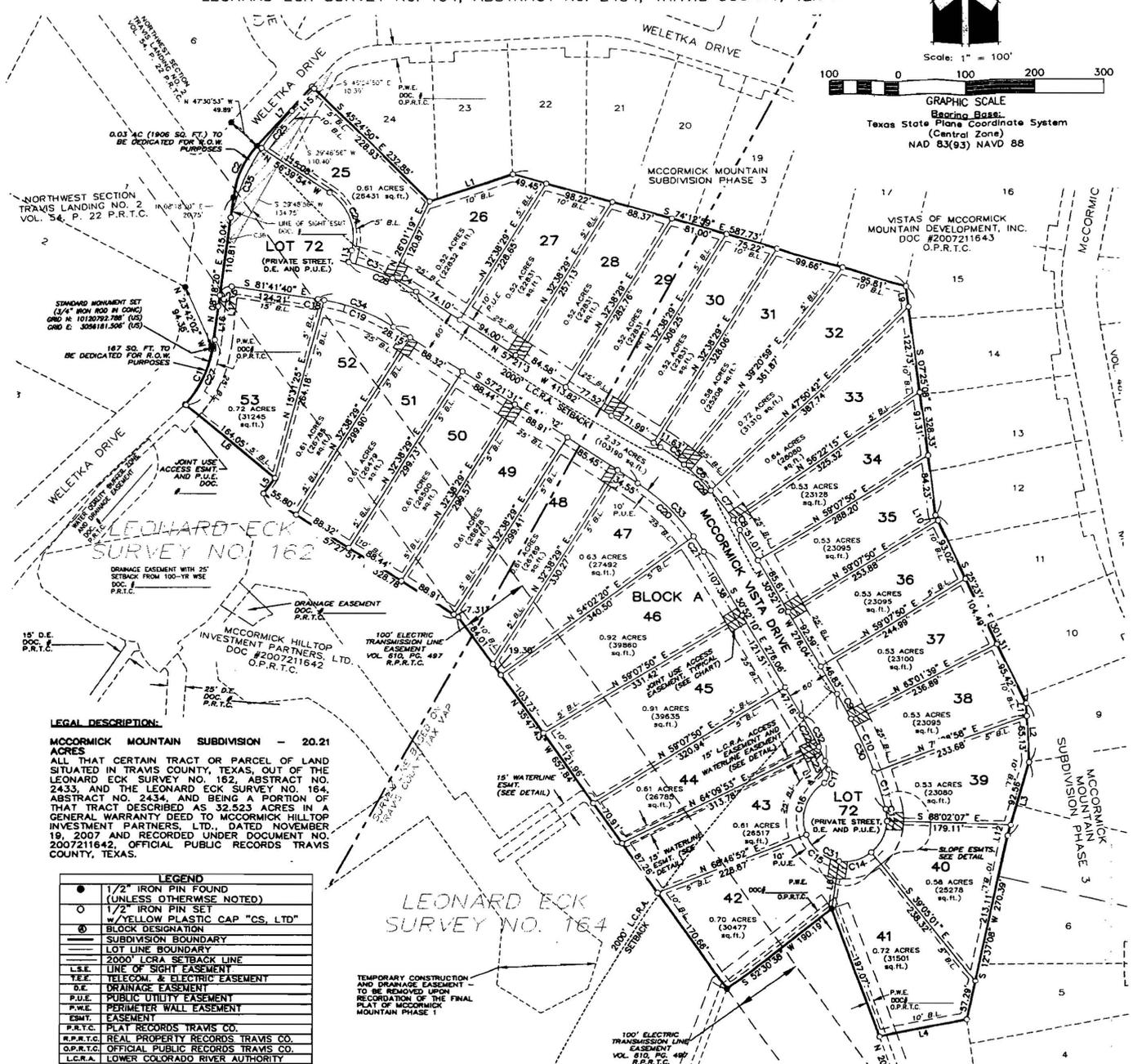
GARRETT-IHNEN
 CIVIL ENGINEERS

FINAL PLAT OF McCORMICK MOUNTAIN SUBDIVISION, PHASE 2

20.21 ACRES OUT OF THE LEONARD ECK SURVEY No.162, ABSTRACT No. 2433 & THE
LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS



GRAPHIC SCALE
 Bearing Base:
 Texas State Plane Coordinate System
 (Central Zone)
 NAD 83(93) NAVD 88

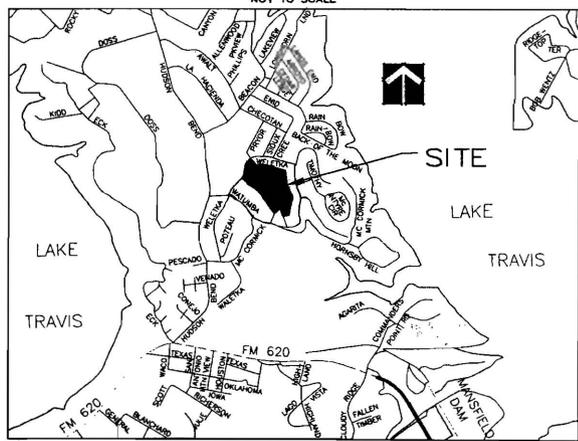


LEGAL DESCRIPTION:

MCCORMICK MOUNTAIN SUBDIVISION - 20.21 ACRES
 ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE LEONARD ECK SURVEY NO. 162, ABSTRACT NO. 2433, AND THE LEONARD ECK SURVEY NO. 164, ABSTRACT NO. 2434, AND BEING A PORTION OF THAT TRACT DESCRIBED AS 32.523 ACRES IN A GENERAL WARRANTY DEED TO MCCORMICK HILLTOP INVESTMENT PARTNERS, LTD., DATED NOVEMBER 19, 2007 AND RECORDED UNDER DOCUMENT NO. 2007211642, OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS.

LEGEND

- 1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON PIN SET
- ▲ YELLOW PLASTIC CAP "CS, LTD"
- ⊙ BLOCK DESIGNATION
- SUBDIVISION BOUNDARY
- LOT LINE BOUNDARY
- 2000' LORA SETBACK LINE
- L.S.E. LINE OF SIGHT EASEMENT
- T.E.E. TELECOM & ELECTRIC EASEMENT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.W.E. PERIMETER WALL EASEMENT
- E.S.M.T. EASEMENT
- P.R.T.C. PLAT RECORDS TRAVIS CO.
- R.P.R.T.C. REAL PROPERTY RECORDS TRAVIS CO.
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS CO.
- L.C.R.A. LOWER COLORADO RIVER AUTHORITY



JOINT USE ACCESS EASEMENT EXHIBITS TO BE FILED SEPARATELY

EASEMENT LOCATION	DOCUMENT NUMBER
LOTS 25 AND 26	
LOTS 27 AND 28	
LOTS 29 AND 30	
LOTS 31 AND 32	
LOTS 33 AND 34	
LOTS 35 AND 36	
LOTS 37 AND 38	
LOTS 39 AND 40	
LOTS 41 AND 42	
LOTS 43 AND 44	
LOTS 45 AND 46	
LOTS 47 AND 48	
LOTS 49 AND 50	
LOTS 51 AND 52	

BENCHMARK
 1/2" IRON PIN FOUND
 GRID N:10118507.19' (US)
 GRID E:3057244.34' (US)
 EL:81.91'

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between McCormick Hilltop Investment Partners, LTD., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "McCormick Mountain Subdivision, Phase 2" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. **Covenant, Restriction, and Condition.** In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. **Inspection and Approval.** The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. **Notice of Defect.** The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. **Performance Period Security Release.** Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. **Conditions to Draw on Security.** The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: McCormick Hilltop Investment Partners, LTD.
2207 Lake Austin Blvd. Austin, TX 78703

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin,
Texas 78767 Attn:
Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

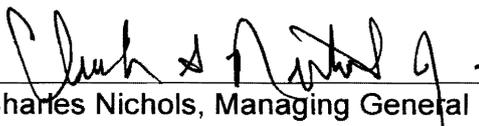
This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

McCormick Hilltop Investment Partners, LTD.
2207 Lake Austin Blvd. Austin, TX 78703

Samuel T. Biscoe, County Judge



Charles Nichols, Managing General Partner

Date: _____

Representative Date: May 5, 2012

ACKNOWLEDGEMENT

Travis County, Texas:
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 30 day of Mar, 2012, by CHARLIE S NICHOLS, JR., in the capacity stated herein.



Signature of Notary

Marilynn K Anthenat

Subdivider: STATE
OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, by _____, in the capacity stated herein.

Signature of Notary

After Approval Return to: Transportation
and Natural Resources
P.O. Box 1748 Attn:
Sarah Sumner Austin,
Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

FIELD NOTES

JOB No. 60480

MCCORMICK Mountain

DATE: October 3, 2007

Page: 1 of 4

20.206 ACRES - MCCORMICK MOUNTAIN, PHASE II

All that certain tract or parcel of land situated in Travis County, Texas out of the Leonard Eck Survey Number 162, Abstract Number 2433 and the Leonard Eck Survey Number 164, Abstract Number 2434, being a portion of that tract described in a Warranty Deed to William O. Keyes dated September 6, 2000 and recorded as Document No. 2000145403 Official Public Records, Travis County, Texas and further described by meets and bounds as follows:

BEGINNING at a 1/2" iron pin set for an angle point in the east line of that certain tract described in a Contribution Deed to Dwyer-Sanders Group Partners, dated August 17, 1984, and recorded in Volume 8757, Page 205, Real Property Records, Travis County, Texas and for the southern most corner of this tract, from which a 1/2 inch iron rod found for the southeast corner of said Dwyer tract bears S 20°11'55" E 317.66 feet;

THENCE with the north line of said Dwyer tract and the south line of said Keyes tract and this tract the following two (2) courses:

1. N 20°11'55" W 197.07 feet to a 1/2 inch iron pin found for the northeast corner of said Dwyer tract and for an interior ell corner of said Keyes tract and this tract,
2. S 52°30'38" W 190.19 feet to a 1/2 inch iron pin found for the northwest corner of said Dwyer tract,

THENCE over and across said Keyes tract with the south line of this tract the following five (5) courses:

1. N 35°46'50" W 349.87 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 35°48'43" W 307.96 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 57°27'51" W 328.78 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 37°33'34" E 27.17 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. N 50°34'10" W 165.57 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east margin of Weletka Drive and in the west line of said Keyes tract for the southwest corner of this tract;

THENCE with the east margin of Weletka Drive, and the west line of said Keyes tract and this tract the following four (4) courses:

1. 91.54 feet along a curve to the left concave to the west ($\Delta=34^{\circ}35'04"$, $r=151.66$ feet, lc bears N 25°36'14" E 90.16 feet to a 1/2 inch iron pin found,
2. N 08°18'20" E 215.04 feet to a 1/2 inch iron pin found,
3. 82.30 feet along a curve to the right concave to the east ($\Delta=34^{\circ}10'32"$, $r=137.97$ feet, lc bears N 25°17'56" E 81.08 feet to a 1/2 inch iron pin found,
4. N 42°28'29" E 115.24 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northern most corner of this tract;

FIELD NOTES
JOB No. 60480
MCCORMICK Mountain
DATE: October 3, 2007

Page: 2 of 4

THENCE over and across said Keyes tract the following nine (9) courses:

1. S 45°24'50" E 232.86 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 71°58'17" E 124.73 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. S 74°12'59" E 587.73 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. S 07°25'08" E 328.33 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. S 25°23'08" E 301.31 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. S 02°23'12" E 83.49 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
7. S 16°12'36" W 108.68 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 12°37'08" W 270.39 feet to a 1/2 inch iron pin with a yellow plastic cap inscribed "CS, LTD" set,
9. S 78°58'28" W 128.28 feet to the Point of Beginning and containing 20.206 acres (880,158 sq. ft) of land within these metes and bounds.

Bearings cited hereon based on Grid North, Texas state Plane Coordinate System, South Central Zone NAD 83 (CORS 96).

 10-03-07

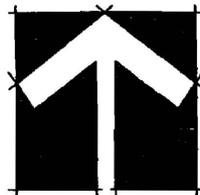
John Jeremy Miller
Registered Professional Land Surveyor No. 5720
Castleberry Surveying Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628



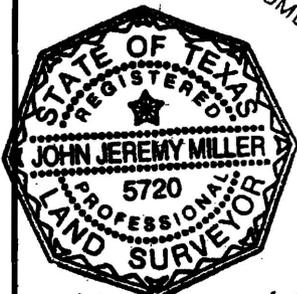
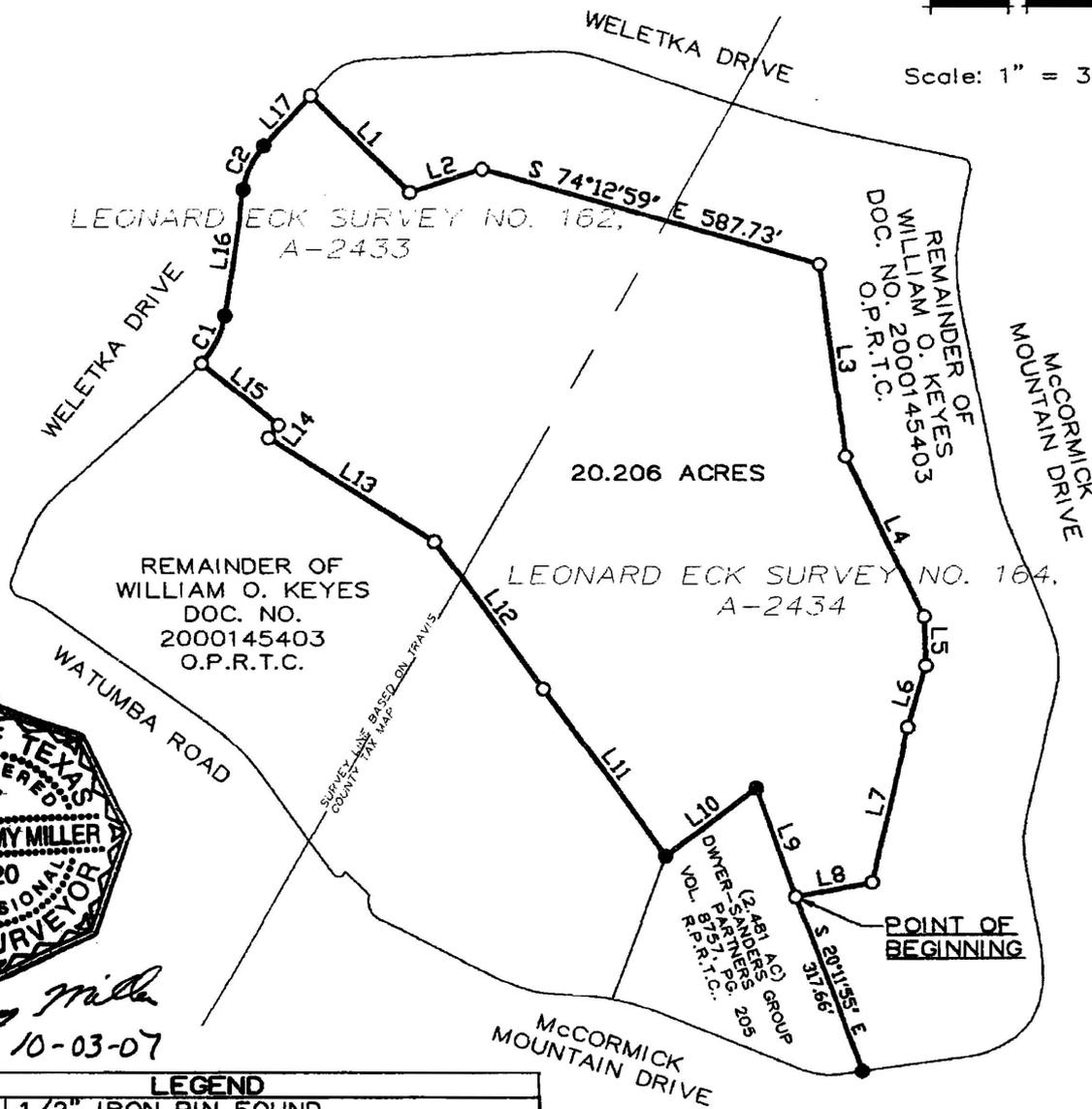
JJM/bab

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EXHIBIT TO ACCOMPANY FIELD NOTES FOR
 20.206 ACRES OUT OF THE LEONARD ECK SURVEY
 No.162, ABSTRACT No. 2433 & THE LEONARD ECK
 SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS



Scale: 1" = 300'



John Jeremy Miller
 10-03-07

LEGEND	
●	1/2" IRON PIN FOUND
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



Castleberry Surveying, Ltd.
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1800/(512) 930-9389 fax
 www.castleberrysurveying.com

SHEET
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 OF
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EXHIBIT TO ACCOMPANY FIELD NOTES FOR
**20.206 ACRES OUT OF THE LEONARD ECK SURVEY
 No.162, ABSTRACT No. 2433 & THE LEONARD ECK
 SURVEY No. 164, ABSTRACT No. 2434,**
 TRAVIS COUNTY, TEXAS

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 45°24'50" E	232.86'
L2	N 71°58'17" E	124.73'
L3	S 07°25'08" E	328.33'
L4	S 25°23'08" E	301.31'
L5	S 02°23'12" E	83.49'
L6	S 16°12'36" W	108.68'
L7	S 12°37'08" W	270.39'
L8	S 78°58'28" W	128.28'
L9	N 20°11'55" W	197.07'
L10	S 52°30'38" W	190.19'
L11	N 35°46'50" W	349.87'
L12	N 35°48'43" W	307.96'
L13	N 57°27'51" W	328.78'
L14	N 37°33'34" E	27.17'
L15	N 50°34'10" W	165.57'
L16	N 08°18'20" E	215.04'
L17	N 42°28'29" E	115.24'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	34°35'04"	151.66	91.54	90.16	N 25°36'14" E
C2	34°10'32"	137.97	82.30	81.08	N 25°17'56" E



John Jeremy Miller
10-03-07

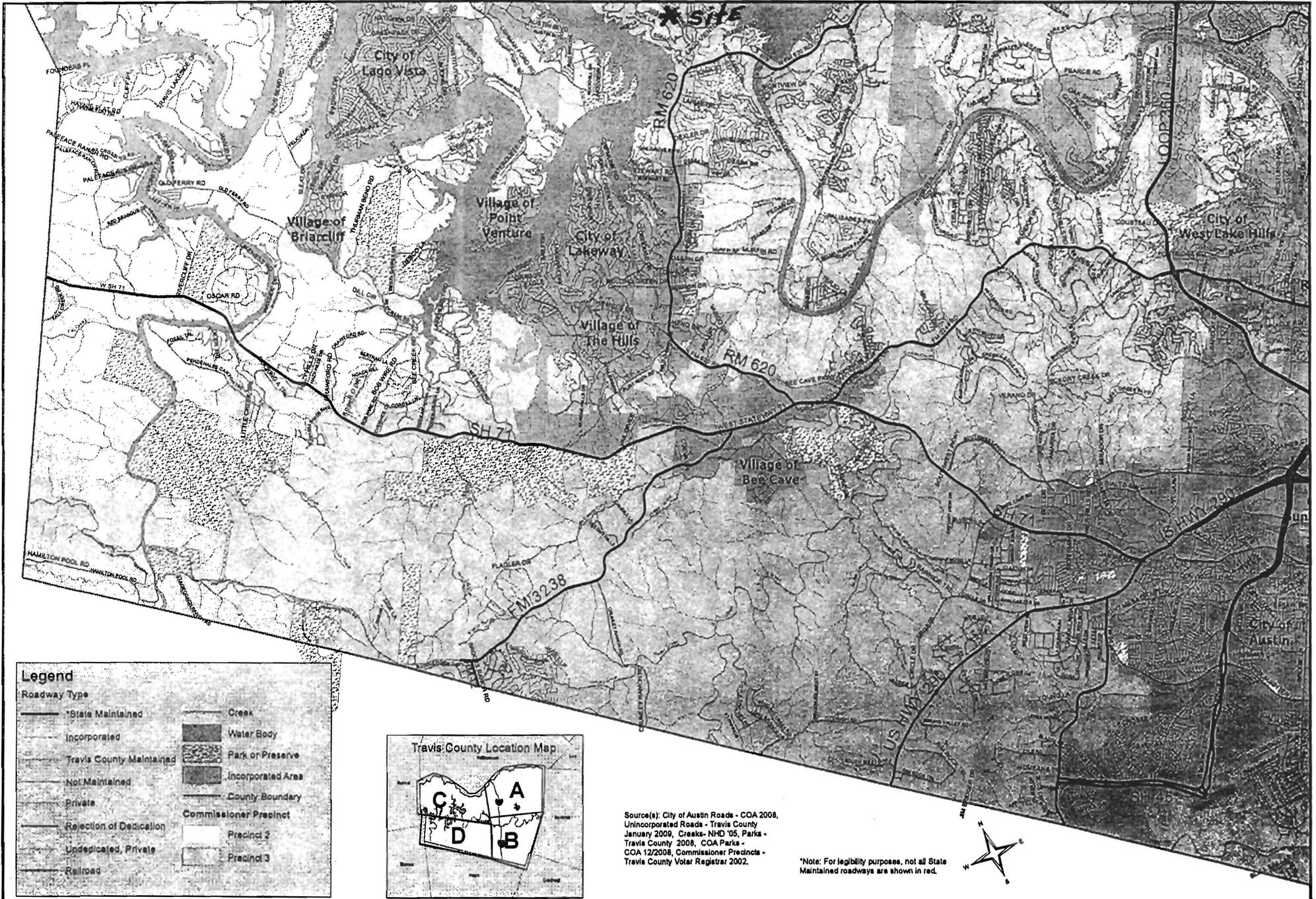


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SHEET

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OF
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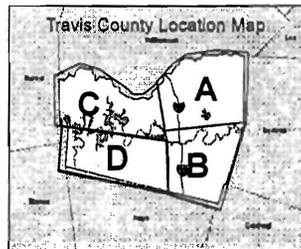


Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad

- Creek
- Water Body
- Park or Preserve
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct 2
- Precinct 3



Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009, Creeks- NHD '05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

*Note: For legibility purposes, not all State Maintained roadways are shown in red.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources, Date: 1/17/2009 <http://www.co.travis.tx.us/maps>



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By: Sarah Sumner **Phone #:** 854-7687

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

Department Head/Title: *Carol B. Ford for* Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests for McCormick Mountain Phase 3 in Precinct Three:

- A) A plat for recording: McCormick Mountain Phase 3 Final Plat (Short Form Final Plat - 24 single family lots - 13.01 acres - McCormick Mountain Drive - City of Austin 2 Mile ETJ); and
- B) A Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of 24 single family lots on 13.01 acres located on McCormick Mountain Drive. Water service will be provided by WCID 17 and wastewater will be provided by on-site septic facilities. Fiscal has been posted with the City of Austin and parkland fees have been grandfathered. The Construction Agreement is for the drainage improvements.

STAFF RECOMMENDATIONS:

As this final plat application meets all Travis County requirements and has been approved by the City of Austin, TNR staff recommends the approval of the final plat.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

Location Map, Proposed Plat, Construction Agreement, Precinct Map

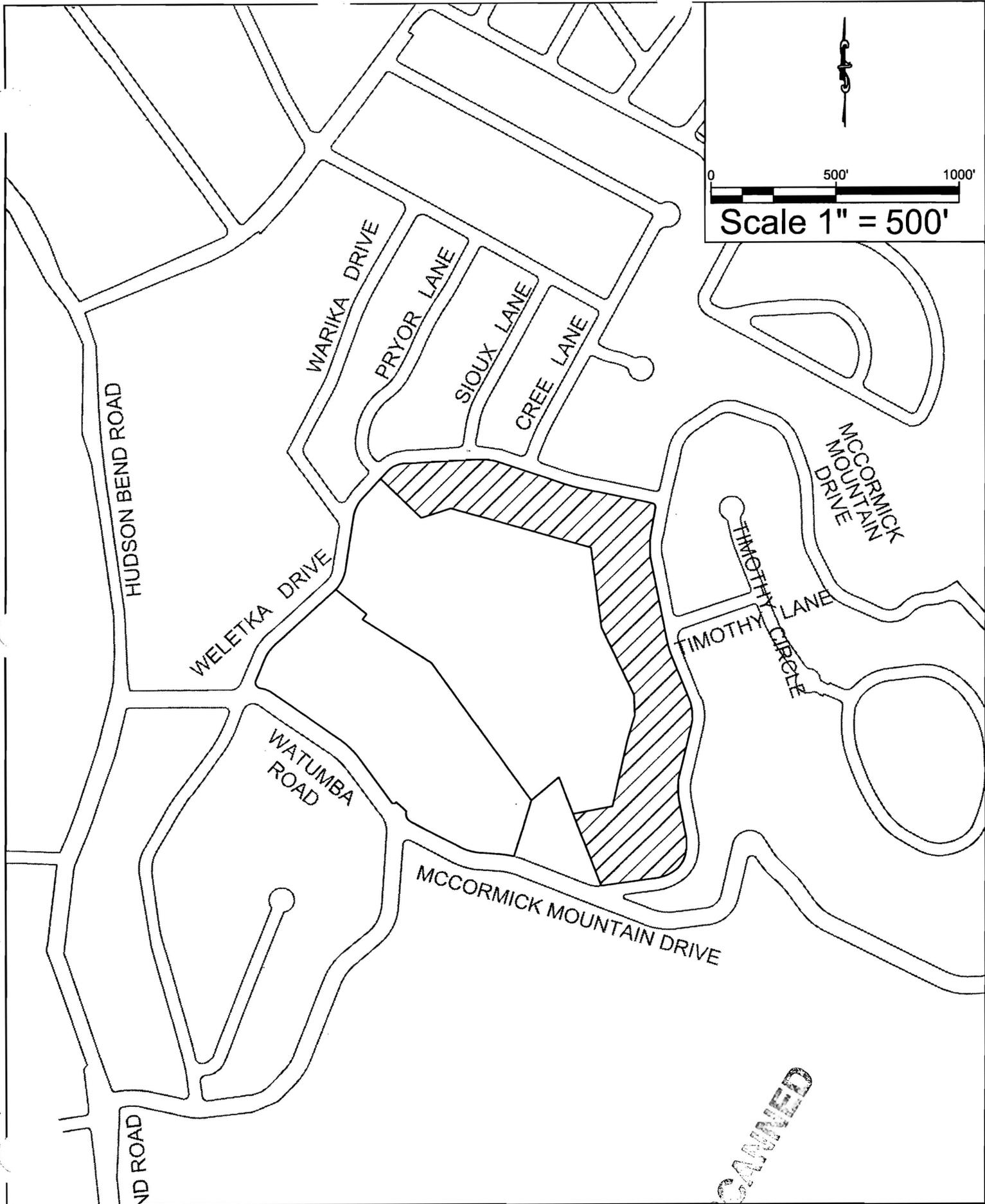
REQUIRED AUTHORIZATIONS:

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

CC:

Sarah Sumner	Planner	TNR	854-7687
Don Perryman	Planner	City of Austin	974-2786

: :ss
1101 - Development Svs- McCormick 3 Final Plat



Site Location
McCormick Mountain Phase III

GARRETT-IHNEN
 CIVIL ENGINEERS

SCANNED

FINAL PLAT OF McCORMICK MOUNTAIN SUBDIVISION, PHASE 3

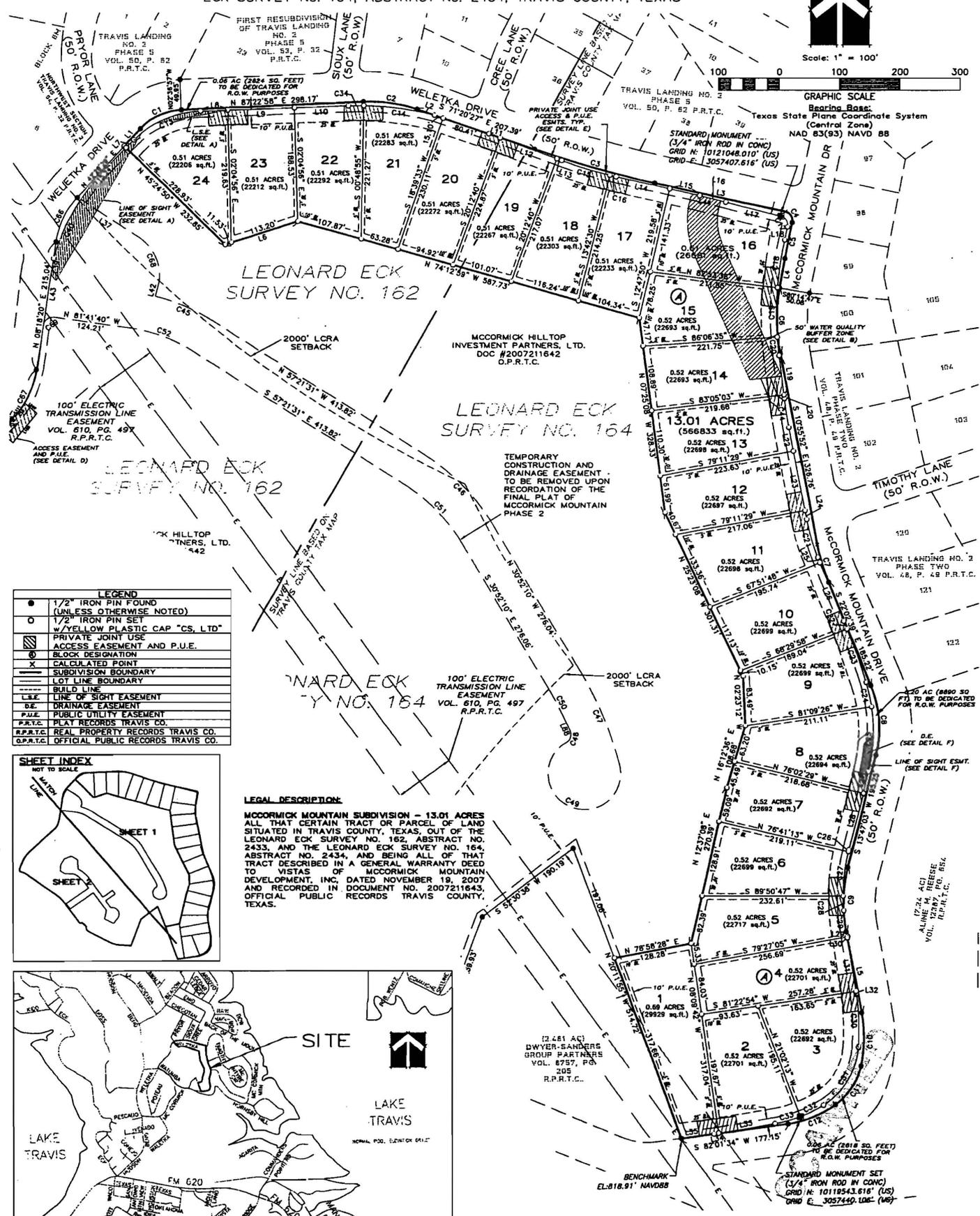
13.01 ACRES OUT OF THE LEONARD ECK SURVEY No.162, ABSTRACT No. 2433 & THE LEONARD ECK SURVEY No. 164, ABSTRACT No. 2434, TRAVIS COUNTY, TEXAS



Scale: 1" = 100'

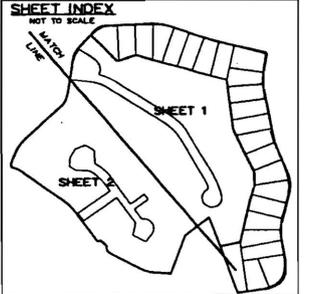


GRAPHIC SCALE
Bearing Base:
Texas State Plane Coordinate System
(Central Zone)
NAD 83(93) NAVD 88



LEGEND

●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET
○	YELLOW PLASTIC CAP "CS, LTD"
▨	PRIVATE JOINT USE ACCESS EASEMENT AND P.U.E.
▩	BLOCK DESIGNATION
×	CALCULATED POINT
---	SUBDIVISION BOUNDARY
---	LOT LINE BOUNDARY
---	BUILD LINE
---	LINE OF SIGHT EASEMENT
---	DRAINAGE EASEMENT
---	P.U.E. PUBLIC UTILITY EASEMENT
P.R.T.C.	PLAY RECORDS TRAVIS CO.
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



LEGAL DESCRIPTION:
McCORMICK MOUNTAIN SUBDIVISION - 13.01 ACRES ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE LEONARD ECK SURVEY NO. 162, ABSTRACT NO. 2433, AND THE LEONARD ECK SURVEY NO. 164, ABSTRACT NO. 2434, AND BEING ALL OF THAT TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO VISTAS OF McCORMICK MOUNTAIN DEVELOPMENT, INC. DATED NOVEMBER 19, 2007 AND RECORDED IN DOCUMENT NO. 2007211643, OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS.

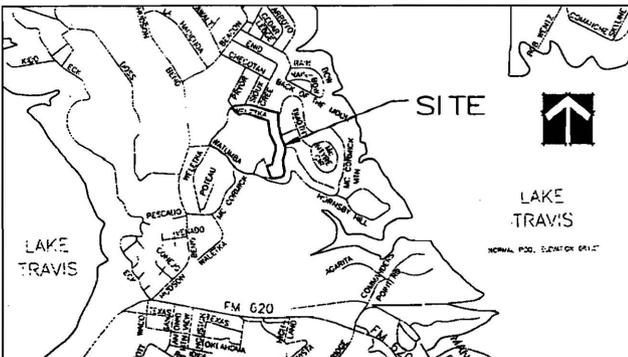


EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Vistas of McCormick Mountain Development, Inc., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "McCormick Mountain Subdivision, Phase 3" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Vistas of McCormick Mountain Development, Inc.
10810 Spicewood Parkway Austin, TX 78750

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: County Executive

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

County Judge

Date

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, by _____, in the capacity stated herein.

Signature of Notary

SUBDIVIDER:

Vistas of McCormick Mountain Development, Inc.
10810 Spicewood Parkway Austin, TX 78750

Michael W. Wilson
Michael W. Wilson, President

3-20-12
Date

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20th day of March, 2012, by Marilynn K. Anthenat, in the capacity stated herein.

Marilynn K. Anthenat
Signature of Notary



EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 1 of 4

13.013 ACRES – McCORMICK MOUNTAIN PHASE III

All that certain tract or parcel of land situated in Travis County, Texas out of the Leonard Eck Survey Number 162, Abstract Number 2433 and the Leonard Eck Survey Number 164, Abstract Number 2434, being a portion of that tract described in a Warranty Deed to William O. Keyes dated September 6, 2000 and recorded as Document No. 2000145403 Official Public Records, Travis County, Texas and further described by meets and bounds as follows:

BEGINNING at a 1/2" iron pin found in the north margin of McCormick Mountain Drive and in the south line of said Keyes tract for the southeast corner of that certain 2.481 acre tract described in a Contribution Deed to Dwyer-Sanders Group Partners, dated August 17, 1984, and recorded in Volume 8757, Page 205, Real Property Records, Travis County, Texas and for the southern most southwest corner of this tract;

THENCE: N 20°11'55" W 317.66 feet with the east line of said Dwyer-Sanders tract and with the west line of this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Dwyer-Sanders tract, for an exterior ell corner of this tract;

THENCE: over and across said Keyes tract with the west line of this tract the following nine (9) courses:

1. N 78°58'28" E 128.28 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. N 12°37'08" E 270.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. N 16°12'36" E 108.68 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. N 02°23'12" W 83.49 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. N 25°23'08" W 301.31 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. N 07°25'08" W 328.33 feet to a 1/2" iron on pin with a yellow plastic cap inscribed "CS, LTD" set,
7. N 74°12'59" W 587.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 71°58'17" W 124.73 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
9. N 45°24'50" W 232.86 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the south margin of Weletka Drive and in the north line of said Keyes tract for the northwest corner of this tract;

THENCE: with the south margin of Weletka Drive and the north line of said Keyes tract and this tract the following eight (8) courses:

1. N 42°29'17" E 39.24 feet to a 1/2" iron pin found;
2. 75.24 feet along a curve to the right concave to the south (D= 44°57'00", r= 95.91 feet, lc bears N 64°54'23" E 73.33 feet) to a 1/2" iron pin found;
3. N 87°22'58" E 298.17 feet to a 1/2" iron pin found;
4. 89.93 feet along a curve to the right concave to the south (D= 21°19'26", r=241.63 feet, lc bears S 82°02'37" E 89.41 feet) to a 1/2" iron pin found;
5. S 71°20'27" E 207.39 feet to a 1/2" iron pin found;
6. 206.40 feet along a curve to the left concave to the north (D= 06°09'58", r=1917.81 feet, lc bears S 74°12'13" E 206.30 feet) to a 1/2" iron pin found;
7. S 77°43'33" E 220.73 feet to a calculated point;

FIELD NOTES
JOB No. 60480
MCCORMICK MOUNTAIN
DATE: October 3, 2007

Page: 2 of 4

- 8. 23.57 feet along a curve to the right concave to the west (D= 90°01'38", r= 15.00 feet, lc bears S 32°29'14" E 21.22 feet) to a 1/2" iron pin found in the west margin of McCormick Mountain Drive for the northeast corner of said Keyes tract and this tract;

THENCE: with the west margin of McCormick Mountain Drive and the east line of said Keyes tract and this tract the following twelve (12) courses:

- 1. 61.04 feet along a curve to the left concave to the east (D= 02°41'38", r=1298.13 feet, lc bears S 11°08'31" W 61.03 feet to a 1/2" iron pin found;
- 2. S 09°53'44" W 49.86 feet to a 1/2" iron pin found;
- 3. 107.96 feet along a curve to the left concave to the east (D= 20°46'58", r= 297.64 feet, lc bears S 00°35'55" E 107.37 feet to a 1/2" iron pin found;
- 4. S 10°55'52" E 326.76 feet to a calculated point;
- 5. 65.51 feet along a curve to the left concave to the east (D= 11°01'51", r= 340.27 feet, lc bears S 16°29'40" E 65.41 feet to a 1/2" iron pin found;
- 6. S 22°02'39" E 185.22 feet to a 1/2" iron pin found;
- 7. 119.94 feet along a curve to the right concave to the west (D= 35°48'02", r= 191.95 feet, lc bears S 04°09'48" E 118.00 feet) to a 1/2" iron pin found;
- 8. S 13°47'03" W 195.25 feet to a 1/2" iron pin found;
- 9. 109.21 feet along a curve to the left concave to the east (D= 24°17'09", r= 257.64 feet, lc bears S 01°31'17" W 108.39 feet) to a 1/2" iron pin found;
- 10. S 10°31'44" E 137.96 feet to a 1/2" iron pin found;
- 11. 88.75 feet along a curve to the right concave to the west (D= 23°08'23", r= 219.76 feet, lc bears S 01°02'42" W 88.15 feet) to a 1/2" iron pin found;
- 12. 77.45 feet along a curve to the right concave to the west (D= 41°39'52", r= 106.51 feet, lc bears S 33°12'18" W 75.76 feet) to a 1/2" iron pin found for the southeast corner of said Keyes tract and this tract;

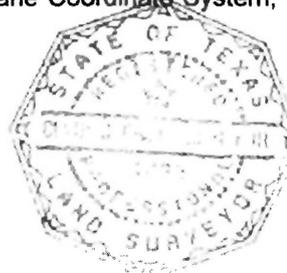
THENCE: with the north margin of McCormick Mountain Drive and the south line of said Keyes tract and this tract the following two (2) courses:

- 1. 85.68 feet along a curve to the right concave to the north (D= 28°09'30", r= 174.34 feet, lc bears S 67°59'15" W 84.82 feet) to a 1/2" iron pin found;
- 2. S 82°01'34" W 177.15 feet to the Point of Beginning and containing 13.013 acres (566,853 sq. ft.) of land within these metes and bounds.

Bearings cited hereon based on Grid North, Texas state Plane Coordinate System, South Central Zone NAD 83 (CORS 96).



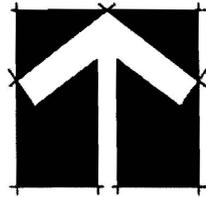
 Clyde C. Castleberry, Jr.
 Registered Professional Land Surveyor No. 4835
 Castleberry Surveying Ltd.
 3613 Williams Drive, Suite 903
 Georgetown, Texas 78628



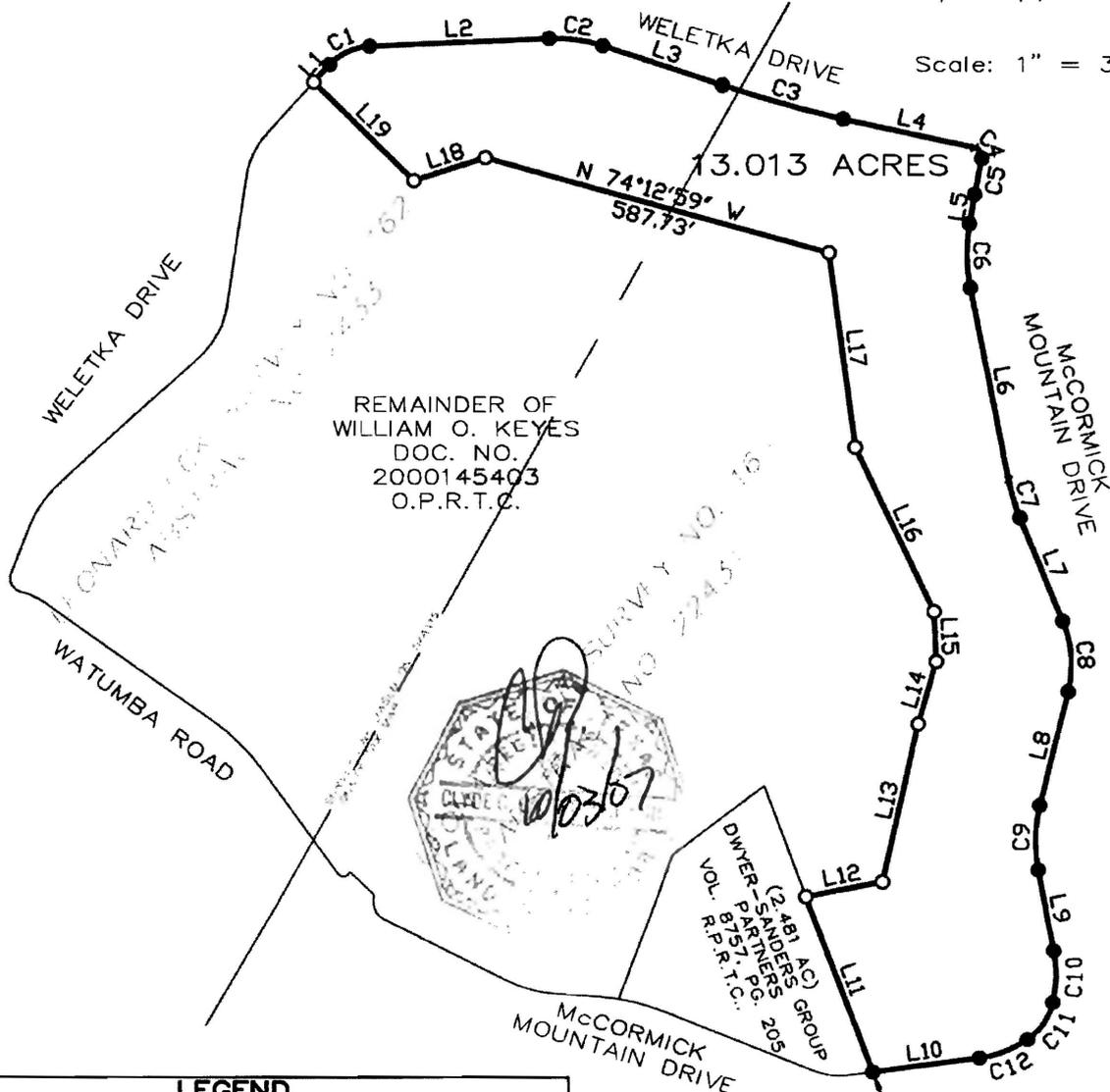
CCC/jrb/bab

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EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS



Scale: 1" = 300'



LEGEND	
●	1/2" IRON PIN FOUND
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
R.P.R.T.C.	REAL PROPERTY RECORDS TRAVIS CO.
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS CO.



Castleberry Surveying, Inc.
 3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
 www.castleberrysurveying.com

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EXHIBIT TO ACCOMPANY FIELD NOTES FOR
13.013 ACRES OUT OF THE LEONARD ECK SURVEY
No.162, ABSTRACT No. 2433 & THE LEONARD ECK
SURVEY No. 164, ABSTRACT No. 2434,
 TRAVIS COUNTY, TEXAS

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 42°29'17" E	39.24'
L2	N 87°22'58" E	298.17'
L3	S 71°20'27" E	207.39'
L4	S 77°43'33" E	220.73'
L5	S 09°53'44" W	49.86'
L6	S 10°55'52" E	326.76'
L7	S 22°02'39" E	185.22'
L8	S 13°47'03" W	195.25'
L9	S 10°31'44" E	137.96'
L10	S 82°01'34" W	177.15'
L11	N 20°11'55" W	317.66'
L12	N 78°58'28" E	128.28'
L13	N 12°37'08" E	270.39'
L14	N 16°12'36" E	108.68'
L15	N 02°23'12" W	83.49'
L16	N 25°23'08" W	301.31'
L17	N 07°25'08" W	328.33'
L18	S 71°58'17" W	124.73'
L19	N 45°24'50" W	232.86'



CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	44°57'00"	95.91	75.24	73.33	N 64°54'23" E
C2	21°19'26"	241.63	89.93	89.41	S 82°02'37" E
C3	06°09'58"	1917.81	206.40	206.30	S 74°12'13" E
C4	90°01'38"	15.00	23.57	21.22	S 32°29'14" E
C5	02°41'38"	1298.13	61.04	61.03	S 11°08'31" W
C6	20°46'58"	297.64	107.96	107.37	S 00°35'55" E
C7	11°01'51"	340.27	65.51	65.41	S 16°29'40" E
C8	35°48'02"	191.95	119.94	118.00	S 04°09'48" E
C9	24°17'09"	257.64	109.21	108.39	S 01°31'17" W
C10	23°08'23"	219.76	88.75	88.15	S 01°02'42" W
C11	41°39'52"	106.51	77.45	75.76	S 33°12'18" W
C12	28°09'30"	174.34	85.68	84.82	S 67°59'15" W



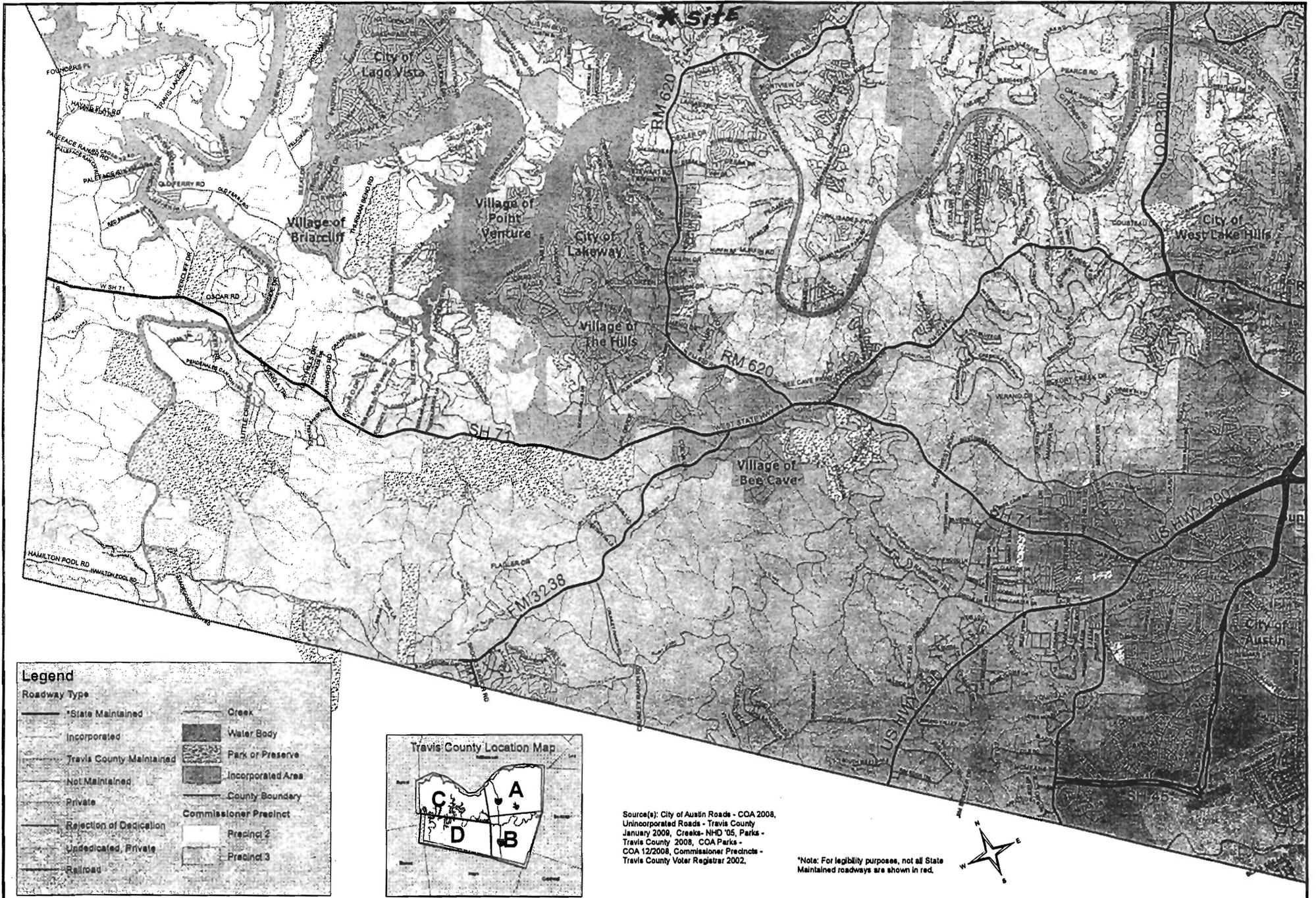
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

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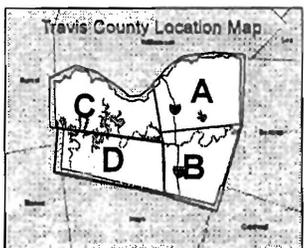
After Recording Return to:

Development Services
Transportation and Natural Resources
Inter Office Mail



Legend

Roadway Type	
State Maintained	Creek
Incorporated	Water Body
Travis County Maintained	Park or Preserve
Not Maintained	Incorporated Area
Private	County Boundary
Rejection of Dedication	Commissioner Precinct
Undedicated, Private	Precinct 2
Railroad	Precinct 3



Source(s): City of Austin Roads - COA 2008, Unincorporated Roads - Travis County January 2009, Creeks- NHD '05, Parks - Travis County 2008, COA Parks - COA 12/2008, Commissioner Precincts - Travis County Voter Registrar 2002.

*Note: For legibility purposes, not all State Maintained roadways are shown in red.



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Travis County Roadways, Map D

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 1/7/2009 <http://www.co.travis.tx.us/maps>



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

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

Division Director/Manager: Charles Bergh

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a request from Too Cool Racing, LLC, for a License Agreement to host a scavenger dash/race at Pace Bend Park.

BACKGROUND/SUMMARY OF REQUEST:

Too Cool Racing, LLC is requesting the use of Pace Bend Park on November 3, 2012, to host a scavenger dash/race (Backwoods Scavenger Dash). The Too Cool Racing, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Pace Bend Park. The races are to be confined to the primitive multi-use and mountain bike trails in the interior of Pace Bend Park. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ emergency medical staff to provide security, early hours fee collection and respond to emergency medical calls and to resolve any conflicts with regular park users.

The Backwoods Scavenger Dash is a half day event with several races occurring throughout the day. This will be the second year this event will be held at Pace Bend Park.

Race organizers anticipate that approximately 150 participants will take part in this year's event along with approximately 25-50 spectators.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

The races are scheduled to start at 12:00 (noon) and will conclude no later than 5:00 PM on Saturday, November 3, 2012. This time frame will not significantly impact

regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

By hosting sporting events in our parks, we are attracting new visitors to our recreation areas as well as building positive working relationships with the active outdoor organizations in the central Texas area.

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Licence Agreement
Special Event Checklist
Event Map
Copy of Insurance

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Chris Gilmore	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408
Robyn Cantor	Co Owner	Too Cool Racing, LLC	576-5388
Art Cook	Co Owner	Too Cool Racing, LLC	775-1503

CC:

Robert Armistead	Program Manager	Parks	854-9831
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951
Daniel Chapman	Chief Park Ranger	Parks	263-9114

: :
0101 - Administrative -

TRAVIS COUNTY PARKS Special Event Checklist

Event information needed

- **Location:** Travis County - Pace Bend Park
- **Name of event:** Backwoods Scavenger Dash
- **Date & Time of event:** November 3, 2012 from 11 am until approximately 5pm.
- **Event Type (complete description and history if applicable):** Off road trail run/scavenger hunt. 2nd year held at Pace Bend Park. Event will involve participants running from checkpoint to checkpoint and performing physical or mental tasks (i.e. push-ups, belly crawls, puzzles, etc.) Digging, tree climbing, alteration/disruption of landscape or other environmental resources are prohibited.
- **Sponsors:** Hammer, Runtex, Hops & Grain, Raw Revolution, Blue Star, Hi Tec, Backwoods
- **Licensee:** Too Cool Racing, LLC
- **Type of organization:** Adventure Race Company
- **Primary contact personnel:** Robyn Cantor
 - Title: Co Owner
 - Address: 1000 Lisa Dr., Austin, TX, 78733
 - Phone numbers: 512-576-5388
- **Secondary contact personnel:** Art cook
 - Title: Co Owner
 - Address: 606 Monaco Dr., Cedar Park, TX, 78613
 - Phone numbers: 512-775-1503
- **Insured by:** FRANCIS L. DEAN & ASSOCIATES, INC.
- **Holder of Insurance:** Too Cool Racing, LLC
- **Estimated number of participants:** 150
- **Estimated number of spectators:** 25
- **Proposed concessionaires/vendors:** No concessions will be present at this event.

Backwoods Scavenger Dash – 11/03/12
Travis County Parks Special Event Checklist

- **Special requests:** Post event party with beer and refreshments (participants must follow the “public display of alcohol consumption is prohibited” park rule).
- **Site visit date:** 08/20/12

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

- **Law enforcement required (if any):** No park rangers will be needed for this event since routine park operations will not be affected (i.e. direction of travel altered on roadway, diversion of traffic off of roadway, starting/finish line on roadway, traffic control at park entrance station.)
- **EMS coverage (must be TDSH certified) required (if any):** One Texas DSHS EMT will be onsite to provide any medical attention/treatment as needed.
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.):** Parking area will be located behind (east) of restroom 11 in a large open field. No volunteers, signage or barricades will be needed. Race parking will not alter or interfere with routine park operations.
- **Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.):** Race start/finish line will be located at the East Trailhead off of the paved road (Grisham Trail.) Race will be held within the interior of the park on the multipurpose trails and will not alter or interfere with routine park operations.
- **Additional portable restrooms required:** Not required.
- **Additional dumpsters required:** Not required.
- **Park fee collection issues:** Participants, including racers, event staff and spectators, will pay their own park entrance fees.
- **Public notices required (if any):** Public notice signs giving the name, date, and time of the event will be posted at the park entrance station and at the East Trailhead one week prior to the event.
- **License Agreement coordination:** Keith Rawlings, Pace Bend Park Supervisor. 512-264-3951.
- **Other items as necessary:** None at this time.

DATE (MM/DD/YY)
11/10/2011

PRODUCER
FOR SERVICE CALL:
FRANCIS L. DEAN & ASSOCIATES, INC.
1776 S. NAPERVILLE RD., BLDG. B
P.O. BOX 4200
WHEATON, IL 60189
(800) 745-2409
www.fdean.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A RIVERPORT INSURANCE COMPANY

COMPANY
B

COMPANY
C

COMPANY
D

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Too Cool Racing LLC.
1000 Lisa Drive
Austin, TX 78733 CERT. #AP151650-00

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	FLDG180411	1/21/2012	1/21/2013	GENERAL AGGREGATE	\$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 2,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire)	\$ 300,000.00
					MED EXP (Any one person)	\$ 5,000.00
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$
					EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
	OTHER					
	Total Certificate Premium:					\$637.50

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Trail Run Activities

CERTIFICATE HOLDER

Too Cool Racing LLC.
1000 Lisa Drive
Austin, TX 78733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

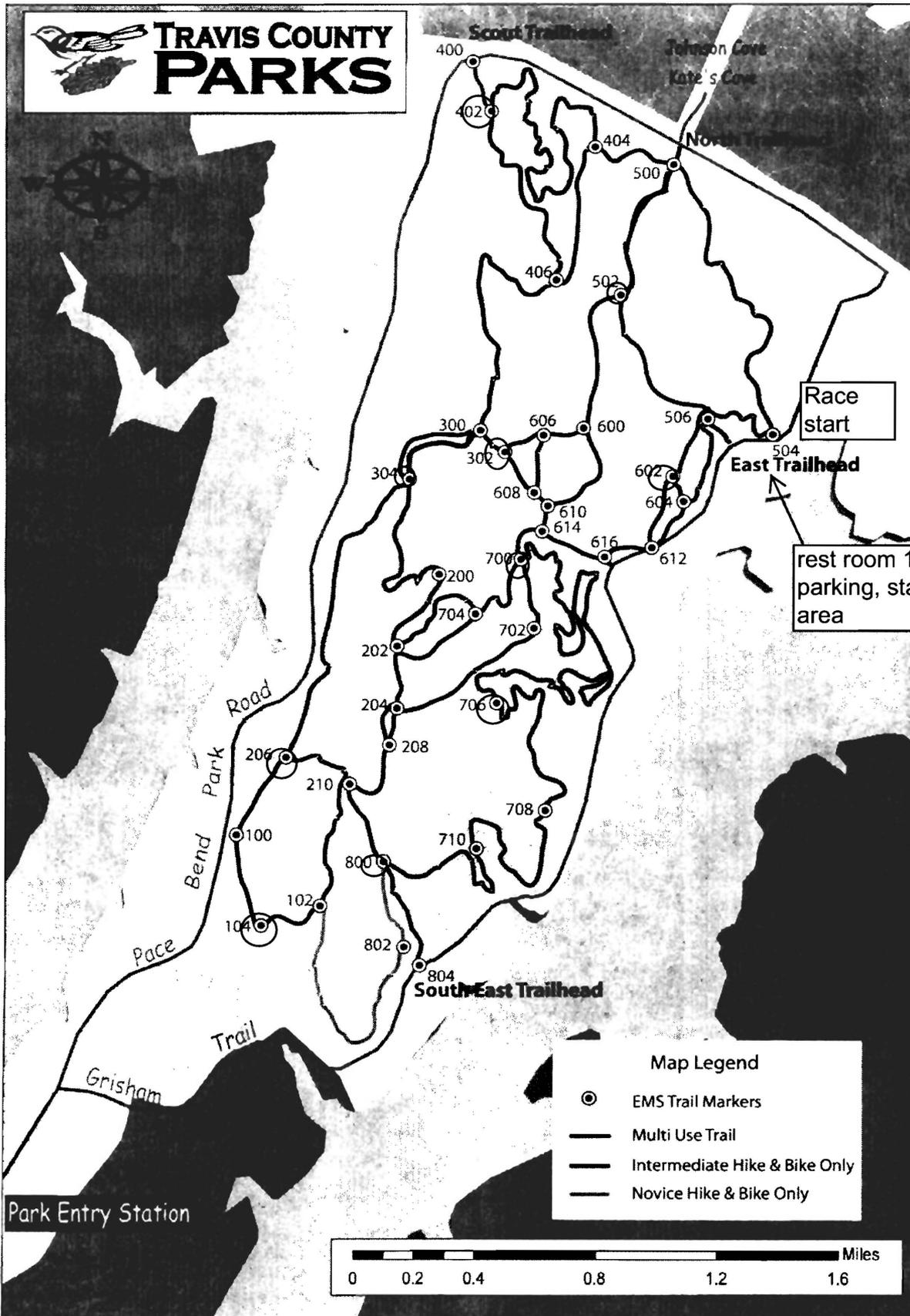
AUTHORIZED REPRESENTATIVE

Francis L. Dean

ADDITIONAL INSUREDDate (MM/DD/YY)
11/10/2011

AGENCY	PHONE (A/C, No, Ext):	800-745-2409	APPLICANT (First Named Insured)		Phone (A/C, No, Ext):	
	FAX (A/C, No.):	630-665-7294				
FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187			Too Cool Racing LLC. 1000 Lisa Drive Austin, TX 78733			
CODE:	SUBCODE:		EFFECTIVE DATE	EXPIRATION DATE	CO/PLAN	
			1/21/2012	1/21/2013		
AGENCY CUSTOMER ID			POLICY NUMBER: FLDG180411			
			ACCOUNT NUMBER:			
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	LCRA			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE	3701 Lake Austin Blvd.			VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER	Austin, TX 78703-3598			OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Texas Parks and Wildlife Department			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE	Attn: State Parks Business Management Section			VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE	4200 Smith School Road			SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER	Austin, TX 78744			OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Matt Peveto			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE	8200 Sandy Point Road			VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER	Bryan, TX 77845			OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Travis County Expo Center			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE	7311 Decker Lane			VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER	Austin, TX 78724			OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	City of Waco			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE	P.O. Box 2570			VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER	Waco, TX 76702			OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Travis County			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE	P.O. Box 1748			VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER	Austin, TX 78767			OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						
INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED				LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:						

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



Pace Bend Park Trail Map

Travis County Texas

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Too Cool Racing, LLC ("Licensee"), a Texas limited liability company.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's Backwoods Scavenger Dash off-road trail run and scavenger hunt (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Event start/finish will be at the east trailhead. The Event will be held within the interior of the park on multipurpose trails and will not impede routine park visitation. Pace Bend Road and Grisham Trail will not be part of the race course. Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas. The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property, materials and equipment during the term on the License. Public display of alcohol or the consumption and sale of alcohol is prohibited. Intoxicated persons will not be allowed in the park. Visitors who become intoxicated will be removed from the park. Solely for the duration of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages ~~during at a post the Event party~~, an exception to the Travis County Park Rules currently in effect. Such Permission shall terminate automatically upon conclusion of the License Term.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of trail signs and markings along race course, using materials pre-approved by County Park Rangers and staff; (b) preparatory trail maintenance; and (c) pre-Event setup and staging activities;). ~~portable restrooms, as described below.~~ Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee acknowledges and agrees to refrain from digging, tree climbing, alteration or disruption of landscape or other environmental resources

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

1.5 Licensee agrees to use only the designated parking area ~~near behind restroom eleven in a large open field~~, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees,

agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion. ~~One ranger will be at the Grisham Trail restroom number eleven to direct traffic as participants and spectators cross Grisham Trail.~~

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

1.7 Licensee shall place public notice signs at fee booth and east ~~East~~ ~~Trailhead~~ at least one week in advance of Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: from ~~approximately~~ ~~7:30~~ 11:00 a.m. until ~~7~~ 5:30 p.m., Saturday, November 3, 2012 (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

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

3.2 During the License Term, Licensee shall provide, at its own additional expense:

(i) ~~all~~ all utilities such as electricity, water and garbage management and removal (including the provision of additional dumpsters and trash pick-up);

(ii) all traffic control devices, public notices, and signage determined to be necessary by Travis County Parks to aid in notifying the public of the Event, directing traffic and parking vehicles;

~~(iii) security through employment of two Travis County Park Rangers for a four hour minimum at \$35.00 per hour, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the~~

~~persons and property brought onto the County Park for the purposes authorized under this Agreement; and~~

~~(iviii) one Texas DSHS EMT will be onsite to provide any medical attention and or treatment as needed, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.~~

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

IV. PERMITS

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

V. CONTROL OF TRAVIS COUNTY

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

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting ~~Dan Perry~~ Keith Rawlings at 512.264.3951, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

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

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

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

VI. USE AND REPAIRS

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

VII. INDEMNIFICATION

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

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern. Licensee shall ensure that emergency medical responder personnel are on-site throughout the License term. All costs and expenses associated with this EMS obligation shall be the sole responsibility of Licensee.

IX. AMENDMENTS

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

X. NON-ASSIGNMENT OF RIGHTS

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

XI. NOTICES

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

If to Licensee: Robyn Cantor
Co-Owner
Too_Cool Racing, LLC
1000 Lisa Dr.
Austin, TX 78733
(512) 576-5388

or
Art Cook
Co-Owner
Too Cool Racing, LLC
606 Monaco Dr.
Cedar Park, TX 78613
(512) 775-1503

If to County: Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

And: Steve Manilla (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

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

XIII. NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party that then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XIV. MEDIATION

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

XV. ENTIRETY OF AGREEMENT

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

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____
LICENSEE: TooCool Racing, LLC

By: _____
Robyn Cantor
Title: Co-Owner

Date: _____

EXHIBIT A
LICENSED AREAS IN PACE BEND PARK
(to be attached)

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By: Rose Farmer **Phone #:** 854-7214

Division Director/Manager: Jon White

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 concerning the request by U.S. Fish and Wildlife Service (USFWS) for public comments on a proposal to protect four salamander species in central Texas as endangered under the Endangered Species Act (ESA) and the designation of critical habitat for these species.

BACKGROUND/SUMMARY OF REQUEST:

Staff did a briefing for Commissioners Court on Sept. 4, 2012 about the August 22, 2012, USFWS announcement in the Federal Register that it will seek public comments on a proposal to protect four salamanders in central Texas as endangered under the the ESA. The USFWS is also seeking comments on a proposal to designate critical habitat for these species in Travis, Bell, and Williamson Counties. Comments must be received within 60 days of the publication of the proposed listing in the Federal Register, i.e. on or before Oct. 22, 2012.

At that Sept. 4 briefing, staff recommended taking the time to fully evaluate the proposed listing and consider any additional information from USFWS prior to making comments. Staff will now report back to the Court on the questions listed below and will take direction from the Court for submitting written comments by the October 22, 2012 deadline.

Staff attended a public meeting/public hearing by USFWS in Austin on Sept. 6, 2012 where the USFWS provided information to the public and received public comments on the listing proposal. Staff have also discussed these questions with various experts.

Staff have evaluated this proposal and will brief the Court on the following questions:

- 1) Are any of the critical habitat areas (outside of the Balcones Canyonlands Preserve) in unincorporated parts of Travis County and if so, are any developable areas within or near proposed critical habitats?
- 2) Are any County roadways (or Parks) adjacent or near critical habitats that there might be impacts to consider?

- 3) Will there be possible impacts to the BCP such as: will we need to monitor water quality and water levels to ensure proper management of habitat for Jollyville Plateau Salamander (JPS)?
- 4) Will we need to enhance drainage management in developed areas near critical habitat areas? Some of these may be in County jurisdiction, and some may be inside incorporated areas.
- 5) If we find JPS in other areas (outside the proposed critical habitats) what will this mean for Travis County?
- 6) Do we have an obligation to conduct field surveys in likely habitat to identify more JPS locations?
- 7) How will listing affect private landowners within critical habitat areas?
- 8) Since the actual Endangered Species listing may several months, could this proposed rule change cause a sudden rush of new development permit applications that could cause processing problems for County development review staff?

Does Travis County Commissioners Court wish to submit written comments during the public comment period ending Oct. 22, 2012? If so, the Court should determine its position on the proposed listing and designation of critical habitat, and develop a process for drafting and submitting these comments.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Director NREQ	TNR	854-7212
Thomas Weber	Program Manager NREQ	TNR	854-4629
Anna Bowlin	Dev. Review	TNR	

CC:

Linda Laack	ERMS - NREQ	TNR	219-6190 x8
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Renee Fields	NRS - NREQ	TNR	219-6190 x7

: :
0801 - NREQ -



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

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

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,067,835.63, for the period of September 21 to September 27, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits 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 \$1,067,835.63.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,067,835.63

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Diane Blankenship, 854-9170
Jessica Rio, 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: October 9, 2012

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits 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: September 21, 2012 to September 27, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,067,835.63

HRMD RECOMMENDATION: The Director or Benefits 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 \$1,067,835.63.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
SEPTEMBER 21, 2012 TO SEPTEMBER 27, 2012

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (JP Morgan Chase)**
- Page 5a. Notification of amount of request from United Health Care (UHC) (Bank of America)**
- 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: October 9, 2012
 TO: Susan Spataro, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 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: September 21, 2012
 TO: September 27, 2012

REIMBURSEMENT REQUESTED: \$ 1,067,835.63

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,596,136.92
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 2, 2012	\$ (1,542,453.05)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ (0.13)
AJE Correction - Vision Payment 6/1/2012	\$ 16,866.79
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,067,835.63
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,067,835.63

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

All claims over \$25,000 (0 this week totaling \$0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$164,255.27) 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. Claims that have exceeded the limit will be reimbursed by Sun Life effective November 1, 2011. Cumulative fiscal year stop loss reimbursements from Sun Life total \$211,782.51.

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

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

Diane Poirot 10/1/12
 Diane Poirot, Director, HRMD Date

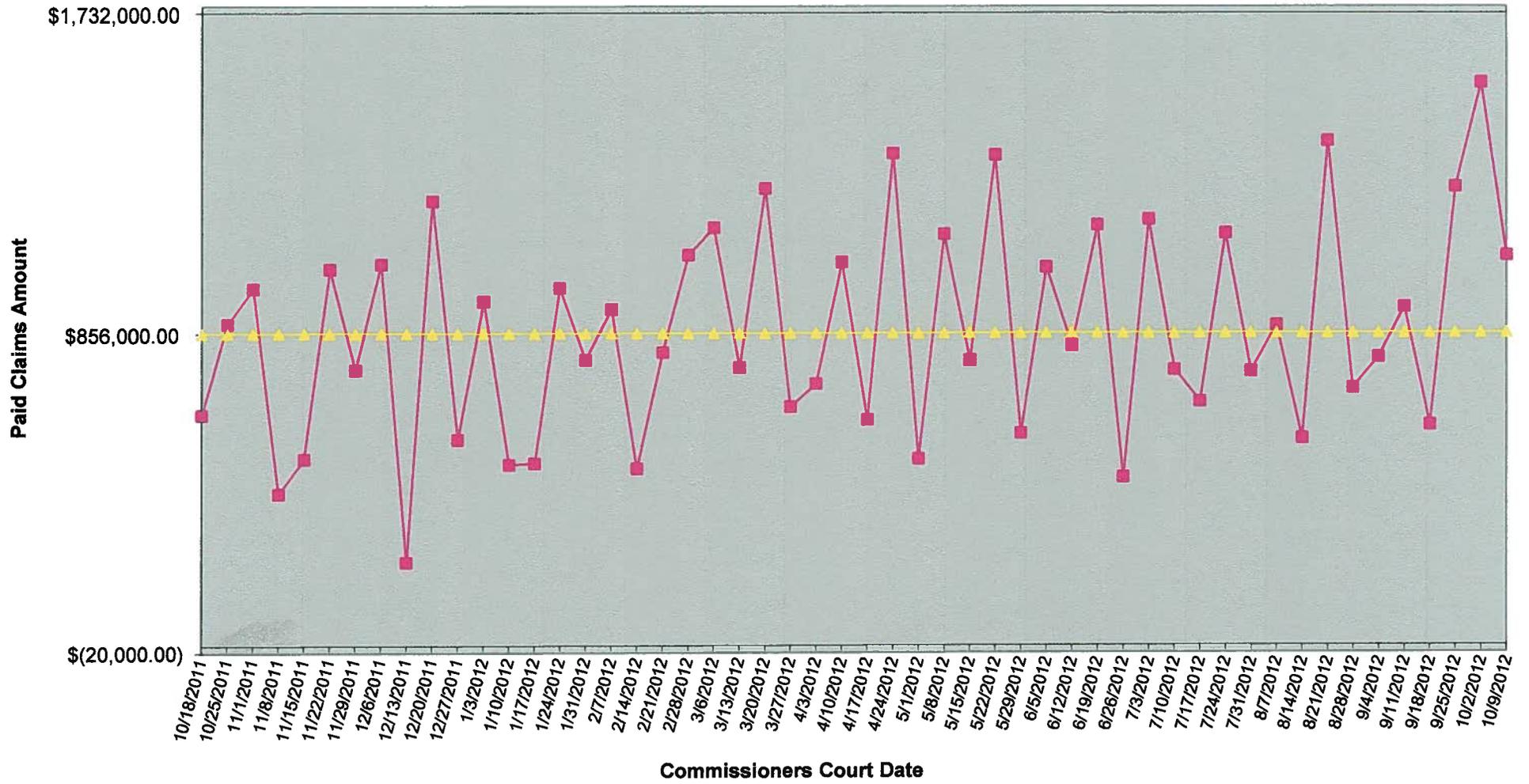
John Rabb 10/01/12
 John Rabb, Benefits Manager Date

Cindy Purinton 10-1-12
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 9/25/12
 Norman McRee, Financial Analyst Date

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

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



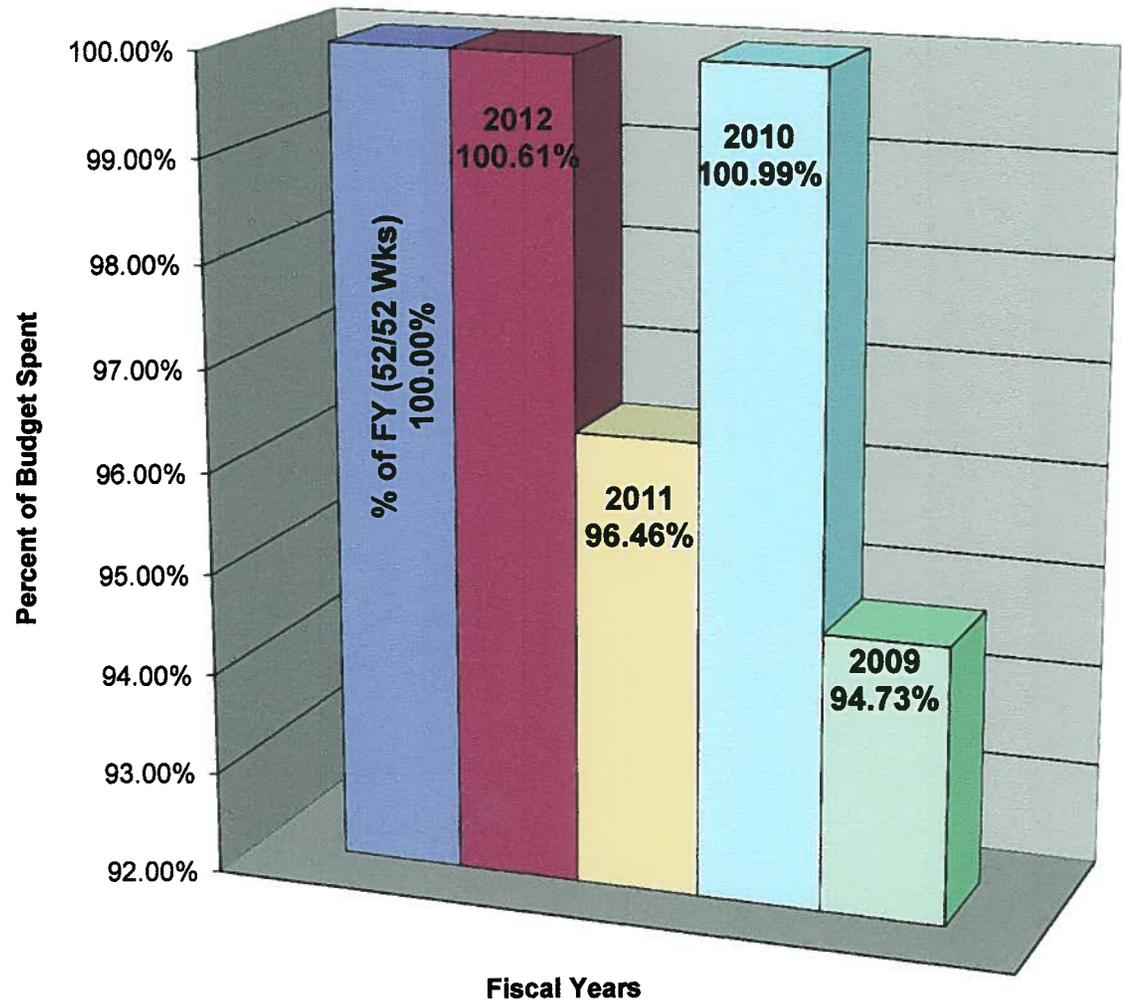
**Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount**

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2012 % of Budget Spent	FY 2011 % of Budget Spent
1	9/30/2011	10/6/2011	10/18/2011	\$ 633,677.95	\$ 856,615.23	2	\$ 84,383.56	1.42%	1.14%
2	10/7/2011	10/13/2011	10/25/2011	\$ 882,462.44	\$ 856,615.23	1	\$ 34,434.26	3.40%	3.65%
3	10/14/2011	10/20/2011	11/1/2011	\$ 978,780.20	\$ 856,615.23	1	\$ 85,633.00	5.60%	4.76%
4	10/21/2011	10/27/2011	11/8/2011	\$ 417,495.82	\$ 856,615.23	0	\$ -	6.54%	7.22%
5	10/28/2011	11/3/2011	11/15/2011	\$ 513,031.56	\$ 856,615.23	1	\$ 25,354.52	7.69%	8.28%
6	11/4/2011	11/10/2011	11/22/2011	\$ 1,031,570.27	\$ 856,615.23	0	\$ -	10.01%	10.69%
7	11/11/2011	11/17/2011	11/29/2011	\$ 757,171.26	\$ 856,615.23	2	\$ 166,108.32	11.71%	12.20%
8	11/18/2011	11/24/2011	12/6/2011	\$ 1,045,944.29	\$ 856,615.23	1	\$ 29,029.81	14.05%	14.23%
9	11/25/2011	12/1/2011	12/13/2011	\$ 229,111.51	\$ 856,615.23	0	\$ -	14.57%	15.77%
10	12/2/2011	12/8/2011	12/20/2011	\$ 1,217,952.91	\$ 856,615.23	4	\$ 166,327.24	17.30%	17.99%
11	12/9/2011	12/15/2011	12/27/2011	\$ 565,509.10	\$ 856,615.23	1	\$ 30,240.78	18.57%	19.10%
12	12/16/2011	12/22/2011	1/3/2012	\$ 942,710.54	\$ 856,615.23	0	\$ -	20.69%	21.81%
13	12/23/2011	12/29/2011	1/10/2012	\$ 497,081.54	\$ 856,615.23	3	\$ 90,452.62	21.80%	22.62%
14	12/30/2011	1/5/2012	1/17/2012	\$ 501,307.66	\$ 856,615.23	1	\$ 33,103.70	22.93%	24.21%
15	1/6/2012	1/12/2012	1/24/2012	\$ 980,234.49	\$ 856,615.23	0	\$ -	25.13%	25.75%
16	1/13/2012	1/19/2012	1/31/2012	\$ 784,679.34	\$ 856,615.23	5	\$ 247,915.57	26.89%	28.64%
17	1/20/2012	1/26/2012	2/7/2012	\$ 923,174.33	\$ 856,615.23	1	\$ 43,848.52	28.96%	29.97%
18	1/27/2012	2/2/2012	2/14/2012	\$ 485,429.02	\$ 856,615.23	0	\$ -	30.05%	32.22%
19	2/3/2012	2/9/2012	2/21/2012	\$ 804,332.61	\$ 856,615.23	5	\$ 239,340.91	31.86%	33.66%
20	2/10/2012	2/16/2012	2/28/2012	\$ 1,070,701.34	\$ 856,615.23	1	\$ 112,390.12	34.26%	35.74%
21	2/17/2012	2/23/2012	3/6/2012	\$ 1,144,590.00	\$ 856,615.23	3	\$ 269,470.27	36.83%	37.01%
22	2/24/2012	3/1/2012	3/13/2012	\$ 763,227.16	\$ 856,615.23	2	\$ 152,289.82	38.55%	39.34%
23	3/2/2012	3/8/2012	3/20/2012	\$ 1,251,959.32	\$ 856,615.23	4	\$ 222,757.96	41.36%	41.06%
24	3/9/2012	3/15/2012	3/27/2012	\$ 654,180.98	\$ 856,615.23	1	\$ 27,512.35	42.83%	43.45%
25	3/16/2012	3/22/2012	4/3/2012	\$ 718,070.63	\$ 856,615.23	4	\$ 147,348.72	44.44%	45.18%
26	3/23/2012	3/29/2012	4/10/2012	\$ 1,049,553.56	\$ 856,615.23	2	\$ 65,033.32	46.79%	47.71%
27	3/30/2012	4/5/2012	4/17/2012	\$ 620,075.83	\$ 856,615.23	1	\$ 52,789.64	48.19%	49.31%
28	4/6/2012	4/12/2012	4/24/2012	\$ 1,347,518.33	\$ 856,615.23	4	\$ 251,686.20	51.21%	52.13%
29	4/13/2012	4/19/2012	5/1/2012	\$ 512,438.99	\$ 856,615.23	1	\$ 28,723.77	52.36%	53.14%
30	4/20/2012	4/26/2012	5/8/2012	\$ 1,126,915.90	\$ 856,615.23	2	\$ 93,065.85	54.89%	55.40%
31	4/27/2012	5/3/2012	5/15/2012	\$ 782,524.92	\$ 856,615.23	4	\$ 272,823.44	56.65%	56.70%
32	5/4/2012	5/10/2012	5/22/2012	\$ 1,343,226.16	\$ 856,615.23	4	\$ 169,781.89	59.66%	59.04%
33	5/11/2012	5/17/2012	5/29/2012	\$ 581,500.19	\$ 856,615.23	1	\$ 30,230.00	60.97%	60.53%
34	5/18/2012	5/24/2012	6/5/2012	\$ 1,036,119.69	\$ 856,615.23	1	\$ 25,818.58	63.30%	62.68%
35	5/25/2012	5/31/2012	6/12/2012	\$ 821,261.32	\$ 856,615.23	3	\$ 278,532.72	65.14%	63.69%
36	6/1/2012	6/7/2012	6/19/2012	\$ 1,150,995.87	\$ 856,615.23	2	\$ 113,030.61	67.72%	66.11%
37	6/8/2012	6/14/2012	6/26/2012	\$ 461,241.76	\$ 856,615.23	0	\$ -	68.76%	67.17%
38	6/15/2012	6/21/2012	7/3/2012	\$ 1,166,906.80	\$ 856,615.23	3	\$ 179,252.35	71.38%	70.70%
39	6/22/2012	6/28/2012	7/10/2012	\$ 755,828.07	\$ 856,615.23	5	\$ 168,237.16	73.07%	71.07%
40	6/29/2012	7/5/2012	7/17/2012	\$ 668,392.54	\$ 856,615.23	2	\$ 95,790.71	74.58%	73.00%
41	7/6/2012	7/12/2012	7/24/2012	\$ 1,129,219.55	\$ 856,615.23	4	\$ 171,162.10	77.11%	74.74%
42	7/13/2012	7/19/2012	7/31/2012	\$ 752,022.01	\$ 856,615.23	3	\$ 752,022.01	78.80%	76.85%
43	7/20/2012	7/26/2012	8/7/2012	\$ 877,981.66	\$ 856,615.23	0	\$ -	80.77%	78.15%
44	7/27/2012	8/2/2012	8/14/2012	\$ 566,966.63	\$ 856,615.23	1	\$ 37,162.68	82.04%	81.31%
45	8/3/2012	8/9/2012	8/21/2012	\$ 1,381,884.98	\$ 856,615.23	3	\$ 327,999.47	85.14%	82.68%
46	8/10/2012	8/16/2012	8/28/2012	\$ 705,900.25	\$ 856,615.23	3	\$ 129,874.51	86.73%	85.37%
47	8/17/2012	8/23/2012	9/4/2012	\$ 789,438.05	\$ 856,615.23	0	\$ -	88.50%	86.80%
48	8/24/2012	8/30/2012	9/11/2012	\$ 925,761.12	\$ 856,615.23	2	\$ 275,549.48	90.58%	89.21%
49	8/31/2012	9/6/2012	9/18/2012	\$ 603,445.04	\$ 856,615.23	2	\$ 99,679.65	91.93%	90.40%
50	9/7/2012	9/13/2012	9/25/2012	\$ 1,255,762.81	\$ 856,615.23	3	\$ 89,016.78	94.75%	92.70%
51	9/14/2012	9/20/2012	10/2/2012	\$ 1,542,453.05	\$ 856,615.23	8	\$ 1,542,453.05	98.22%	94.04%
52	9/21/2012	9/27/2012	10/9/2012	\$ 1,067,835.63	\$ 856,615.23	0	\$ 1,067,835.63	100.61%	96.46%

Paid & Budgeted Claims to Date	\$ 44,817,556.98	\$ 44,543,992.00
Paid Claims less Total Weekly Budget		\$ 273,564.98

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Comparison of Claims to FY Budgets Week 52



H

Norman McRee

From: SIFSAX@UHC.COM
Sent: Friday, September 28, 2012 12:57 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: 2012-09-28 REQUEST AMOUNT: \$1,067,835.63

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
 FUNDING ADVISE FREQUENCY: DAILY
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-09-27	\$1,661,006.23
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,007,034.77
+ CURRENT DAY NET CHARGE:	\$60,800.86
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,067,835.63

ACTIVITY FOR WORK DAY: 2012-09-21

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$442,792.10	\$00.00	\$442,792.10
TOTAL:	\$442,792.10	\$00.00	\$442,792.10

Norman McRee

From: SIFSAX@UHC.COM
Sent: Friday, September 28, 2012 12:57 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: 2012-09-28 REQUEST AMOUNT: \$1,528,301.29

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: 2012-09-27	\$1,528,301.29-
- REQUIRED BALANCE TO BE MAINTAINED:	\$00.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,528,301.29
+ CURRENT DAY NET CHARGE:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,528,301.29

ACTIVITY FOR WORK DAY: 2012-09-21

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
TOTAL:	\$00.00	\$00.00	\$00.00

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_09_28

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	-267.56		26	305566	AA	5	9/19/2012	50	9/24/2012 9/28/2012
701254	632	-274.5		26	305673	AH	1	9/19/2012	50	9/24/2012 9/28/2012
701254	632	-291	QG		41045342	AE	3	9/20/2012	50	9/26/2012 9/28/2012
701254	632	-294.46	A1		68280	AH	6	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-295.94	A1		76462	AH	1	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-347.49	A1		77255	AH	1	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-347.5	A1		48616	AH	5	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-364.17	A1		5371	AH	11	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-410.1	A1		1195	AE	8	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-410.49	A1		67381	AA	1	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-524.81	A1		18059	AH	9	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-567.51	A1		91229	AH	8	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-578.74	A1		80497	AA	6	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-729.48		26	305658	AH	6	9/19/2012	50	9/24/2012 9/28/2012
701254	632	-761.99	A1		63763	AA	5	9/17/2012	200	9/24/2012 9/28/2012
701254	632	-1157.84		26	305657	AH	6	9/19/2012	50	9/24/2012 9/28/2012
701254	632	-1237.42		26	306226	AH	1	9/19/2012	50	9/24/2012 9/28/2012
701254	632	-2500	PH		83207852	AH	7	1/26/2012	50	9/26/2012 9/28/2012
701254	632	-22971.28		26	305377	AH	5	9/19/2012	50	9/24/2012 9/28/2012

1,067,835.63

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/27/2012

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

7

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 9/27/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 131,140.48
	RR	1110068956	516110	\$ 10,467.10
			Total CEPO	\$ 141,607.58
EPO	EE	1110068956	516030	\$ 217,314.28
	RR	1110068956	516130	\$ 35,909.11
			Total EPO	\$ 253,223.39
PPO	EE	1110068956	516020	\$ 603,360.32
	RR	1110068956	516120	\$ 69,644.34
			Total PPO	\$ 673,004.66
			Grand Total	\$ 1,067,835.63



Travis County Commissioners Court Agenda Request

Meeting Date: 10/9/2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

JB

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@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

October 9, 2012

ITEM # :

DATE: September 28, 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 *DP.*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
JP Pct 2	3	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20060	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20064	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20066	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20069	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20070	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20074	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20606	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23039	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23078	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23100	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23105	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23106	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23114	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23115	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23117	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23118	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23121	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23128	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23131	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23150	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23152	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23156	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23159	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23170	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23178	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23208	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23236	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Auditor	Slot 54 / AUD Chief Asst Co Auditor I* / Grd 30 / \$103,919.00	County Treasurer	Slot 10 / Business Consultant II / Grd 28 / \$108,451.82	Voluntary job change. Pay is at midpoint of pay grade.
District Atty	Slot 75 / Legal Secretary Sr / Grd 16 / \$52,529.48	District Atty	Slot 86 / Records Analyst Supv / Grd 20 / \$60,408.90	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Medical Examiner	20	Deputy Medical Examiner I / 98084	E	98	Deputy Medical Examiner II / 98085	E	98
Department requests reclassification in order to meet departmental needs. PBO has confirmed funding available.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to read "Roger El Khoury" with a stylized "HB" below it.

AGENDA LANGUAGE:

Consider and take appropriate action on license agreement with the Texas Book Festival, Inc., to use County parking facilities on Saturday, October 27, 2012 and Sunday, October 28, 2012.

BACKGROUND/SUMMARY OF REQUEST:

The Texas Book Festival has used the County parking facilities on numerous occasions for previous annual book festivals. There have not been any adverse impacts for the County from the previous uses of the parking facilities for this function. Christopher Gilmore and Roxanne Bonner with the County Attorney's office prepared the attached license agreement, which has been signed by Jann Girard, the Logistics Coordinator for the Texas Book Festival. Ms. Girard has also provided a check in the amount of \$20 for the fee for use of the two parking facilities, which is the amount that has been previously charged for use of these facilities by non-profit agencies. Ms. Girard has also provided the appropriated certificate of insurance as required in the license agreement. There are no anticipated costs to the County associated with approval of this request.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the license agreement between Travis County and the Texas Book Festival, Inc.

ISSUES AND OPPORTUNITIES:

Approval of this license agreement will continue the approximately 11 year history of Travis County allowing the Texas Book Festival to use the Granger Building parking garage and the USB Building parking lot for their annual event.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$20 revenue in administrative fees for the license agreement.

ATTACHMENTS/EXHIBITS:

License Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore/Roxanne Bonner, County Attorney's Office

LICENSE AGREEMENT

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This License Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Texas Book Festival, Inc., a Texas corporation ("Licensee").

WHEREAS, County is the owner of the Granger Administration Building Parking Garage located at 313 West 12th Street (the "Parking Garage") and the surface parking lot situated to the south and west of that County-owned building having a street address of 1010 Lavaca and known locally as the USB Building (the "Parking Lot"); and

WHEREAS, Licensee desires to exercise certain rights and privileges in the Parking Garage and Parking Lot (collectively, the "Parking Facilities") in conjunction with the Texas Book Festival event on Saturday, October 27, 2012 and Sunday, October 28, 2012.

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

I. GRANT OF LICENSE

1.1 County hereby grants a License to Licensee to enter, use and occupy the Parking Facilities for the purpose of providing parking spaces to the public in conjunction with the Texas Book Festival event on Saturday, October 27, 2012, and Sunday, October 28, 2012. As a condition to the granting of this License, Licensee shall leave the Parking Facilities in as good a condition as when Licensee entered it, normal wear and tear excepted, as determined by existing County policy.

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

II. TERM OF LICENSE

2.1 The License granted hereunder is between 9 a.m and 5 p.m. on Saturday, October 27, 2012 and between 11 a.m. and 5 p.m. on Sunday, October 28, 2012.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay County a fee in the amount of ten dollars (\$10.00) per parking facility, for a total payment of \$20.00, to be paid to the Travis County Treasurer.

3.2 In addition, Licensee shall provide, at its own additional expense and to the extent it believes necessary, traffic control, garbage removal, as well as any security personnel during Licensee's use of the Garage.

IV. COORDINATION WITH COUNTY

4.1 Licensee shall at all times obey the directions and commands of the Director of the Facilities Management Department or his designated representatives and the Travis County Sheriff and Sheriff's Office. In addition, Licensee shall cooperate and coordinate with any other licensees under similar license agreements with County. Any disregard of the directions of the above named County Official, Department Head, and/or his/her designated representatives shall be grounds for immediate revocation of the License granted hereunder. Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Property under this Agreement.

V. USE AND REPAIRS

5.1 Licensee shall not use the Property for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Property caused by Licensee.

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND

ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

VI. INDEMNIFICATION

6.1 LICENSEE DOES HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES, OR EXPENSE OF WHATSOEVER TYPE OR NATURE ARISING IN WHOLE OR IN PART, OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUPPLIERS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE GARAGE, FOR WHICH A CLAIM, INCLUDING ATTORNEY'S FEES, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSOR.

6.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as Exhibit A and made a part hereof.

VII. NOTICES

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

If to Licensee: Jann Girard
Logistics Coordinator
Texas Book Festival
610 Brazos Street #200
Austin, Texas 78701
(512) 294-0411

If to County: Roger El Khoury, M.S., P.E.
Director
Travis County Facilities Management Dept.

P.O. Box 1748
Austin, TX 78767

VIII. MEDIATION

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

IX. AMENDMENTS

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

10.0 NON-WAIVER AND RESERVATION OF RIGHTS

10.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

10.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XI. MISCELLANEOUS

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

11.2 This Agreement shall be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns.

Neither County nor Licensee may assign, sublet or transfer its interest in or the obligations hereunder of this Agreement without the written consent of the other party hereto.

11.3 The property covered by this Agreement is located in Travis County, Texas, and all activities and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: 
Jann Girard
Logistics Coordinator for
Texas Book Festival, Inc.

Date: 9/14/12

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wm Gammon Insurance 1615 Guadalupe Austin, TX 78701 William Gammon III	512-477-6748 512-469-0443	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURED Texas Book Festival, Inc. Lidia Agraz 610 Brazos St., #200 Austin, TX 78701	INSURER A: Hartford Lloyds Ins. Co NAIC #: 38253	INSURER B: Hartford Underwriters Ins. Co. NAIC #: 30104
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners			65SBALQ3936	05/10/12	05/10/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			65SBALQ3936	05/10/12	05/10/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	65WECNO0022	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contents \$250DED			65SBALQ3936	05/10/12	05/10/13	Contents 7,700

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The GL policy includes a blanket automatic additional insured endorsement (provision) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Texas Book Festival, Oct. 27th & 28th, 2012

CERTIFICATE HOLDER

CANCELLATION

TRAVC-4
 Travis County
 Asst. County Attorney
 Tenley Aldredge
 314 West 11th St.
 Austin, TX 78701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

Handwritten signature of Roger El Khoury in black ink, with the initials "REK" written below it.

AGENDA LANGUAGE:

Consider and take appropriate action on license agreement to use the "Old County Jail" in the Heman Marion Sweatt Courthouse to shoot a student film during the period of October 19-21, 2012.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) received a request from Brett Hill to shoot scenes for a film he is directing and producing in coordination with the Austin School of Film. The tentative title for the film is "Kisses From the Cactus Man". FMD and Ms. Bonner with the County Attorney's office collaborated on the appropriate license which is at Exhibit One. Mr. Hill has signed the license agreement, provided the required proof of insurance coverage and provided a check in the amount of \$300 to cover the three days of access to the Old County Jail. The license agreement will provide for access to set up for the film shoot on Friday, October 19th after business hours, and then all day on October 20 and 21 as needed to complete the film shoot. Mr. Hill has also agreed to hire off duty FMD security guards or off duty Sheriff's deputies to be with his crew during the entire time they are in the facility.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the license agreement which will allow the film crew to use the vacant 6th and 7th floors of the HMS Courthouse.

ISSUES AND OPPORTUNITIES:

Ms. Peg Leidtke, Director of Court Management with the Civil District Courts is aware of the requested use and concurs with the recommendation to approve the license agreement. There are no financial or legal issues that would impact approval of this license agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$300 revenue in administrative fees for the license agreement.

ATTACHMENTS/EXHIBITS:

1. License Agreement
2. Film Synopsis

REQUIRED AUTHORIZATIONS:

Christopher Gilmore/Roxanne Bonner, County Attorney's Office

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Brett Hill in coordination with the Austin School of Film ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the Heman Marion Sweatt Travis County Courthouse located at 1000 Guadalupe Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to film several scenes in the Old County Jail (located on the seventh floor of the Courthouse) for the purpose of filming a student film, and County desires to allow Licensee use of the Property for such purpose; and

WHEREAS, Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use and to restore said Property to its original condition after Licensee has completed filming.

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

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph the interior areas of the Property in connection with the production of a short film currently entitled "Kisses From the Cactus Man" (the "License").

1.2 Such production, and all exhibition, distribution, advertising, and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's storyline and production needs as well as the right to use special effects in furtherance of the storyline. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.5 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if the motion picture named above contains any content that, in the opinion of the Travis County Commissioners Court, the Travis County Sheriff, the Facilities Management Department Director, or their designees, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

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

2.0 TERM OF LICENSE

2.1 The License is granted: for approximately four hours to setup on Friday evening, October 19, 2012 beginning after normal business hours and filming all day Saturday and Sunday, October 20 and October 21, 2012; provided, however, that such dates are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County. In addition, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of ONE HUNDRED DOLLARS AND NO/100 (\$100.00) per day from October 19, 2012 through October 21, 2012 for a total of THREE HUNDRED DOLLARS AND NO/100 (\$300.00) to cover County's administrative, utilities and related costs.

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers, or other qualified security personnel, as well as at least one dedicated person from FMD security or off-duty TSCO personnel to be with the film crew anytime during Licensee's use of the Property as reasonably necessary to ensure the safety and

integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING IN THE COURTHOUSE AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

6.0 USE AND REPAIRS

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

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Facilities Management Department Director, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for immediate revocation of the License granted hereunder.

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN

CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

9.0 INSURANCE

9.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as Exhibit A and made a part hereof.

10.0 NON-ASSIGNMENT OF RIGHTS

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

11.0 AMENDMENTS

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

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

15.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Brett Hill
Director/Producer
1505 W. 12th Street
Austin, Texas 78703
(604)-312-2703

Brett Hill
Director/Producer
134 Hidden Creek Heights
Calgary, AB
Canada
T3A6K9

15.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

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

17.0 SEVERABILITY

17.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

LICENSEE:

By: _____
Samuel T. Biscoe
Travis County Judge

By: 
Brett Hill
Title: Director/Producer

Date: _____

Date: 9-25-2012

Exhibit A Insurance

UNIONVILLE INSURANCE BROKERS
A Division of
The CG&B Group Inc.
 120 South Town Centre Blvd.,
 Markham, Ontario L6G 1C3

CERTIFICATE OF INSURANCE

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policies listed.

NAMED INSURED: Brett Hill
MAILING ADDRESS: 134 Hidden Creek Heights Calgary AB T3A 6K1
TITLE OF PRODUCTION: Various

COVERAGE	INSURER	POLICY NO.	POLICY TERM	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY (including cross liability)	RSA	95143961-PA	September 27, 2012 to September 27, 2013	\$ 2,000,000 inclusive, bodily injury and property damage
Employers Liability				\$ 2,000,000 Products & Completed Operations Aggregate
				\$ 5,000,000 Annual Aggregate
				\$ 100,000
<i>Certificate Holder is added as an Additional Insured, but only with respect to the operations of the Named Insured</i>				

This is to certify that the Policies of Insurance listed herein have been issued to the above Named Insured and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of this Policy.

Should these policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice of cancellation to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind on the company.

CERTIFICATE HOLDER:

TRAVIS COUNTY
314 WEST 11TH, SUITE 420
AUSTIN, TX 78745

Signed on behalf of the Insurers shown above

September 26, 2012

 Authorized Representative

 Date

Synopsis – “Kisses From the Cactus Man”

On a record setting summer night in Texas, the domesticated wife of a prison warden, who spends her long lonesome days fantasizing over old classic films, delivers a meal to her husband before his night shift.

After a short visit with her husband she goes to leave but realizes she forgot her keys. When she returns to claim them, the door is locked as a prison staff meeting takes place behind the door. She waits and waits and waits...

The sound of distant music captures her attention and the fantasist in her moves towards it to inquire. She finds herself at the cell of one inmate, Doby Damme, a brash man much like the men in the classic films she watches daily. Caught between fantasy and reality, the Warden's wife entertains a conversation with the inmate as if he is a character from her favorite film.



Travis County Commissioners Court Agenda Request

Meeting Date:
Prepared By:
Elected/Appointed Official/Dept. Head:

October 9, 2012, Voting Session
John Rabb, HRMD, 854-2472
Diane Poirot, HR Director 854-9165
Leslie Browder, County Executive-PBO
854-8679
Judge Biscoe

Sponsors:

AGENDA LANGUAGE:

Consider and take appropriate action on the Summary Plan Descriptions for Travis County Healthcare Plans for Fiscal Years 2010 through 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Employee and Retiree health plans are self-funded plans, for which the County contracts with Unitedhealthcare (UHC) for Third Party Administration services. As part of this administration service the plans must have written Summary Plan Descriptions (SPD's) so UHC knows how to administer the plan, and the plan participants have written information on what benefits are covered or not covered, and how those services will be considered at time of claim. These SPD's provide valuable information to members of the plan regarding the benefits of the plan, and any requirements or exclusions that they need to be aware of to fully understand their benefits. A few examples of what might be included in an SPD are shown below:

- A description of the benefits included in the plan that is written in understandable language,
- A listing of any excluded services, or services requiring a special procedure, such as a transplant,
- Co-payments or co-insurance amounts the covered persons may be responsible for paying (including when copays and co-insurance apply),
- the legal aspects of the plan including the appeals process, COBRA, and the coordination of benefits with other responsible plans,

Each year Commissioners Court has considered, and often implemented, changes to the benefits and the contribution to each of the plans. However, these have not been fully documented in SPDs approved by the court since 2005. With the legal changes implemented by the federal Affordable Care Act, it would be advantageous to formally document the details of each plan in the last year before this act was effective for reference in case of subrogation or other legal actions. In addition, it is important to record the changes made and when they were made over the last two years because some of these are significant.

Despite the name, these descriptions are lengthy, averaging over 150 pages each. In the past, there have been separate SPDs for

- Choice Plus Preferred Provider Organization (PPO),
- Choice Exclusive Provider Organization (EPO), and
- Co-insured Choice Exclusive Provider Organization (CEPO).

Therefore, we are bringing SPDs related to several years to you for approval at this time. We have combined the plans for actives and retirees into one SPD for each Plan, as some provisions differ for actives and retirees.

While technically 6 plans (3 for active, and 3 for retirees) these are combined into 3 SPD's for Fiscal Year 2010 (FY 10) and into 1 SPD for FY 11 and after. The first set of SPD's follows the format used in 2005 when the last SPDs were approved.

The FY11- FY12 SPD and the FY13 SPD use a new user friendly format and have consolidated all plans into one document because the benefit descriptions and legal aspects of the plans which represent about 90% of each plan are the same for all plans. The plans differ in relation eligibility, enrollment options, and the applicable contributions that a covered person must pay.

The FY 13 SPD incorporated the changes that have been made in the plan in the last two years into the main document so that it will be clearer and easier for employees to use. In addition, all of the most recent federal healthcare reform mandates that are applicable have been included. Staff is looking forward to being able to place the FY 13 SPD on the intranet for easy access for most employees.

The SPDs attachments include:

For Fiscal Year 2010:

Combined Summary Plan Description for

- Choice Plus Plan for Travis County Employees and
- Choice Plus Plan for Travis County Retirees

Combined Summary Plan Description for

- Choice Plan for Travis County Employees and
- Choice Plan for Travis County Retirees

Combined Summary Plan Description for

- Co-Insured Choice Plan for Travis County Employees and
- Co-Insured Choice Plan for Travis County Retirees

For Fiscal Years 2011 and 2012:

Combined Summary Plans Description

- Choice Plus Plan for Employees,
- Choice Plus Plan for Retirees,
- Choice Plan for Employees,
- Choice Plan for Retirees
- Co-Insured Choice Plan for Employees, and
- Co-Insured Choice Plan for Retirees

For Fiscal Years 2013:

Combine Summary Plans Description

- Choice Plus Plan for Employees,
- Choice Plus Plan for Retirees,
- Choice Plan for Employees,
- Choice Plan for Retirees
- Co-Insured Choice Plan for Employees, and
- Co-Insured Choice Plan for Retirees

STAFF RECOMMENDATIONS:

Consider and take appropriate action on the Summary Plan Descriptions for Travis County Healthcare Plans for Fiscal Years 2010 through 2013.

Staff Recommends approval of the Summary Plan Descriptions for Travis County Healthcare Plans for Fiscal Year 2010 through 2013

ISSUES AND OPPORTUNITIES:

Staff is pleased to be able provide current SPD's to employees and retirees that contain the latest in healthcare reform provisions. It is also a compliance issue, as health plans are required to make Summary Plan Descriptions available. Our plan is to load these on Travis Central for ease of access by employee and also load on external site for use by retirees. . A printed copy may be made by accessing online, or if needed, contact HRMD and a printed copy will be provided.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact to Travis County. The Summary Plan Descriptions were prepared as part of the administrative services provided by United Healthcare and internal Travis County resources.

REQUIRED AUTHORIZATIONS:

Human Resources Management
Human Resources Management
Human Resources Management
Planning and Budget Office
County Judge's Office
Commissioners Court

Diane Poirot
John Rabb
Cindy Purinton/Shannon Steele
Leslie Browder
Cheryl Aker
Gillian Porter



Travis County Commissioners Court Agenda Request

Meeting Date: 10/9/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Planning and Budget Office

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

A handwritten signature in black ink, appearing to be "LB", written over the name Leslie Browder.

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding an economic development agreement with HID Global Corporation for financial incentives.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

HID Global Corporation has requested financial incentives under an economic development agreement to establish a manufacturing and distribution center in Travis County, to create jobs, and to make investments in Travis County that will increase the value of the County's tax base. The State of Texas announced its commitment to invest \$1.9 million through the Texas Enterprise Fund in HID Global Corporation, contingent upon finalization of local incentives. The Austin City Council approved an economic development agreement with the company on September 27th.

A presentation to the Commissioners Court was made on September 25th (to introduce a public hearing) that summarized key information about HID Global Corporation, the major elements of the proposed project, and the key terms of the proposed agreement. On October 2, 2012, the Commissioners Court approved the key terms to be included in the final agreement.

STAFF RECOMMENDATIONS:

The Planning and Budget Office recommends approval of the attached agreement with HID Global Corporation, which reflects the terms approved by the Commissioners Court on October 2nd.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
Cheryl Aker

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND
HID GLOBAL CORPORATION

This Economic Development Agreement (“Agreement”) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (“County”), and HID Global Corporation, a Delaware corporation with its principal place of business in Irvine, California, qualified to do business in Texas, its successors and assigns (“Company”), which owns or will own 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 38 1.004(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 manufacturing and distribution operations center (“Center”), with up to 200,000 square feet, to be located at 601 Center Ridge Drive in the TechRidge Development 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 \$36,000,000.

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 Term” means that time period commencing on the Effective Date of this Agreement, and continuing through December 31, 2025.

1.4 “Base Year” means calendar year 2012.

1.5 “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.

1.6 “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.

1.7 “Commissioners Court” means the Travis County Commissioners Court.

1.8 “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 as follows:

1.8.1 Investment of \$30,000,000.00 in new facility and construction Completion Date for facility: on or before June 30, 2014.

1.8.2 Investment of \$6,000,000.00 and Completion Date for installation of business personal property: on or before December 31, 2017.

1.9 “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, through no fault of its own, to obtain the necessary permits and approvals of the City of Austin, or other governmental entity, in a timely manner.

1.10 “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.

1.11 “County Auditor” means Nicki Riley, the Travis County Auditor, or her successor.

1.12 “Effective Date” for purposes of the Agreement Term, will be October 1, 2012, upon execution of the Agreement by both Parties

1.13 “Employees” means, collectively, employees of the Company performing existing Fulltime Jobs or New Full-time Jobs.

1.14 “Employment Year” means each of the ten (10) years referenced in paragraph (b) of Section 5.1.2.

1.15 “Employment Schedule” means the schedule in paragraph (b) of Section 5.1.2 for the Company to provide the Required Number of Jobs.

1.16 “Eligible Property” means New Improvements and New Machinery and Equipment classified as new construction by TCAD for valuation purposes.

1.17 "Grant Funds" or "Grant Payment" means those funds paid by the County to the Company pursuant to this Agreement and applicable law 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 Eligible Property.

1.18 "Is doing business" and "has done business" mean:

1.18.1 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

1.18.2 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:

1.18.3 Any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

1.18.4 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.

1.19 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit attached to this Agreement and marked Attachment B.

1.20 "New Full Time Jobs" are full-time jobs created after the Effective Date and held by employees of the Company that are hired and employed at the Project after the Effective Date.

1.21 "New Improvements" 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.

1.22 "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.

1.23 "Parties" and "Party" means the County and/or the Company.

1.24 "Payment Term" means that time period beginning on January 1, 2016, and ending on December 31, 2025, unless earlier terminated pursuant to the terms of this Agreement. Each calendar year within the Payment Term is designated as a Payment Year.

1.25 "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.

1.26 "PBO" means Travis County Planning and Budget Office.

1.27 "Project" means the proposed development, as described herein, of the new Americas Operations Center of the Company, as more fully described in Attachment A.

1.28 “Property” means the land (real property) on which the Project will be developed as further described in Attachment A.

1.29 “Grant Percentage” means the percentages referenced in Section 4.1.1 to be used to calculate the Grant Funds paid to the Company pursuant to this Agreement.

1.30 “Required Average Annual Compensation” means the average annual compensation, excluding health insurance and retirement benefits.

1.31 “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(a).

1.32 “TCAD” means the Travis Central Appraisal District.

1.33 “Termination Date” means the earlier to occur of

(a) December 31, 2025, 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 October 1, 2012 (the Effective Date, as defined herein), and continuing through December 31, 2025, unless earlier terminated pursuant to the terms of the Agreement.

2.3.2. **Payment Term.** The payment of the Grant 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, 2025 (unless earlier terminated pursuant to the terms of this Agreement), as defined in this Agreement; provided, however, in recognition of the fact that Grant 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 Grant Funds to the Company which extend beyond the period of time defined as the Agreement Term in Section 1.24.

2.4 **Administration of Agreement.** This Agreement shall be administered for the County by the Travis County Planning and Budget Office (PBO). The 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 Annual Report Form
- 3.2.4. Attachment D City of Austin Agreement
- 3.2.5. Attachment E, Affirmative Action at HID Global

4.0 GRANT FUNDS

4.1 **Grant Funds.**

4.1.1. **Grant 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 agrees to make Grant payments to the Company as follows:

(a) **Annual Grant Payment.** For the Payment Term (defined as January 1, 2016 December 31, 2025), the Grant Payment shall be computed as an amount equal to forty percent (40%) of the excess of the Payment Year Ad Valorem Taxes paid on Eligible Property over the Base Year Ad Valorem Taxes paid on Eligible Property. Said Grant Payment shall be computed as follows:

(Payment Year Ad Valorem Taxes Paid — Base Year Ad Valorem Taxes Paid) X .40 =
Annual Grant Payment by County

(b) **Adjustment.** The above Grant Percentage is subject to adjustment as provided in Section 5.2 and other applicable provisions of this Agreement.

(c) **Eligible Property.** As defined in this Agreement, Eligible Property includes only that property classified as new construction by TCAD for valuation purposes.

4.1.2. **Grant Due Date.** Until the Termination Date, County shall make Grant Payments to the Company annually in the amount due under this Agreement, and upon compliance with the Agreement terms, 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 classified as new construction by TCAD for valuation purposes 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 under this Agreement, and to all other applicable taxation. Ad Valorem Taxes shall be payable in full on the Company's taxable property, with Grant Payments to be made 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.
- (b) The Base Year Value of the properties of the Company shall be fully taxable.
- (c) The value of Eligible Property shall be fully taxable with Grant Payments by the County to Company of forty percent (40%) of that payment.

4.2 Determination and Payment of Grant 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:

- (a) 1/1/12 – 12/31/12 Base Year Value determined by TCAD
- (b) 10/1/12 Effective Date (upon execution by both Parties)
- (c) 10/1/12 – 12/31/ 25 Agreement Term
- (d) 6/30/14 Completion of Facilities Construction
\$30,000,000 Investment
- (e) 12/31/14 147 New Jobs Created
- (f) 12/31/15 129 New Jobs Created (Total: 276)
- (g) 1/1/16 Payment Term begins (Payment made in 2016 will be based on 2014 performance)
- * (h) 3/31/16 Annual Report due as to performance for 2014
- * (i) 5/31/16 County response due on Annual Report (as applicable)
- * (j) 2/1/16 – 9/30/16 County budget process for FY '17
- * (k) 10/31/16 County payment due (if full compliance confirmed)
- (l) 1/1/17 Second Payment Year begins
- * (m) 3/31/17 Annual Report due as to performance for 2016
- * (n) 2/1/17 – 9/30/17 County budget process for FY '18
- * (o) 10/31/17 County payment due (if full compliance confirmed)
- (p) 12/31/17 Business Personal Property Installation Complete
\$6,000,000 Investment
- (q) 12/31/25 End of Agreement Term

* Report/Payment process repeats each year of 10 year Payment Term.

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 pay to the Company by check or wire transfer the amount to be paid as a Grant based on Ad Valorem Taxes paid by Company for said tax year according to the following procedure:

(a) Annual Report Form. On or before March 31 of each year during the Payment Term (beginning as shown in Section 4.2.1 above), the Company shall notify TCAD, Travis County Tax-Assessor Collector and PBO in writing of its calculation of the Grant Funds due to the Company by the County for the immediately preceding tax year using the format of the Annual Report Form attached to this Agreement as Attachment C. The Annual Report 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 Report 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 Report and Payment shall proceed as set forth in Section 4.2.1.

(b) Certification of Compliance.

(i) Annual Certification. The Annual Report 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 Existing and New Full-time Jobs maintained by the Company for the preceding year. The Company shall provide such Annual Reports, 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 Commissioners Court of 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 Annual Report including the notice of inability to comply is given to the County.

(c) Access, Monitoring and Inspections.

(i) Access. The Company shall provide access to and authorizes monitoring visits of the Project as necessary to determine compliance with this Agreement.

(ii) Inspection. The 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 (72)

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 staff, 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 Annual Report 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. Grant Amount. Upon verification by the County of the amount shown in the Annual Report and other reporting information provided by the Company to the County under this Agreement, the County shall grant and pay to the Company the Grant Funds calculated in accordance with Section 4.1.1.

4.2.4. Material Issues in Grant Funds Notice. If the County identifies any material issues in the Annual Report, the County will advise the Company of such material issues that are identified in the verification process within 30 days of receipt of the Annual Report and other reporting information to allow the Company to correct/complete such Annual Report. Should the Company and the County be unable to agree to the completion/correction of the Annual Report within thirty (30) days of receipt of the notice by the Company of material issues, the matters will be addressed as provided in Section 8 of this Agreement.

4.2.5. Final Grant Fund Payment. The final payment of Grant Funds by the County to the Company pursuant to this Agreement shall be based on the Annual Report relevant to the last year of the Agreement Term. Upon the County's paying of said final payment as described in this Section 4, this Agreement shall terminate.

5.0 COMPANY PERFORMANCE

5.1 Requirements for Grant Payment. The Company agrees to do the following to receive and retain the 40% Grant during the Agreement Term, 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 601 Center Ridge Drive in the TechRidge Development in Austin, Texas.

(b) Ownership and Use. The Property on which the current Project is located must be owned by the Company or its Affiliate, and the Project will be used for the Company's 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) Construction and Required Investment.

(i) Construction. The Project will have approximately 200,000 square feet of space, and the Company will invest a minimum of \$30,000,000 for New Improvements by June 30, 2014.

(ii) **New Business and Personal Property.** The Company will invest \$6,000,000 for New Machinery and Equipment for by no later than December 31, 2017.

(iii) **Rendition.** Investments in new construction and new business and personal property 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 1.05 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 construction of the Company's facilities covered by this Agreement, 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. In addition, the Company agrees as follows:

(i) To make commercially reasonable efforts to hire 20% disadvantaged workers who are graduates of construction training programs for non-licensed construction tasks on the original construction of Company's facility. A "disadvantaged worker" is an individual who meets the requirements set forth in Texas Government Code, Section 2303.402(c), or who lacks a high school diploma or a GED equivalent.

(ii) To make commercially reasonable efforts to ensure that construction contractors and subcontractors (1) secure OSHA 10 hour training for all on-site personnel and OSHA 30 hour training for supervisors or superintendents, and (b) cover all their construction workers with workers' compensation insurance.

5.1.2. **Employment.** The Company must meet the following employment requirements:

(a) **Required Number of Jobs.**

(i) **Creation.** The Company shall create at least 147 New Full-time Jobs by December 31, 2014, and 129 additional New Full-time Jobs by December 31, 2015, for a total of 276 New Full-Time Jobs by December 31, 2015.

(ii) **Retention.** Company shall retain at least 276 jobs throughout the Agreement Term.

(b) Employment Schedule.

(i) The 276 New Full-time Jobs shall be added by the Company in accordance with the following Employment Schedule:

Employment Year One: 147 New Full-time Jobs by December 31, 2014 .
Employment Year Two: 129 additional New Full-time Jobs by December 31, 2015, for a cumulative total of 276 New Full-time Jobs.

(ii) Ongoing Employment Obligations. During each year of the remainder of the Agreement Term after December 31, 2015, the Company shall continue to have not less 276 New Full-time Jobs.

(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 276 New Full-time Employees in accordance with its Construction Timetable. 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 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 deadline for the Company to create 276 of New Full-time Jobs be extended by the County Executive beyond December 31, 2016.

(c) Required Average Annual Compensation. The Required Average Annual Compensation for all New Full-time Jobs must not be less than the following amounts at the end of each Employment Year:

- (i) Employment Years One and Two: \$44,436
- (ii) Employment Years Three through Ten: \$53,164

(d) Recruitment. The Company will comply with the conditions and requirements of Section 1.04 of the City Agreement regarding the recruitment of Employees for New Full-time Jobs. In addition, the Company will:

(i) Work with specified non-profit organizations to expand the pool of diverse candidates for jobs by posting jobs with those organizations throughout the term of the Agreement. Those organizations include, but are not limited to, Skillpoint Alliance, Workforce Solutions, American YouthWorks, Goodwill Industries, Austin Community College, Travis County Health, Human Services and Veterans Services and Capital IDEA.

(ii) Make commercially reasonable efforts to recruit Travis County residents. Company will provide Travis County with data reflecting the percentage of Company employees who reside in Travis County with the annual compliance report in a format mutually agreed to by the Parties.

(iii) Adhere to Company's equal employment/affirmative action policies and practices (see Attachment D).

(iv) Make employment decisions according to its internal employment and personnel practices, and will base those employment decisions solely on job related qualifications.

(v) Conduct at least 2 job fairs or similar outreach events in Travis County annually during the first two years of the Payment Term, or until all initial hiring requirements are met.

(vi) Provide documentation of recruitment efforts under the above requirements annually to Travis County. Such documentation may be provided in writing or by County's inspection of Company records on site. Meeting the above requirements and providing documentation of such will meet the definition of "good faith" as required under this Agreement.

(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 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 at a dollar amount in a dollar amount that provides the opportunity for employees to purchase affordable coverage for themselves and employee family members. The Parties agree that the health benefits plan provided by Company at the execution of this Agreement meets this requirement, and Company will continue to provide such benefits that meet or equal the current plan.

(f) Opportunity To Correct Deficiency. If the Company has not satisfied the requirements and conditions described in paragraphs 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 Sections 8.3 and 8.4. If the Company fails to correct the deficiency within such 90-day period, the Company shall not be entitled to receive the applicable Grant Funds for such year.

5.1.3. Employee Benefits. In addition to the health benefits provided by Company, Company will provide benefits in the form of employee training and personal development, internal promotion opportunities, reimbursement for education and profit sharing as determined by Company's policies and practices.

5.2 Requirements for Additional Grant and Goal Components. The 40% Grant during the Agreement Term, as described in Section 4.1 .1, shall be increased by the following additional Grant Percentages if the Company performs the following obligations:

5.2.1 **LEED Certification.** The Company shall be entitled to receive up to five percent (5%) additional Grant 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 Grant Percentage shall not be applicable until the Company has provided the County with the appropriate documentation concerning the LEED Certification for such buildings. The Grant percentage will be determined as follows:

Silver	3%
Gold	4%
Platinum	5%

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 year thereafter during the Agreement Term, are held by residents of Travis County, the Grant Percentage for that year shall be increased by an additional 5%.

5.2.3 **Project Goals.** 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.** The 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 the Annual Report (and/or other reports as reasonably requested by County) reflecting the fulfillment of all requirements of this Agreement. 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 the Annual Report 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). The Company acknowledges and agrees that the Annual Report is a document that will be available to the public. The Company considers any other information provided to the County and the other governmental entities referenced above to be proprietary and confidential, and such documents and information will not be disclosed by the County except as required under the Texas Public Information Act.

(b) Other Information. The Annual Report 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 payment under this Agreement. The Appraiser shall record both the taxable value on which the Agreement Grant will be based 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 Grant Funds 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 Grant specified herein. The 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. The 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. The 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 Annual Report submitted by the Company to the County.

5.3.3. Annual Report Information. The following general information, as applicable for each year in a reporting period will be included:

- (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 Grant Funds reimbursed by the County to date;
- (f) other information as necessary to support compliance with terms of this Agreement; and

(g) certification as to accuracy of report and compliance with the terms of the Agreement.

5.3.4. **Job Data.** The Reporting Form 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 Annual Report (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 Annual Report 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.

5.3.5. **Ad Valorem Taxes.** The Annual Report shall include information showing the amount of Travis County Ad Valorem Taxes due for payment by the Company, the amount by which the Grant Funds would be paid 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 the 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 Grant 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.

(a) 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 Reporting Form) by an authorized representative of the Company of the following:

- (i) Number of New Full-time Jobs
- (ii) Average Salary of New Full-time Jobs
- (iii) Amount of investment pursuant to this Agreement

(b) 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.

(c) 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 Grant Funds Notice until such additional information is made available pursuant to this Section 5.8.2.

5.8.3. Record Maintenance. The 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 NON-PAYMENT, TERMINATION AND DEFAULT

8.1 **Non-Payment.** Company understands and agrees that NO payment of Grant Funds will be made for any Payment Year in which the following conditions (as applicable) of this Agreement are not met:

8.1.1 **Investment/Construction.**

- (a) Construction completed no later than June 30, 2014.
- (b) \$30,000,000 invested in new construction no later than June 30, 2014.
- (c) Installation of \$6,000,000 in new business personal property no later than December 30, 2017.
- (d) Construction and installation of new business personal property investment documented in rendition to TCAD and classified as new construction.

8.1.2 **Jobs** (conditions to be met under terms of the Agreement, including the cure period set forth in Section 8.4).

- (a) Create 147 new jobs by December 31, 2014.
- (b) Create 129 additional new jobs by December 31, 2015.
- (c) Maintain 276 full-time jobs each year after 2016 – 2025.
- (d) Maintain average salary as set forth in Section 5.1.2(c).
- (e) Meet minority participation and recruiting requirements set forth in Sections 5.1.1(d) and 5.1.2(d).

8.2. **Termination.** This Agreement maybe terminated in the following circumstances:

8.2.1. **Election Not to Proceed Prior to Grant.** 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 Grant 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.

8.2.2. **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.

8.2.3. **Failure to Comply.**

(a) 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 requirement in paragraphs (a) or (b) of Section 5.1.1 regarding the location of the Project and the ownership and use of the Property.

(ii) 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 subparagraph (a), the County shall have the right to recapture all of the Grant Funds paid to the Company for the two (2) previous years pursuant to paragraph (a) of Section 8.2; no further Grant 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 8.4, 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 Grant 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, the County shall have the right to recapture all of the money granted to the Company under this Agreement to the extent but only to the extent that said judicial decision specifically require said Grant 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 Grant that is refunded as a result of said judicial decision.

8.2. **Recapture of Grant Funds.** After notice of default and opportunity to cure pursuant to Section 8.4, the County shall have the right to recapture Grant Funds previously paid to the Company in an amount equal to all of the Grant Funds paid to the Company for the two (2) previous years.

8.3. **Right to Withhold Grant 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 8.1.3, and/or to recapture Grant Funds previously paid to the Company pursuant to Section 8.2, the County shall have the right to withhold any unpaid Grant Funds 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 such Grant Funds the Company would otherwise be entitled to receive until such default has been cured.

8.4 **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 Grant 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:

HID Global Corporation

With a copy to (registered or certified mail with return receipt is not required)

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.

10.5 **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 Grant Funds, if the Company has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment B 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 Commissioners Court of the County; provided, however, the Company may assign to an Affiliate of the Company without approval of the Commissioners Court of the County, so long as the 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 8.1.4, 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.

HID GLOBAL

TRAVIS COUNTY

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

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

ATTACHMENT A
DESCRIPTION OF PROPERTY AND PROJECT
LEGAL DESCRIPTION OF PROPERTY

1. The property is located in the City of [City Name], State of [State Name]. The property is bounded by [Street Name] to the north, [Street Name] to the south, [Street Name] to the east, and [Street Name] to the west. The area of the property is approximately [Area] square feet.

2. The property is currently used for [Current Use]. The property is zoned [Zoning Code] and is subject to the following restrictions: [Restrictions].

3. The property is owned by [Owner Name]. The property is being offered for sale by [Seller Name]. The property is being offered for sale for the purpose of [Purpose].

4. The property is being offered for sale for the purpose of [Purpose]. The property is being offered for sale for the purpose of [Purpose].

5. The property is being offered for sale for the purpose of [Purpose]. The property is being offered for sale for the purpose of [Purpose].

6. The property is being offered for sale for the purpose of [Purpose]. The property is being offered for sale for the purpose of [Purpose].

ATTACHMENT B
ETHICS AFFIDAVIT

ATTACHMENT C- ANNUAL REPORT FORM
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM

REPORTING YEAR: _____ (YEAR OUT OF 10)

Company shall complete the following pursuant to the applicable terms of the Agreement.

1. CONSTRUCTION COMMENCEMENT AND COMPLETION
 - A. Date construction on Project commenced: _____
 - B. Date Certificate of Occupancy Issued (Please attach Certificate of Occupancy): _____
 - C. Date of LEED Certification (Complete this section if Company is requesting additional 5% incentive outlined in Sec. 5.2.1): _____

2. VALUE OF NEW IMPROVEMENTS AND NEW MACHINERY AND EQUIPMENT
 - A. Total value of Eligible Property (amount subject to Travis County Ad Valorem Taxation):

New Improvement:	\$ _____
New Business/Personal Property	\$ _____

This amount must equal at least the amount specified in Section 5.1.1(c) for Company to receive benefits under the Agreement. Please attach a list of Eligible Property equal to the investment amount above and rendered to the Travis Central Appraisal District.

3. EMPLOYEES
 - A. Total Number of New Full-time Jobs for the reporting year (Sec. 5.1.2 (b)) _____
 - B. Average Salary for New Full-time Jobs
[Must equal at least the amount specified in Section 5.1 .2(c)
 - i. Are Contract Employees meeting salary and benefits requirements outlined in 5.1.2 (f)?
 - C. How many Full-time Employees are residents of Travis County? (Complete this section if Company is requesting additional 5% incentive outlined in Sec. 5.2.2)

All employment figures must be collected and maintained by Company, certified as accurate by Company as specified in this Agreement and supported by documentation as set forth in Section 5.8.2. In addition, Travis County will need evidence that Company and Contract Employees have been eligible for health benefits, including domestic partner benefits.

4. AGREEMENT BENEFITS
 - A. Travis County Ad Valorem Taxes paid on Eligible Property for this Reporting Year: _____
 - B. Base Year Travis County Ad Valorem Taxes Paid on Eligible Property: _____
 - C. Incremental Travis County Ad Valorem Taxes paid
(Difference between "A" and "B")
 - D. Agreement Benefits Claimed by Company

Please attach receipt of County taxes paid

Certification:

I, Company's authorized representative, hereby certify that the above information is correct and accurate pursuant to the terms of this Agreement:

BY: _____
 Printed Name: _____
 Title: _____
 Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE U.S. BOARD ON GEOGRAPHIC NAMES TO COMPLETE RECOMMENDATION FORM REGARDING THE NAME CHANGE OF TOWN LAKE TO LADY BIRD LAKE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Our office received a request from the United States Board on Geographic Names to complete a recommendation form on the renaming of Town Lake to Lady Bird Lake. The Board is seeking recommendations because "local acceptance of any name is very important to the Board, and because the recommendation of your office would be of interest to the Board, we would like your opinion."

They are requesting that Travis County respond by November 30, 2012.

STAFF RECOMMENDATIONS:

Recommendation to submit a recommendation.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

None.

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



UNITED STATES BOARD ON GEOGRAPHIC NAMES

In reply please use this address:
U. S. Geological Survey
523 National Center
Reston, Virginia 20192-0523

September 19, 2012

Judge Samuel T. Biscoe
Travis County Court
PO Box 1748
Austin, Texas 78767

FILED
COUNTY CLERK'S OFFICE
12 SEP 26 PM 3:08

Dear Judge Biscoe:

The U. S. Board on Geographic Names is responsible by law for adjudicating decisions regarding geographic names for use by the departments and agencies of the Federal government. The Board has received a proposal to make official for Federal use a name change that was made the City of Austin, to change the name of Town Lake, a reservoir in the City of Austin, to Lady Bird Lake. Because local acceptance of any name is very important to the Board, and because the recommendation of your office would be of interest to the Board, we would like your opinion. We are also contacting the Texas State Names Authority and the Lyndon Baines Johnson Foundation for their opinions on the proposal.

As you are likely aware, in 2007, the City of Austin passed a resolution in honor of Lady Bird Johnson that changed the name of Town Lake to Lady Bird Lake. Although we were made aware of the name change in 2007, the Commemorative Names Policy of the U.S. Board requires a five year waiting period following the death of the intended honoree. The proposal was made to the U.S. Board in 2012.

We have enclosed for your review a copy of the proposal and a Geographic Name Proposal Recommendation form to facilitate a response from your office. In order for the Board to review all responses and vote on this issue in a timely manner, we ask that if possible you respond with an opinion by November 30, 2012, or let us know if you need additional time to consider the proposal.

If you have any questions or to submit your recommendation, we may be contacted by mail at the address above; by telephone at (703) 648-4552; by fax at (703) 648-4549; or by e-mail at <BGNEXEC@usgs.gov>.

Sincerely yours,

Jennifer E. Runyon

for
Lou Yost
Executive Secretary
Domestic Names Committee
U.S. Board on Geographic Names

Enclosures



U.S. BOARD ON GEOGRAPHIC NAMES

GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Proposed Geographic Name Lady Bird Lake

This is to notify the U.S. Board on Geographic Names that:

Travis County Court _____
(Name of government entity, organization, or individual)

Recommends that the U. S. Board on Geographic Names:

- Approve the Proposed Name**
- Reject the Proposed Name**
- Take Action as Specified Below**
- Render a Decision Without Our Recommendation**

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

(Name)

(Title)

(Address)

(Telephone)

(City, State, ZIP Code)

(E-mail)

(Signature)

(Date)

Return to: U.S. Board on Geographic Names
U.S. Geological Survey
523 National Center
Reston VA 20192-0523
Telephone: (703) 648-4552
Fax: (703) 648-4549
E-mail: BGNEEXEC@usgs.gov

Approved

Promulgation authorized
Executive Secretary
Domestic Geographic Names

UNITED STATES
BOARD ON GEOGRAPHIC NAMES

CASE BRIEF (Domestic)

Lady Bird Lake: reservoir; 468 acres; in the City of Austin along the Colorado River between Longhorn Dam and Tom Miller Dam; named in honor of Claudia Alta “Lady Bird” Taylor Johnson (1912-2007), First Lady of the United States from 1963 to 1969; Travis County, Texas; 30°15’50”N, 97°45’03”W; USGS map – Austin West 1:24,000. Not: Town Lake.
http://geonames.usgs.gov/pls/gazpublic/getgooglemap?p_lat=30.2637947&p_longi=-97.7508441&fid=1376484

Proposal: name change to recognize local usage

Map: USGS Auburn 1:24,000

Proponent: Jennifer Wilson; Austin, TX

Administrative area: None

Previous BGN Action: None

Names associated with feature:

GNIS: Town Lake (1376484)

Local Usage: Lady Bird Lake (local residents, Austin City Council Resolution, 2007), Town Lake (local residents)

Published: Lady Bird Lake (City of Austin, 2007; Texas Parks & Wildlife, 2012;

AustinExplorer.com; Google Maps), Town Lake (USGS maps since 1966, local residents)

Case Summary: This proposal is to change the name of Town Lake, a reservoir in the City of Austin in Travis County, to Lady Bird Lake. The change would recognize the name that was made official for local use in a resolution passed in 2007 by the Austin City Council. The name honors former Lady Bird Johnson, First Lady of the U.S. from 1963 to 1969. Mrs. Johnson died in 2007, but the name change could not be submitted to the BGN until the five-year commemorative names waiting period was satisfied. The proposal was submitted by a hydrologist with the USGS Texas Water Science Center, which has a need to refer to the reservoir in many of its reports.

The reservoir was created in 1960 with the construction of Longhorn Dam (formerly Town Lake Dam). The name Town Lake first appeared on USGS topographic maps in 1966. The majority of city and agencies already use the name Lady Bird Lake, and Google Maps also labels the body of water as such. The 7.2-mile-long Town Lake Hike and Bike Trail, which follows the shoreline along both sides of the reservoir, is often referred to as the Lady Bird Lake Bike and Hike Trail or The Trail at Lady Bird Lake, although the official name was changed by the City to the Ann and Roy Butler Hike and Bike Trail at Lady Bird Lake. News accounts of the renaming by the City in 2007 (two weeks and a day after the death of Mrs. Johnson) report that she consistently declined the honor, saying she “wouldn’t feel right doing that.” However, her daughter told the City Council that her mother “would have accepted the posthumous renaming, but that she wanted the hike and bike trail to be made fully wheelchair accessible.”

Claudia Alta “Lady Bird” Taylor Johnson is remembered for her dedication to conservation and beautification efforts, including her support for The Beautification Act of 1965, which encouraged scenic development along Federal highways. Among many projects, she founded the Society for a More Beautiful National Capitol and solicited private donations to plant azaleas and dogwood trees in Washington D.C. After her tenure in the White House, she focused her efforts

on wildflower preservation in Texas. The Lady Bird Johnson Wildflower Center at the University of Texas-Austin, was founded by her donation.

According to GNIS, there are six other features in Texas with "Lady Bird Johnson" in their names. Lady Bird Johnson Park Reservoir is located 80 miles west of Austin, in Gillespie County.

Proposed by: Jennifer Wilson; Austin, TX

Submitted by: same

Prepared by: G.Winters

Case ID: 3771

Reviewed by: J.Runyon

Date: 8/16/12

Date: same

Date: 9/4/12

Quarterly Review List: 411

Date: 9/14/12

U.S. Board On Geographic Names (BGN)

Domestic Geographic Name Proposal Summary

Propose New or Change Name

Name Proposal ID:	7833
Date Created:	16-AUG-12
Date Submitted:	16-AUG-12
Proposed Name:	Lady Bird Lake
Action Requested:	Change an existing name
Existing Name:	Town Lake
Unnamed Evidence:	-
Locally Used:	Yes
Locally Used Years:	5
Local Conflict:	No
Local Conflict Detail:	-
Additional Details:	On July 26, 2007, the Austin City Council passed a resolution authorizing the renaming of the reservoir from Town Lake to Lady Bird Lake in honor of Lady Bird Johnson, the former First Lady of the United States and a long-time resident of the Austin area who had died earlier that month. (reference: http://www.chron.com/news/article/Austin-changes-Town-Lake-name-to-Lady-Bird-Lake-1794350.php)

Feature Information

GNIS Feature ID:	1376484
Feature class:	RESERVOIR
Descriptive information:	Formed in 1960 by the construction of Longhorn Dam; located on the Colorado River in downtown Austin.
Meaning or significance:	On July 26, 2007, the Austin City Council passed a resolution authorizing the renaming of the reservoir from Town Lake to Lady Bird Lake in honor of Lady Bird Johnson, the former First Lady of the United States and a long-time resident of the Austin area who had died earlier that month. Johnson had declined the honor of having the lake renamed for her. In renaming the lake, the City Council recognized Johnson for her dedication to beautifying the lake and her efforts to create a recreational trail system around the lake's shoreline.
Commemorative:	Yes
Biographical information:	Claudia Alta "Lady Bird" Taylor Johnson (December 22, 1912 – July 11, 2007) was First Lady of the United States (1963-69) during the presidency of her husband Lyndon B. Johnson.

Supporting Materials

No information entered.

States and Counties

State Name	County Name
Texas	Travis

Geographic Coordinates

Obtained From	Describe Other	Lat Deg	Min	Sec	Long Deg	Min	Sec	Decimal Lat	Decimal Long	Details
Other	GNIS Feature Detail Report for: Town Lake	-	-	-	-	-	-	30.2637947	-97.7508441	Map name Austin West
Other	GNIS Feature Detail Report for: Town Lake	-	-	-	-	-	-	30.2640398	-97.7487528	Map name Austin East
Other	GNIS Feature Detail Report for: Town Lake	-	-	-	-	-	-	30.2497874	-97.7319017	Map name Montopolis

Administrative Areas

Admin Area Type	Admin Details	Details
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Town	-	Austin
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Maps and Documents with Name

Source Type	Details	Source Date
Web Site	http://www.chron.com/news/article/Austin-changes-Town-Lake-name-to-Lady-Bird-Lake-1794350.php	2007

Other (Variant) Names and Their Source

no data found

Authorities

Last Name	First Name	Phone	Email Address	Physical Address	City	State	Zip	Occupation	Years
Leffingwell	Lee	5129742250	lee.leffingwell@ci.austin.tx.us	301 West 2nd Street, 2nd Floor	Austin	Texas	78701	Chief of Staff, Mayor's Office	3

Submitters and/or Preparers

Role	Last Name	First Name	Phone	Email Address	Physical Address	City	State	Zip	Company	Title
BOTH	Wilson	Jennifer	5129273527	jenwilso@usgs.gov	1505 Ferguson Lane	Austin	Texas	78723	U.S. Geological Survey, Texas Water Science Center	Hydrologist





Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: Edith Moreida

Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez

Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

Re-Appoint Angelica Salinas Evans to the Travis County Children's Protective Services Board from November 1, 2012 through October 31, 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

ANGÉLICA SALINAS EVANS

BAR ADMISSIONS

Texas State Bar #794582, since November 1995

EDUCATION

The University of Texas School of Law, Austin, TX

J.D., May 1995

Texas A&M University, College Station, TX

B.A., History; Minor, Political Science, December 1991

EXPERIENCE

The University of Texas School of Law, Austin, TX

Associate Director for Career Services, August 2008-present

Ensure effective and efficient operation of the office; work collaboratively in a team environment; counsel and coach students and alumni on their career goals; perform resume reviews and mock interviews; responsible for collecting, compiling and overseeing employment data and reporting; develop relationships with employers; maintain the job bank and approve all employer registrations and job postings; coordinate professional development programming; supervise administrative staff; serve as staff advisor to two student groups; make presentations to students and staff.

Texas Department of Insurance, Austin, TX

Fraud Counsel & Assistant Director, July 2001-August 2008

Advised the Fraud Unit, a criminal law enforcement unit which investigates felony insurance fraud throughout the state of Texas; conducted case reviews with the investigators/peace officers and approved investigations prior to submission to state and federal prosecutors; served as liaison between the Travis County District Attorney's Office and the Fraud Unit and between TDI's Legal Department and the Fraud Unit; drafted, reviewed, and revised policies; drafted, reviewed and commented on proposed legislation affecting the Fraud Unit; performed legal research and training; interpreted state and federal rules and statutes; reviewed all open records requests and subpoenas and coordinated any subsequent representation with the Attorney General's Office; analyzed monthly statistical data compiled for reporting purposes; prepared and edited periodic reports; represented the Fraud Unit on various committees and interviewed prospective investigators.

Staff Attorney, Enforcement Division, April 2000-October 2000

Represented the Texas Department of Insurance in matters pertaining to violations of the Insurance Code, Administrative Code, Government Code, Occupations Code, and other insurance laws of the State; ensured all contested matters were concluded within 180 days and that all cases were appropriately tracked in the Department's central tracking database. Caseload included violations by insurance agents and companies as well as persons and entities licensed by the State Fire Marshal's Office.

Center for Health Care Services, San Antonio, TX
In-house Counsel, October 2000-July 2001

Served as counsel to this community mental health and mental retardation center with a \$46 million budget and 600 employees; advised the Board of Trustees and the Executive Director in all legal matters including, interpreting the Texas Open Meetings and Information Acts, Texas Government and Local Government Codes, Texas Administrative Code, federal and state statutes and regulations pertaining to community mental health, mental retardation and substance abuse centers, employment law matters, Medicaid and Medicare issues, including fraud and abuse issues, HIPAA, and on credentialing and other functions imposed upon Mental Health/Retardation Authorities by the legislature; developed policies and procedures; reviewed and developed contracts and procurement documents; served on the executive committee and provided input with regards to the operations of all the departments, including Quality Management and Information Technology.

Austin Travis County Integral Care (formerly Austin Travis County MHMR Center), Austin, TX

Network Contracting Director, April 1997-April 2000

Managed the Network Contracting Department and Credentialing Department, including responsibility for employee supervision (3) and budgeting; assured the development and execution of all Provider and non-Provider contracts, from the drafting of the Request for Proposal (RFP) or Application (RFA) through the negotiation, drafting, and execution of the contract; reviewed and interpreted statutes and rules pertaining to community mhmr centers; coordinated contract management and monitoring for over 150 contracts; oversaw the credentialing process and data management, including the purchase and implementation of a credentialing database; coordinated all contracting activities with Planning, Provider Relations, Consumer Affairs, Quality Management, Utilization Management, Claims Payment, Finance and Management Information Systems; advised the Board of Trustees at monthly meetings; managed the

\$1.5 million City/County agreement for substance abuse services, which included services provided to the Community Court; served on the Business Practices Committee, the Clinical Quality Committee and various sub-committees.

Law Offices of Angélica I. Salinas, Austin, TX

Attorney at Law, November 1995-April 1997

Performed all activities of a highly-functioning law practice, including: advising and counseling clients, interpreting case law, drafting motions, representing clients in court proceedings and/or mediation sessions, with emphasis on family law and criminal law, including, but not limited to, divorces, child custody suits, child support modifications, protective order petitions and defense, and felony, misdemeanor and juvenile criminal defense. Other areas of practice included personal injury litigation and consumer protection litigation.

Law Offices of Oscar Buitron, Austin, TX

Law Clerk, June 1993-November 1995

Performed the following duties: office management, legal research, petition preparation, client contact, and client representation (upon receipt of Student Bar Card in June 1994).

Texas Legislature, State Representative Sylvia Romo-District 125, Austin, TX

Intern, Spring 1993

Conducted research, prepared bill analyses, and communicated with constituents by phone and in writing.

COMMUNITY SERVICE AND ACTIVITIES

Becker Elementary, Campus Advisory Council, Parent Representative, 2011-2012

Becker Elementary Parent Teacher Association, Programs Chair; Teacher Appreciation Committee, 2011-12

University of Texas Child Development Center, Parent Advisory Council, 2010-2011

Hispanic Bar Association of Austin (HBAA), President, 2008

HBAA Charitable Foundation, Director 2004-09, Co-Chair, Hispanic Heritage Scholarship Luncheon, 2005

Mexican American Bar Association of Texas, V.P. Administration, 2006-2007

Austin Bar Association, Adoption Day Committee Member 2006 - 2008



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: Jessica Sammons, 854-9759

Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE: Consider and approve Travis County Sheriff's Office K-9 deputies to take two assigned county vehicles to Sandy, Utah for training.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Sheriff's Office K-9 Unit has retired several canines over the past two years. This training opportunity is an eight week, in depth specialized training specific for handlers and their canines. The two deputies attending are new to the unit and have younger, less experienced canines. This training is a law enforcement operated academy for K-9 handlers and their canines.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

Federal Forfeiture Funds

REQUIRED AUTHORIZATIONS:

Sheriff Greg Hamilton

Major Phyllis Clair

Captain Cyril Friday

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

September 28, 2012

To: Travis County Judge Sam Biscoe
Commissioner Ron Davis, Precinct 1
Commissioner Sarah Eckhardt, Precinct 2
Commissioner Karen Huber, Precinct 3
Commissioner Margaret Gomez, Precinct 4

From: Major Phyllis Clair 

Subject: Request for Out of State Travel

This request is for the Travis County Sheriff's Office K-9 deputies to be permitted to drive two county canine vehicles to out of state training, transporting their animals and job specific equipment. The Travis County Sheriff's Office K-9 Unit has registered 2 handlers and their canines to attend the Utah Peace Officer Standards & Testing Detector Dog Training from October 19 through December 13, 2012.

The eight week training for detector dogs is extremely specific to both the handler and their canines. The training will focus on realistic street concepts and in-depth instruction for handlers and detector dogs. This is a law enforcement operated academy for canine and their handlers.

The TCSO K-9 unit has retired several canines over the past two years. The two deputies attending are new to the unit and have younger, less experienced canines. This training opportunity for training is more in-depth and specialized than trainings that are offered within the state.

Thank you in advance for your consideration in this matter. If you have any questions feel free to contact Captain Cyril Friday, Lieutenant Jason Jewert or Sergeant Dale Walls at 512-854-9776.



Safety, Integrity, Tradition of Service



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By/Phone Number: Vicki Skinner/854-9522

Elected/Appointed Official/Dept. Head: Rosemary Lehmborg, District Attorney

Commissioners Court Sponsor: Judge Biscoe

Vicki Skinner for Rosemary Lehmborg

AGENDA LANGUAGE:

Receive Fiscal Year 2013 Forfeited Property Account budget from the Travis County District Attorney's Office in accordance with the provisions of Article 59.06(d) of the Texas Code of Criminal Procedure.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County District Attorney's Office is submitting the FY2013 Forfeited Property Account budget in accordance with a statutory requirement. No Commissioners Court action is required.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

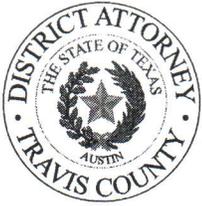
FISCAL IMPACT AND SOURCE OF FUNDING:

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.



Rosemary Lehmburg ☆ **Travis County District Attorney**

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

M E M O R A N D U M

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office

DATE: October 1, 2012

Vicki Skinner for Rosemary Lehmburg

SUBJECT: FY 2013 Forfeited Property Account Budget

Attached is the FY 2013 budget for the Travis County District Attorney's Office Forfeited Property Account. This budget is submitted in accordance with the provisions of Article 59.06(d) of the Texas Code of Criminal Procedure. No Commissioners Court action is required.

cc: Rosemary Lehmburg, District Attorney
Jim Connolly, Assistant County Attorney
Katie Petersen Gipson, Planning and Budget Office
David Jungerman, Auditor's Office

**TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE
FORFEITED PROPERTY ACCOUNT BUDGET
FY2013**

EXPENDITURE CATEGORIES	BUDGET
Salaries and Fringe Benefits	\$299,000
500050 Permanent Employees	
500070 Temporary Employees	
501010 Salaries - POPS	
502010 Overtime	
503010 Longevity Pay-All Employees	
503030 TCLEOSE Pay	
503050 Bilingual Pay	
506010 FICA Tax-OASDI	
506020 FICA Tax-Medicare	
506040 Life Insurance Benefit	
506050 Retirement Contribution	
506060 Worker's Compensation	
506030 Medical Insurance Benefit	
Supplies & Equipment	\$150,000
510020 Books	
510030 Building Maintenance Supplies	
510060 Communication Supplies & E	
510070 Computer Equipment & Perip	
510080 Custodial Supplies & Equip	
510100 Electrical Supplies & Equip	
510140 Hardware Supplies & Equip	
510180 Law Enforcement Supplies	
510200 Office Equipment	
510210 Office Furniture	
510220 Office Supplies	
510230 Office Supplies/Equipment-CO	
510260 Safety Supplies & Equip	
510270 Recreational Supplies & Equip	
510310 Software	

Services		\$66,000
511070	Psychiatric Services	
511270	Notary Services	
511280	Other Legal Services	
511670	Rent-Other Machinery & Equip	
511720	Long Distance	
511730	Postal/Freight Out Services	
511840	Lab Services	
511850	Interpretation/Translation	
511860	Investigative Services	
511900	Other Services	
511950	Temp Personnel Services-CI	
Travel & Professional Development		\$60,000
512010	Travel Encumbrance	
512020	Inhouse Training/Online Co	
512030	Professional Licenses	
512040	Professional Membership	
512050	Registration Conferences	
512060	Subscriptions & Publications	
512090	Travel-Lodging, Meals & Other	
512100	Travel -Mileage	
Court & Law Enforcement Related		\$48,000
514030	Court Costs	
514120	Court Ordered Lab Testing	
514130	Court Transcripts	
514140	Expert Witness Testimony	
514150	Extradition Related Travel	
514190	Medical Exams-Victims	
514230	Substitute Court Reporter	
514260	Witness Expense	
Capital Outlay		
520000	Capital Outlay	\$30,000
Transfers		
595000	Transfers to Other Funds	\$40,000
	TOTAL	\$693,000



Travis County Commissioners Court Agenda Request

Meeting Date: OCTOBER 9, 2012

Prepared By/Phone Number: MARK SAWA, 854-9758
MAJOR, ADMINISTRATION & SUPPORT BUREAU
TRAVIS COUNTY SHERIFF'S OFFICE

Elected/Appointed Official/Dept. Head: GREG HAMILTON, SHERIFF

Commissioners Court Sponsor: COMMISSIONER RON DAVIS

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

- A. RECOGNIZE THE 2011 "LEAP OF THE HEROES" WOUNDED WARRIOR PROJECT (SHOW VIDEO)
- B. ANNOUNCE THE 2012 "LEAP OF THE HEROES" WOUNDED WARRIOR PROJECT NOVEMBER 9, 2012 OUTREACH PROJECT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

MEMO AND FLYER

STAFF RECOMMENDATIONS:

CONTINUE THE OUTREACH OPPORTUNITY

ISSUES AND OPPORTUNITIES:

THE "LEAP OF THE HEROES" TANDEM SKY-DIVE IS FOR SERVICE MEN AND WOMEN DESIGNED TO HONOR AND EMPOWER OUR AMERICAN HEROES.

FISCAL IMPACT AND SOURCE OF FUNDING:

THERE IS NO FISCAL IMPACT. THE PROGRAM IS SUPPORTED BY COMMUNITY PARTNERSHIP AND EXISTING FUNDING SOURCES.

REQUIRED AUTHORIZATIONS:

MARK SAWA, MAJOR – SHERIFF'S ADMINISTRATION & SUPPORT BUREAU
854-9758

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



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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www.tcsheriff.org

JAMES SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

October 3, 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: Sheriff Greg Hamilton

SUBJECT: Wounded Warriors Project "Leap of the Heroes!"

On October 7th 2011, the Travis County Sheriffs Office and Skydive San Marcos hosted an event which we titled, "The Leap of the Heroes II." This event was the second Leap of the Heroes event that occurred in consecutive years at Skydive San Marcos in Fentress, Texas. As you may remember, this event is primarily about providing tandem skydives to Wounded Warriors, however, as it turned out, it became far more than that. The sense of accomplishment and service felt by the members of the Travis County Sheriffs Office, the staff at Skydive San Marcos, students and staff of the Irene Mendez Elementary School and the many police officers and spectators who attend the event was indescribable.

The annual Leap of the Heroes event started off with multiple police agencies meeting at the San Marcos Police Department. The Wounded Warriors caravanned from the Center for the Intrepid in San Antonio (CFI) and joined their partners in Law Enforcement the SMPD. From there a police escort, which stretched well over a mile and involved Police from all over Central Texas, escorted the Wounded Warriors, their families and their staff through the City of San Marcos, Texas to an Elementary School in the heart of San Marcos. At the Irene Mendez Elementary School, the Warriors met with over 300 students that presented them with cards and letters that they personally designed for the Warriors. During the past two events, the students sang the song, "Proud to be an American," and there was not a dry eye in the group of cops, teachers or Warriors in attendance. From the school, the Police escorted the Warriors to Skydive San Marcos. En-route to the dropzone, the City of San Marcos literally came to a standstill as the police escort rolled through their town. After arriving at the dropzone, the Warriors were treated to a tandem skydive, a DVD of the Warriors skydive and digital photographs of the event. Everyone that attended the event was treated to a BBQ lunch that was prepared by an award winning BBQ Team. Every penny of the event was funded by donations from members of the Sheriffs Office, community donations and sponsors. By the end

of the day we fed about 300 people and we had slightly over that number in attendance. The past two events were thoroughly covered by the electronic and written media; to the degree that several news stations not only made it their top story for the day, they provided live feeds from the dropzone during the day! It was an unbelievable success.

We put together a video compilation of both events. Those videos are available for your viewing pleasure on You Tube or I will provide you copies at your request.

The Wounded Warrior Project (WWP) is a non-profit organization devoted to helping wounded warriors by raising public awareness and offering programs to rehabilitate and reintegrate injured service members from the wars in Iraq and Afghanistan. Specifically, the "Leap of the Heroes" tandem sky-dive is for those wounded warriors and it is designed to honor and empower these heroes.

On November 9, 2012 the Travis County Sheriffs Office and Skydive San Marcos will again host the Wounded Warriors Project, "Leap of Heroes III." Numerous Central Texas law enforcement agencies and the Irene K. Mendez Elementary school will once again participate in making this yet another unforgettable event.



Safety, Integrity, Tradition of Service



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 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 Budget Markup Voting Sessions of August 28 and 29, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

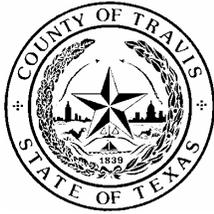
STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Commissioners Court Wednesday, August 29, 2012 Budget Mark-Up 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 August 29, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and 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

Introduction

Introduction

Members of the Court heard from:

Jessica Rio, Budget Director, Planning and Budget Office (PBO)
Leslie Browder, County Executive, PBO

RESULT: DISCUSSED

FY 2013 Preliminary Budget

1. Review of Budget Status since FY 2013 Preliminary Budget was filed:
 - a. Review of 4th Revenue Estimate
 - b. Review of changes to FY 2012 Preliminary Budget

Members of the Court heard from:

Leslie Browder, County Executive, PBO

RESULT: DISCUSSED

2. Review of updated tax information and revenue implications, including:
 - a. Proposed rate of \$0.5001 (2.99% above the Effective Tax Rate)
 - b. Preliminary Budget Rate of \$0.4979 (2.53% above Effective Tax rate)

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO

RESULT: DISCUSSED

3. Review television screens and how to track Budget Mark-Up changes

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Leroy Nellis, Transition Budget Director, PBO
Leslie Browder, County Executive, PBO

RESULT: DISCUSSED

4. Approve the Preliminary Budget to establish a baseline for the beginning of Budget Mark-Up

Members of the Court heard from:

Leslie Browder, County Executive, PBO

MOTION: Approve the FY 2013 Preliminary Budget.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Changes List

5. Approve Changes List, including conversion of Preliminary Budget from HTE to SAP

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Leroy Nellis, Transition Budget Director, PBO
Bill Derryberry, Senior Budget Analyst, PBO
Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Approve the Changes List.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Samuel T. Biscoe, Judge

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Compensation Issues including POPS

6. POPS Compensation

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Travis Gatlin, Senior Budget Analyst, PBO
Leslie Browder, County Executive, PBO
Todd Osburn, Compensation Manager, Human Resources and Management Department (HRMD)
Diane Poirot, Director, HRMD
Greg Hamilton, Travis County Sheriff
Brett Spicer, Travis County Sheriffs' Law Enforcement Association (TCSLEA)
Sergeant Leal, Travis County Sheriff's Office (TCSO)
Sergeant James Hodge, Travis County Sheriff's Officers Association (TCSOA)

MOTION: Fund 6% plus one step in 2013.
MOVER: Samuel T. Biscoe, Judge

Clerk's Note: The Motion died for lack of a Second.

MOTION: Approve Option 4.
RESULT: **APPROVED [3 TO 2]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
NAYS: Samuel T. Biscoe, Sarah Eckhardt

FY 2013 Security Budget Options

7. Follow up from Budget hearings: Convene in Executive Session to discuss options from Security Budget Hearings.

Security Action Item #1

Security Committee's Recommendations

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Travis Gatlin, Senior Budget Analyst, PBO
Leslie Browder, County Executive, PBO

MOTION: Approve Security Action Item #1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Security Action Item #2

Assessment

Members of the Court heard from:

Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve Security Action Item #2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Security Action Item #4

Fund Earmark of \$272,750 on Allocated Reserve for Constable Staffing; Earmark CAR Reserve for \$61,954 for same

Members of the Court heard from:

Travis Gatlin, Senior Budget Analyst, PBO
Jessica Rio, Budget Director, PBO

MOTION: Approve Security Action Item #4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Security Action Item #3

Reduce Remaining Security Reserve Balance

Members of the Court heard from:

Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve Security Action Item #3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

FY 2013 Budget Agenda Worksheet

8. Discuss Fiscal Year 2013 Budget Agenda Worksheet

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO

Clerk's Note: The Court noted additional revenue received from the County Attorney Processing Site Orders (CAPSO) fund of \$30,000.00 and from the District Attorney's Forfeited Property Account of \$35,065.00.

RESULT: DISCUSSED

Reference #444

Indigent Attorney Fee Increase (County Courts at Law)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Alan Miller, Senior Budget Analyst, PBO

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #194

DPS Clerk (Constable Precinct 2)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Bill Derryberry, Senior Budget Analyst, PBO

MOTION: Approve the request.
RESULT: **APPROVED [3 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber
NAYS: Sarah Eckhardt, Margaret J. Gómez

Reference #270a

Reclassifications (2) as recommended by HRMD on August 10, 2012, Slot 14 to Pretrial Manager and Slot 16 to Office Manager (Pretrial Services)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Dr. Geraldine Nagy, Community Supervision and Corrections Director, Adult Probation

MOTION: Approve the requests in Reference #'s 270a, 271 and NEW1
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #299

Air Quality Assessment (TNR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

MOTION: Approve the request.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber
ABSTAIN: Margaret J. Gómez

Reference #333

RM (Road Maintenance): Contract for ROW Clearing and Tree Removal (TNR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #341

Road to Recovery (formerly Project Recovery) (HHS&VS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Katie Gipson, Senior Budget Analyst, PBO
Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Pete Valdez, Court Administrator, City of Austin
Sherri Blythe, Austin/Travis County Integral Care (ATCIC)

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #342

Expansion to Re-Entry Services Revised (HHS&VS)

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Katie Gipson, Senior Budget Analyst, PBO

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #343

MHPD Case Worker (HHS&VS)

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Roger Jeffries, County Executive, JPS

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #419

Workforce Solutions, Enhanced Rapid Employment Model (HHS&VS) and

Reference #420

Workforce Solutions, Quality Child Care Collaboration (QC3)

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Sherri Fleming, County Executive, Travis County Health and Human Services and
Veterans Services (TCHHS&VS)

MOTION: Approve the request.
RESULT: **APPROVED [4 TO 1]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
NAYS: Karen L. Huber

Reference #424a, 436a–440a

EMS Reserve to Fund Aviation Communication, Emergency Svcs Data Repository System, 2
new EMS Ground Stations and expansion of 2 half-time stations to full time (EMS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Leslie Browder, County Executive, PBO
Danny Hobby, County Executive, Emergency Services
Sherri Fleming, County Executive, TCHHS&VS
Bill Derryberry, Senior Budget Analyst, PBO
Tony Marquardt, President, Austin Travis County EMS Employees Association
Flo Solis, Chief, Emergency Services District #4 (ESD #4)

Clerk's Note: The Court discussed Reference #436, fully staffing the Austin Colony Unit.

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court discussed Reference #440, the Emergency Services Data Repository System.

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court discussed Reference #438, fully staffing the Bee Caves Unit.

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court discussed Reference #439, fully staffing the Kelly Lane Unit.

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #40

Mobile Data Program FTE (ITS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

Walter LaGrone, Information Technology Director, Information Technology Services (ITS)

MOTION: Approve the request and place in the Parking Lot.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
NAYS: Sarah Eckhardt

Reference #45

Virtual Tape Library Option 3 (ITS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

RESULT: **DISCUSSED**

Reference #169

Placeholder - 2 new Criminal Courts for 2015 (Criminal Courts)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

RESULT: DISCUSSED

Reference #211

Lake Patrol Deputies (TCSO)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

MOTION: Approve the Request.

RESULT: APPROVED [4 TO 1]

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Ron Davis, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

NAYS: Samuel T. Biscoe

Reference #220a

HEAT Deputies (1 FTE) (TCSO)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

Travis Gatlin, Senior Budget Analyst, PBO

Phyllis Clair, Major, TCSO

MOTION: Approve the request.

RESULT: APPROVED [UNANIMOUS]

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #254a

Shelving for Evidence Lab as discussed in budget hearings. Shelving will be used in existing space (TCSO)

Reference #254a

Lockers for Evidence Lab as discussed in budget hearing. Lockers will be used in existing space (TCSO)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve the request.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #303

External request from Envision Central Texas (TNR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

MOTION: Approve the request.
RESULT: **APPROVED [3 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber
NAYS: Sarah Eckhardt, Margaret J. Gómez

Reference #304

Park roads and parking lot maintenance (Funding also requires funding #323 totaling \$219,373 in capital. Total cost \$329,060.) (TNR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Cynthia McDonald, Financial Manager, TNR
Steve Manilla, County Executive, TNR

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #313

Kellam to Pearce Road reconstruction and ROW acquisition (TNR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Steve Manilla, County Executive, TNR

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #314

R&B (Road & Bridge): Bridge Rehabilitation (TNR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Steve Manilla, County Executive, TNR

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #319

R&B (Road & Bridge): Capital Drainage Projects (TNR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Travis Gatlin, Senior Budget Analyst, PBO
Leslie Browder, County Executive, PBO
Steve Manilla, County Executive, TNR

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #323

Park roads and parking lot maintenance (Funding also requires funding #304 totaling \$109,687 in operating. The total cost is \$329,060) (TNR)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

RESULT: **DISCUSSED**

Reference #335

Public Works: FM 1626 Right-of-Way Purchase (TNR)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Steve Manilla, County Executive, TNR
Jeremy Broadhead, Business Analyst I, PBO
Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #339

Re-Entry Roundtable (HHS&VS)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO
Travis Gatlin, Senior Budget Analyst, PBO
Katie Gipson, Senior Budget Analyst, PBO

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #350

Media Producer/Administrative Associate (RMCR)

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

MOTION: Approve the request.
RESULT: **APPROVED [3 TO 2]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
NAYS: Sarah Eckhardt, Karen L. Huber

Reference #370

Law Library Personnel (RMCR)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Allan Miller Senior Budget Analyst, PBO

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #374

Finance Officer - Increase Financial Infrastructure to Maintain Fiscal Compliance (HHS&VS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Sherri Fleming, County Executive, TCHHS&VS
Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Approve two FTE's – one account associate and one contract compliance specialist.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #383

Department Wide: Increase Investment in Independent Program Evaluation Services (HHS&VS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #395

Summer Youth Employment (WBL) - Expand Program - Summer Liaisons (HHS&VS)

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #407

Arc of Capital Area Case Management (HHS&VS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #408

Austin Child Guidance Center, Latino Children's Mental Health Project (HHS&VS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve the request.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
NAYS: Karen L. Huber

Reference #409

Boys and Girls Club of Austin, New Clubs and Enhancement (HHS&VS)

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #412

Green Doors Permanent Supportive Housing Program at Glen Oaks Corner (HHS&VS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Diana Ramirez, Senior Budget Analyst, PBO
Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve the request.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #417

Skillpoint Alliance, Gateway Training Program (HHS&VS)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO

MOTION: Approve the request.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #425

Wildland Fire Fighting Aircraft (Emergency Services)

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Danny Hobby, County Executive, Emergency Services
Casey Ping, Program Director, STAR Flight

MOTION: Place this Item in the Parking Lot for evaluation.
RESULT: APPROVED [3 TO 2]
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
NAYS: Samuel T. Biscoe, Sarah Eckhardt

Reference #340.a-d

Council on At-Risk Youth Options 1 through 4 (HHS&VS)

Members of the Court heard from:

Katie Gipson, Senior Budget Analyst, PBO
Jessica Rio, Budget Director, PBO
Adrian Moore, Director, Council for At-Risk Youth (CARY)

MOTION: Approve the request for \$200,000.00.
RESULT: APPROVED [4 TO 1]
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
NAYS: Karen L. Huber

Reference #421

Spanish Language Instruction and Cultural Exchange Program (HHS&VS)

Members of the Court heard from:

Roscoe Overton, Executive Director, The Overton Group

MOTION: Approve the request.
RESULT: APPROVED [3 TO 2]
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
NAYS: Sarah Eckhardt, Karen L. Huber

FY 2013 Tax Rate

9. Approve FY 2013 tax rate

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Jeremy Broadhead, Business Analyst I, PBO

MOTION: Set the Fiscal Year 2012 Tax Rate at \$0.5001 per \$100.00 valuation which is 2.99% above the Effective Tax Rate.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Updates

Added Items

Members of the Court heard from:
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO

RESULT: DISCUSSED

Overview

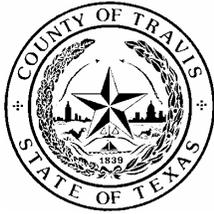
Members of the Court heard from:
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO

RESULT: DISCUSSED

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Thursday, August 30, 2012 Budget Mark-Up 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 August 30, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, 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

Update

Update

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)
Jessica Rio, Budget Director, PBO
Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Approve a \$1 million earmark against Allocated Reserve for Travis County Sheriff's Office (TCSO) Overtime and create a \$250,000.00 earmark against the Capital Acquisition Resources (CAR) Reserve for FM 1626 ROW Purchases.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reserves Reduction

Clerk's Note: The Court discussed Staff recommendations for reducing the Transition, Emergency, and Allocated Reserves.

MOTION: Approve Staff recommendations.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Parking Lot Items

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Jeremy Broadhead, Business Analyst I, PBO

MOTION: Approve the 25 Items in the Parking Lot, totaling \$2,683,465.00
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reserves reduction to fund Parking Lot Items

Members of the Court heard from:
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve reductions in the Salary Savings, Emergency, Allocated, Future Grant Requirements and State Cuts/Grants Reserves, totaling \$2,683,465.00, to pay for the Parking Lot Items.
RESULT: **APPROVED [4 TO 1]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
NAYS: Sarah Eckhardt

FY 2013 Budget Agenda Worksheet

Reference #307a

R&B (Road & Bridge): Traffic signal new installation - Tudor House Road (TNR)

Members of the Court heard from:
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Jessica Rio, Budget Director, PBO

MOTION: Approve the request, adding \$150,000.00 to the CO issuance.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #NEW 4

Disparity study to allow for HUB requirements (Purchasing)

MOTION: Approve the request as an earmark against Allocated Reserve.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

PromoSalud Scholarships and Workforce Deployment

Members of the Court heard from:
Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Approve a \$100,000.00 earmark against Allocated Reserve.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #324

R&B: East Service Center FM 969 entrance (TNR)

Members of the Court heard from:
Steve Manilla, County Executive, TNR
Jessica Rio, Budget Director, PBO
Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve the request, adding the Item to the CO list.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Reference #NEW 3

Business Consultant II (Treasurer's Office)

Members of the Court heard from:
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Jeremy Broadhead, Business Analyst I, PBO
Leroy Nellis, Transition Budget Director, PBO

MOTION: Approve the request.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
NAYS: Sarah Eckhardt

MOTION: Fund the request from the Transition Reserve.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
NAYS: Sarah Eckhardt

Reference #422

Jump On It Summer Youth and Family Program (HHS&VS)

MOTION: Approve the request.
MOVER: Ron Davis, Commissioner
RESULT: **DIED FOR LACK OF A SECOND**

Update

Members of the Court heard from:
Jessica Rio, Budget Director, PBO

MOTION: Direct HRMD to advertise for the new positions approved during the Budget process.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

10. Approve earmarks on reserves: Allocated Reserve and Capital Acquisition Resources (CAR) Reserve.

Members of the Court heard from:
 Jessica Rio, Budget Director, PBO
 Travis Gatlin, Senior Budget Analyst, PBO
 Diana Ramirez, Senior Budget Analyst, PBO
 Leroy Nellis, Transition Budget Director, PBO

MOTION: Approve the earmarks on the Allocated and CAR Reserves.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

11. Approve FY 13 CAR (with the exception of re-budgeted CAR Items).

Members of the Court heard from:
 Jessica Rio, Budget Director, PBO

RESULT: **DISCUSSED**

12. Authorize Planning and Budget Office to adjust Unallocated Reserve and balance against Allocated Reserve based on the Fifth Revenue Estimate.

Members of the Court heard from:
 Jessica Rio, Budget Director, PBO
 Leslie Browder, County Executive, PBO

MOTION: Approve Item 12.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

MOTION: Direct Staff to add any additional revenue to the Allocated Reserve.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



**Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation**

Meeting Date: October 9, 2012

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

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to A) approve submission of letters to eight multifamily bond properties regarding the Corporation's annual compliance audits; and B) approve submission of eight invoices of \$500.00 each to the property owners for staff's time.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Budget Manager/854-9066

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

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
ENDEAVOR/RESIDENCES AT THE DOMAIN
2012 COMPLIANCE EXAMINATION REPORT**

DATE: July 2, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Endeavor/Residences at the Domain
Apartments

SUMMARY AND BACKGROUND INFORMATION

Endeavor/Residences at the Domain was the beneficiary of an Economic Development Agreement dated August 26, 2003, which has an affordability component at the property as mandated in Attachment C to the Agreement. The property has 600 residential units in addition to retail and office space, the latter of which are outside the scope of the Attachment C. The property is located at 11400 Domain Drive, Austin, Texas. The owner of the development is EGP Management, L.L.C.

SCOPE

A minimum of 60 units (10% of 600) must be occupied by Eligible Tenants with incomes of 65 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Economic Development Agreement.

On June 29, 2012, we completed an onsite examination of the Endeavor/Residences at the Domain Apartments. The audit focused on the requirements of the owner to lease at least: (a) 10% of the 600 total dwelling units to tenants whose annual income does not exceed 65% of Austin annual median gross income “AMI” (referred to as Eligible Tenants).

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. All sixty Eligible Tenant files were reviewed with no findings, and all 60 tenants had compliant incomes of 65% of AMI or less as stipulated in the Agreement.

CONCLUSION AND RECOMENDATIONS

No actions are deemed necessary.

Staff request approval to invoice Endeavor/Residences at the Domain a \$500.00 examination fee.

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Manager
Andrea Shields, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

July 2, 2012

Ms. Melanie Feather
Endeavor/Residences at the Domain
11400 Domain Drive
Austin, TX 78758

Re: Endeavor/Residences at the Domain Compliance Audit

Dear Ms. Feather:

We have completed the compliance audit of the Residences at the Domain. The purpose of the audit was to ensure compliance with the affordability restrictions established by the Economic Development Agreement. The Agreement requires that a minimum of 60 units (10% of 600) must be occupied by Eligible Tenants with incomes of 65 percent of the Area Median Income or less.

Based on our on-site compliance audit of June 29, 2012, Residences at the Domain is in compliance with the Economic Development Agreement. We had no findings, and all reviewed tenant files were in good order. Thank you for the courtesy you all showed us during our on-site visit and for your dedication in maintaining compliance with the affordability restrictions. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

October 1, 2012

Endeavor/Residences at the Domain
Attn: Melaine Feather, Property Manager
11400 Domain Drive
Austin, TX 78758

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Residences at the Domain compliance examination for June 29, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
METROPOLIS APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: July 31, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Metropolis Apartments

SUMMARY AND BACKGROUND INFORMATION

On July 1, 2001, the Corporation issued \$19,100,000 in Multifamily Housing Revenue Bonds for The Metropolis Apartments Project. The bonds were issued to finance the acquisition and rehabilitation of a 308-unit multifamily residential development located at 2200 S. Pleasant Valley Road, Austin, Texas. The owner of the development is METROPOLIS-AVC, INC, a Texas nonprofit corporation.

SCOPE

A minimum of 62 units (20% of 308) must be occupied by Low Income Tenants with incomes of 50 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

On July 20, 2012, we completed an onsite examination of the Metropolis Apartments. The audit focused on the requirements of the owner to lease at least: (a) 20% of the 308 total dwelling units to tenants whose annual income does not exceed 50% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income.

We examined 60 tenant files for the following items:

- To ensure the income requirements were met;
- To ensure that tenants were recertified annually;
- To ensure that proper income verification was in the file (letter from employer, last three pay stubs or last year’s W-2 or Form 1040).
- To ensure the Income Certification form was signed and notarized within 30 days of the move-in date

We also confirmed with Debra Sell, the property manager, that Metropolis Apartments continues to work with SafePlace to serve up to five families. Management reports that all five SafePlace units are currently occupied. We audited two SafePlace tenant files during our compliance audit.

In our opinion, Metropolis Apartments has met the housing requirements as set forth in the Regulatory Agreement.

We are asking the Board's approval to forward a letter relaying the findings of the audit to the property owner, along with an invoice for \$500.00 for staff's time.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Metropolis a \$500.00 examination fee.

cc: Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Andrea Shields, Manager
Karen Thigpen, Assistant Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

July 24, 2012

Mr. Brant Baber
Metropolis-AVC, Inc.
10340 Democracy Lane, Suite 210
Fairfax, Virginia 22030

Re: The Metropolis Apartments Compliance Audit

Dear Mr. Baber:

We have completed the compliance audit of the Metropolis Apartments. The purpose of the audit was to ensure that (1) 20% of the total number of apartment units of the Project are rented to and occupied by Low Income Tenants and (2) at least 90% of the apartment units of the Project are rented to and occupied by Eligible Tenants. Additionally, the Regulatory Agreement states that tenant income certifications are required annually.

Based on our on-site compliance audit of July 20, 2012, Metropolis Apartments is in compliance with the Regulatory Agreement. We had no findings, and all reviewed tenant files were in good order. Thank you for the courtesy you all showed us during our on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget

Leroy Nellis, Budget Director
Andrea Shields, Manager

Debra Sell
Metropolis Apartments
2200 South Pleasant Valley Road
Austin, Texas 78741

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

October 1, 2012

Metropolis Apartments
Attn: Brant Baber
Metropolis-AVC, Inc.
10340 Democracy Lane, Suite 210
Fairfax, VA 22030

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Metropolis Apartments compliance examination for July 20, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
MOUNTAIN RANCH APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: August 20, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Mountain Ranch Apartments

SUMMARY AND BACKGROUND INFORMATION

On December 1, 1998, the Travis County Housing Finance Corporation (“Corporation”) issued \$9,128,000 in Revenue Bonds for the construction of a 212-unit multifamily residential development. The development is named Mountain Ranch Apartments located on 2425 E. Riverside Drive, Austin, Texas 78741. The owner is Collier Ranch Limited Partnership.

SCOPE

A minimum of 79 units (40% of 196) must be occupied by “Low Income Tenants” with a total family income at or below 60% of Area Median Family Income (“AMI”). Additionally, a minimum 177 units (90% of 196) must be occupied by “Eligible Tenants” whose income does not exceed 120% of AMI. Tenant incomes must be recertified annually per the Regulatory Agreement.

Mountain Ranch received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to “Low Income Tenants”.

On February 13, 2012, staff initiated a compliance examination. The audit focused on performance requirements set forth by the Regulatory Agreement dated December 1, 1998. Based on the results of that initial audit, summarized below, we scheduled a follow up audit for August 17, 2012 to confirm issues had been addressed.

AUDIT FINDINGS

In the initial audit in February 2012, the overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. However, management was following TDHCA’s compliance regulations and were not certifying tenant incomes annually. Instead they were recertifying every three years. Therefore, we were unable to confirm that current tenants are or are not currently income qualified to reside at the property, and we are unable to conclusively confirm whether the property is in compliance with 40% of the units at 60% AMI and 90% at 120% AMI. The follow up audit was performed to confirm that management had recertified tenant incomes and that procedures were in place to update tenant income information annually.

We reviewed a total of 50 tenant files: all contained updated tenant incomes certifications and were in good order. No findings were found.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Mountain Ranch a \$500.00 examination fee.

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

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P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

September 18, 2012

Ms. Megan May, Property Manager
Mountain Ranch Apartments
2425 E. Riverside Drive
Austin, Texas 78741

RE: August 17, 2012 Follow-up Compliance Audit

Dear Ms. May:

We have completed the compliance examination of Mountain Ranch Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the follow-up audit of August 17, 2012, was to confirm that tenant income certifications are now being completed annually per the Regulatory and Land Use Restriction Agreement. We had no findings, and all tenant files reviewed had tenant incomes updated or appropriate action was taken if the resident was uncooperative in providing requested information.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Megan, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

**cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager**

TRAVIS COUNTY HOUSING FINANCE CORPORATION

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(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

October 1, 2012

Mountain Ranch Apartments
Attn: Megan May, Property Manager
2425 E. Riverside Drive
Austin, TX 78741

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Mountain Ranch Apartments compliance examination for August 17, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
THE PARK AT WELLS BRANCH APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: September 18, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – The Park at Wells Branch Apartments

SUMMARY AND BACKGROUND INFORMATION

On June 1, 2002, the Corporation issued \$17,740,000 in Multifamily Housing Revenue Bonds for the acquisition of The Park at Wells Branch Apartments Project. The property offers 304-units and is located at 1915 Wells Branch Parkway, Austin, Texas. The owner of the development is CHC Park at Wells Branch, LLC, a Texas limited liability company. The owner is a CHDO non-profit entity.

SCOPE

A minimum of 61 units (20% of 304) must be occupied by Low Income Tenants with incomes of 50 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

On August 23, 2012, we completed an on-site file audit of The Park at Wells Branch Apartments. The audit focused on the requirements of the owner to lease at least: (a) 20% of the 304 total dwelling units to tenants whose annual income does not exceed 50% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income. Staff reviewed 61 tenant files.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in generally satisfactory condition. No significant exceptions were noted during the examination. Overall, based on our on-site audit, The Park at Wells Branch appears to be in compliance with the Regulatory Agreement, and tenant incomes are recertified annually.

CONCLUSION AND RECOMENDATIONS

The property is in compliance with the LURA and there are no recommended actions by staff.

Staff request approval to invoice The Park at Wells Branch Apartments a \$500.00 examination fee.

cc: Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Andrea Shields, Manager
Karen Thigpen, Assistant Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

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P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

September 18, 2012

Ms. Laura Dominguez, Property Manager and
Mr. Peter Rodriguez, Regional Compliance Manager
The Park at Wells Branch Apartments
1915 Wells Branch Parkway
Austin, Texas 78728

RE: August 23, 2012 Compliance Audit

Dear Ms. Dominguez and Mr. Rodriguez:

We have completed the compliance examination of The Park at Wells Branch Apartments. The purpose of the examination was to ensure that *(a) 20% of the dwelling units to tenants whose income does not exceed 50% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the compliance audit of September 14, 2012, was to ensure compliance with the income restrictions and annual tenant income certifications per the Regulatory and Land Use Restriction Agreement. We had no findings.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
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(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

October 1, 2012

The Park at Wells Branch Apartments
Attn: Laura Dominguez, Property Manager
1915 Wells Branch Parkway
Austin, TX 78728

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the The Park at Wells Branch Apartments compliance examination for August 23, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
WESTCHESTER WOODS APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: August 30, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Westchester Woods Apartments

SUMMARY AND BACKGROUND INFORMATION

On January 25, 2002, the Corporation issued \$15,750,000 in Bonds for the construction of a 250-unit multifamily residential development called Westchester Woods Apartments. The apartments are located at 19600 Heatherwilde Boulevard in Pflugerville. The owner is Westchester Woods, LTD., a Texas limited partnership. The developer is Wendover Housing Partners, a company located in Lake Mary, Florida.

SCOPE

A minimum of 100 units (40% of 250) must be occupied by Low Income Tenants with incomes of 60 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement. It should be noted that the property received 4% housing tax credits from TDHCA and maintains 100% of the property’s units at 60% AMI based on this allocation.

On August 29, 2012, we completed an onsite examination of Westchester Woods Apartments. The audit focused on the requirements of the owner to lease at least: (a) 40% of the 250 total dwelling units to tenants whose annual income does not exceed 60% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income.

We examined 50 tenant files for the following items:

- To ensure the income requirements were met;
- To ensure that tenants were recertified annually;
- To ensure that proper income verification was in the file (letter from employer, last three pay stubs or last year’s W-2 or Form 1040).
- To ensure the Income Certification form was signed within 30 days of the move-in date or lease renewal.

In our opinion, Westchester Woods Apartments has generally met the housing requirements as set forth in the Regulatory Agreement.

We are asking the Board's approval to forward a letter relaying the findings of the audit to the property owner, along with an invoice for \$500.00 for staff's time.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. We did note several files that had Tenant Income Certifications in accordance with lease renewal dates that were significantly different than the date of the signature of the tenant on the form, exceeding 30 days. All of these files were discussed with Peter Rodriguez, the Regional Compliance Manager, who indicated in each case the tenants had been notified to sign the form in a timely manner, but tenants were not responding in a timely manner. Management is continuing to pursue signatures from these residents.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Westchester Woods a \$500.00 examination fee.

cc: Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Andrea Shields, Manager
Karen Thigpen, Assistant Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

September 18, 2012

Ms. Laura Dominguez, Property Manager and
Mr. Peter Rodriguez, Regional Compliance Manager
Westchester Woods
19600 Heatherwilde Boulevard
Pflugerville, Texas 78760

RE: August 29, 2012 Compliance Audit

Dear Ms. Dominguez and Mr. Rodriguez:

We have completed the compliance examination of Westchester Woods. The purpose of the examination was to ensure that (a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants"). Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the compliance audit of September 14, 2012, was to confirm that tenant income certifications are now being completed annually and to ensure compliance with the income restrictions per the Regulatory and Land Use Restriction Agreement. We had no findings.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

October 1, 2012

Westchester Woods Apartments
Attn: Laura Dominguez, Property Manager
19600 Heatherwilde Blvd.
Pflugerville, TX 78760

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Westchester Woods Apartments compliance examination for September 14, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
WOODWAY SQUARE APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: September 18, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Compliance Examination – Woodway Square Apartments

SUMMARY AND BACKGROUND INFORMATION

On February 1, 2003, the Corporation issued \$13,750,000 in Multifamily Housing Revenue Bonds for Woodway Square Apartments Project. The bonds were issued to finance the construction of a 240-unit multifamily residential development located at 1700 Teri Road, Austin, Texas. The owner of the development is Teri Road Housing, Ltd.

SCOPE

A minimum of 96 units (40% of 240) must be occupied by Low Income Tenants with incomes of 60 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

Woodway Square Apartments received 4% LIHTC from the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to “Low Income Tenants”.

On March 23, 2012, we completed an onsite examination of the Woodway Square Apartments. The audit focused on the requirements of the owner to lease at least: (a) 40% of the 240 total dwelling units to tenants whose annual income does not exceed 60% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income. At the time, management was following the compliance standards of TDHCA, which require that tenant incomes be certified every three years. On September 14, 2012, we completed a follow-up audit to ensure that the compliance activities at the property are in compliance with the LURA, which requires that tenant incomes be certified annually.

AUDIT FINDINGS

Overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. Management has completed tenant income recertifications for the last six months, and has established policies and forms to ensure that all tenants are recertified annually upon renewal. We are now able to conclusively confirm that the property is in compliance with 40% of the units at 60% AMI and 90% at 120% AMI.

CONCLUSION AND RECOMENDATIONS

The property is in compliance with the LURA and there are no recommended actions by staff.

Staff request approval to invoice Woodway Square Apartments a \$500.00 examination fee.

cc: Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Andrea Shields, Manager
Karen Thigpen, Assistant Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

September 18, 2012

Ms. Rocio Hunsberger, Property Manager
Woodway Square Apartments
1700 Teri Road
Austin, Texas 78744

RE: September 14, 2012 Follow-up Compliance Audit

Dear Ms. Hunsberger:

We have completed the compliance examination of Woodway Square Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the follow-up audit of September 14, 2012, was to confirm that tenant income certifications are now being completed annually per the Regulatory and Land Use Restriction Agreement. We had no findings, and all tenant files reviewed had tenant incomes updated or appropriate action was taken if the resident was uncooperative in providing requested information.

Thank you for the courtesy you showed me during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Ms. Hunsberger, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. Box 1748
(512) 854-9116

700 Lavaca Street, Suite 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

October 1, 2012

Woodway Square Apartments
Attn: Rocio Hunsberger, Property Manager
1700 Teri Road
Austin, TX 78744

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Woodway Square Apartments compliance examination for September 14, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
THE VILLAGE AT COLLINWOOD APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: October 1, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Follow up Compliance Examination – The Village at Collinwood Apartments

SUMMARY AND BACKGROUND INFORMATION

On December 1, 1999, the Corporation issued \$7,500,000 in revenue bonds for the construction of a 174-unit multifamily residential development. The development is called The Village at Collinwood and is located at 1001 Collinwood West Drive, Austin, Texas 78753. The owner is Collinwood Seniors Ltd., L. P., a Texas limited partnership.

SCOPE

A minimum of 70 units (40% of 174) must be occupied by Low Income Tenants with incomes of 60 percent of the Area Median Income (“AMI”) or less. Tenant incomes must be recertified annually per the Regulatory Agreement.

Village at Collinwood Apartments received 4% LIHTC from the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to “Low Income Tenants”.

On March 15, 2012, we completed an onsite examination of the Village at Collinwood Apartments. The audit focused on the requirements of the owner to lease at least: (a) 40% of the 174 total dwelling units to tenants whose annual income does not exceed 60% of Austin annual median gross income “AMI” (referred to as Low Income Tenants) and (b) 90% of the dwelling units to tenants (called Eligible Tenants) whose annual income does not exceed 120% of Austin median income. Based on the results of that initial audit, summarized below, we scheduled a follow up audit for September 26, 2012 to confirm issued had been addressed.

AUDIT FINDINGS

In the initial audit in March 2012, the overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. However, management was following TDHCA’s compliance regulations and were not certifying tenant incomes annually. Instead they were recertifying every three years. Therefore, we were unable to confirm that current tenants are or are not currently income qualified to reside at the property, and we are unable to conclusively confirm whether the property is in compliance with 40% of the units at 60% AMI and 90% at 120% AMI.

The follow up audit was performed to confirm that management had recertified tenant incomes and that procedures were in place to update tenant income information annually. We reviewed a total of 42 tenant files: all contained updated tenant incomes certifications and were in good order. One file had been updated but management had neglected to notarize the form. The Regional Supervisor is a notary and contact the tenant that day to resign for notarization of the file. Therefore, no findings were noted.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Village at Collinwood a \$500.00 examination fee.

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

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700 LAVACA STREET – SUITE 1560
AUSTIN, TEXAS 78767
Fax (512) 854-4210

October 1, 2012

Ms. LaLisa Lucas, Regional Supervisor
Village at Collinwood Apartments
1001 Collinwood West Drive
Austin, Texas 78721

RE: September 26, 2012 Follow-up Compliance Audit

Dear Ms. Lucas:

We have completed the compliance examination of Village at Collinwood Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the follow-up audit of September 26, 2012, was to confirm that tenant income certifications are now being completed annually per the Regulatory and Land Use Restriction Agreement. We had no findings, and all tenant files reviewed had tenant incomes updated or appropriate action was taken if the resident was uncooperative in providing requested information.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Ms. Lucas, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

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Invoice

October 1, 2012

Village at Collinwood
Attn: LaLisa Lucas, Regional Supervisor
1001 Collinwood West Drive
Austin, TX 78721

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Village at Collinwood compliance examination for September 26, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
TOWNE VISTA APARTMENTS
2012 COMPLIANCE EXAMINATION REPORT**

DATE: October 1, 2012

TO: Board of Directors, Travis County Housing Finance Corporation

FROM: Andrea Shields, Manager

SUBJECT: Follow up Compliance Examination – Towne Vista Apartments

SUMMARY AND BACKGROUND INFORMATION

On October 3, 2002, the Travis County Housing Finance Corporation (“Corporation”) issued a total of \$13,460,000 in a Revenue Bond issue for the construction of a 280-unit multifamily residential development. The development was named Towne Vista located at 2201 Montopolis Drive, Austin, Texas 78741. The owner is Town Vista, L.P.

SCOPE

A minimum of 112 units (40% of 280) must be occupied by “Low Income Tenants” with a total family income at or below 60% of Area Median Family Income (“AMI”) and rents must be set at 50% of AMI. Additionally, a minimum 252 units (90% of 280) must be occupied by “Eligible Tenants” whose income does not exceed 120% of AMI. Tenant incomes must be recertified annually per the Land Use Restriction Agreement (Section 6. b.)

Towne Vista received 4% tax credits through the Texas Department of Housing and Community Affairs requiring the development to lease 100% of the units to households with incomes of 60% AMI or less.

On March 1, 2012, staff initiated a compliance examination. The audit focused on performance requirements set forth by the Land Use Restriction Agreement (LURA) dated October 1, 2002. Based on the results of that initial audit, summarized below, we scheduled a follow up audit for September 27, 2012 to confirm issues had been addressed.

AUDIT FINDINGS

In the initial audit in March 2012, the overall the tenant files appear to be maintained in satisfactory condition. No significant exceptions were noted during the examination. However, management was following TDHCA’s compliance regulations and were not certifying tenant incomes annually. Instead they were recertifying every three years. Therefore, we were unable to confirm that current tenants are or are not currently income

qualified to reside at the property, and we are unable to conclusively confirm whether the property is in compliance with 40% of the units at 60% AMI and 90% at 120% AMI. The follow up audit was performed to confirm that management had recertified tenant incomes and that procedures were in place to update tenant income information annually. We reviewed a total of 40 tenant files: all contained updated tenant incomes certifications or management was able to provide documentation that the income information had been requested. The documentation indicated that appropriate action was taken with residents who refuse to comply and provide income information.

CONCLUSION AND RECOMENDATIONS

Since the property is complying with all requirements of the Regulatory Agreement, staff request approval to invoice Towne Vista a \$500.00 examination fee.

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

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AUSTIN, TEXAS 78767
Fax (512) 854-4210

October 1, 2012

Ms. Martha Padier, District Manager
Towne Vista Apartments
2201 Montopolis Drive
Austin, Texas 78741

RE: September 27, 2012 Follow-up Compliance Audit

Dear Ms. Padier:

We have completed the compliance examination of Towne Vista Apartments. The purpose of the examination was to ensure that *(a) 40% of the dwelling units to tenants whose income does not exceed 60% of the Area Median Income "AMI" (referred as "Low Income Tenants") and (b) 90% of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants")*. Additionally, the Regulatory and Land Use Restriction Agreement require that income certifications are required annually for all tenants.

The purpose of the follow-up audit of September 27, 2012, was to confirm that tenant income certifications are now being completed annually per the Regulatory and Land Use Restriction Agreement. All tenant files reviewed had tenant incomes updated or appropriate action was taken if the resident was uncooperative in providing requested information.

Thank you for the courtesy you showed us during the on-site visit and for your dedication in maintaining compliance with the Regulatory Agreement. Ms. Padier, we understand and appreciate that these recertifications represented a significant effort and a large time commitment for you and your staff. We do appreciate it and the professionalism and expertise you bring to the property. If there are any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Karen Thigpen
Assistant Corporations Manager

cc: Board of Directors, Travis County Housing Finance Corporation
Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Budget Director
Andrea Shields, Manager

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AUSTIN, TEXAS 78767
Fax (512) 854-4210

Invoice

October 1, 2012

Towne Vista Apartments
Attn: Martha Padier, District Manager
2201 Montopolis Drive
Austin, TX 78741

Please remit the Travis County Housing Finance Corporation the reimbursable fees related to the Towne Vista Apartments compliance examination for September 27, 2012.

BALANCE DUE: \$ 500.00

Payment should be sent to:

Travis County Housing Finance Corporation
Attn: Andrea Shields
700 Lavaca Street, Suite 1560
Austin, Texas 78701