

Commissioners Court Back-up  
Formula One United States Grand Prix™

# Mass Gathering Permit Application

Public Hearing

6/5/2012, 9:00A.M.

**Submitted by Brown McCarroll, L.L.P.**

**On behalf of Circuit of the Americas**

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**SUBMITTAL CHECKLIST**

- √   (1) Application and fee;
- √   (2) Promoter's name and address;
- √   (3) Financial statement that reflects the funds being supplied to finance the MG and each person supplying the funds;
- √   (4) Name and address of the owner of the property on which the MG will be held;
- N/A   (5) Certified copy of the agreement between the promoter and the property owner;
- √   (6) Location and a description of the property on which the MG will be held;
- √   (7) Dates and times that the mass gathering will be held;
- √   (8) Maximum number of persons the promoter will allow to attend the MG and the plan the promoter intends to use to limit attendance to that number;
- √   (9) Name and address of each performer who has agreed to appear at the MG and the name and address of each performer's agent;
- √   (10) Description of each agreement between the promoter and performer;
- √   (11) Description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering;
- √   (12) Description of all preparations being made to provide traffic control, to ensure that the MG will be conducted in an orderly manner, and to protect the physical safety of the persons who attend the MG;
  - 12.A. Traffic Management Plan;
  - 12.B. Exposition Center Parking Agreement;
  - 12.C. Public Safety
  - 12.D. Agreement Providing Fire Protection Services
- √   (13) Description of the preparations made to provide adequate medical and nursing care;
- √   (14) Description of the preparations made to supervise minors who may attend the MG.



## Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



**5555 Airport Blvd, Suite 400, Austin, Texas 78751**  
**Office Phone: 512-854-4621 Fax: 512-854-6471**

Application Date: 05 / 09 / 2012

TNR Application Number: \_\_\_\_\_

TDLR Permit Number: \_\_\_\_\_ or RAS Contact: \_\_\_\_\_

### BUSINESS INFORMATION

**Commercial Establishment, Business or Public Building Name:**

Circuit of the Americas, LLC

**Corporation / DBA Name:**

Circuit of the Americas, LLC

**911 Street Address or Location:**

9201 Circuit of the Americas Blvd.

Numerals	Street/Road Name or Number	City	State	Zip Code	Suite/Unit No.	Page	Block
Del Valle	TX	78617	MAPSCO	707, 708	C, D, G, H, E, J, L, M, Q, R,		U, V

**Exact Legal Description:** See attached "Exhibit 'A'"

Subdivision W.H. Tobin's Subdivision 1890 Lot \_\_\_\_\_ Block \_\_\_\_\_

Phase \_\_\_\_\_ Section \_\_\_\_\_; OR Acres +/- 1038.462 Out of \_\_\_\_\_ Survey # \_\_\_\_\_

Recorded in Real Property Records of Travis County Volume: \_\_\_\_\_ Page: \_\_\_\_\_ Tax Parcel ID #: \_\_\_\_\_

Phone Number: ( 512 ) 301-6600 Secondary Phone Number: ( ) \_\_\_\_\_ Fax Number: ( 512 ) 479-1101

**Proposed Commercial Establishment or Public Building Use Type:** \_\_\_\_\_

Times of Operation: 6 AM ( AM / PM ) 11 PM ( AM / PM ) Days of Week: November 16, 17 and 18, 2012

### CONTACT INFORMATION

**PRINCIPAL CONTACT / PERMITEE / APPLICANT**

Name: Meade Nikelle S. Date of Birth: 10 / 28 / 1970  
Last First Middle Initial

**Mailing Address:**

111 Congress Avenue, Suite 1400, Austin, Texas 78701

Phone Number: ( 512 ) 479-1147 Fax Number: ( 512 ) 479-1101

Email: nmeade@brownmccarroll.com

If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name, date of birth, mailing address, residential address and business address for each general member of the partnership and any limited partners who own at least a ten percent (10%) interest in the partnership on an additional sheet and attach with this permit application.

**OWNER**

Name: Circuit of the Americas, LLC - Steve Sexton, President Date of Birth: 09 / 16 / 1959  
Last First Middle Initial

**Mailing Address:**

301 Congress Avenue, Suite 220, Austin, Texas 78701

Phone Number: ( 512 ) 301-6600 Fax Number: ( 512 ) 479-1101

Email: steve.sexton@circuitoftheamericas.com



# Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



5555 Airport Blvd, Suite 400, Austin, Texas 78751  
Office Phone: 512-854-4621 Fax: 512-854-6471

Commercial Establishment, Business or Public Building Name: \_\_\_\_\_

Start Date of Construction: \_\_\_/\_\_\_/\_\_\_ Square Footage: \_\_\_\_\_

Estimated Cost of Construction: \_\_\_\_\_

Check ONE of the following that applies to the project:

- New Construction
- Substantial Improvement
- Change In Occupancy Classification

"Substantial Improvement" is applicable to an enlarged, altered, repaired, moved, removed, demolished or converted existing structure or infrastructure.

**Supply with this application:**

- > One (1) set of construction and site plans for the proposed building or system containing all plans and specifications; and
- > If the applicant is not the owner in fee simple of the proposed Commercial Establishment or Public Building, a properly executed power of attorney or other written evidence of the agency agreement between the applicant and owner.

**Check only one permit below. Submit a separate application for each permit type.**

- Building Permit
- Shell Building Permit
- Tenant Finish-Out Building Permit

(Building Permit shall include site plans or a Site Permit shall be submitted prior to a Building Permit)

- Site Permit (non-residential)
- Site Permit (residential)
- Preliminary Plat Review

Automatic Fire-Extinguishing System Permit

Fire Alarm and Detection System Permit

Fire Pump Permit

Fire Sprinkler System Permit

Fire Standpipe System

Private Water Supply Permit

Underground Fire Line Permit

Change In Ownership Review

Tent Permit

Fireworks Permit

Mass Gathering Permit

Hazardous Materials Permit

Carnival / Festival Permit

Removal of Underground Storage Tank Permit

Above & Below Ground Storage Tank Installation Permit

Other \_\_\_\_\_ Permit

I, Nikelle Meade, hereby file this application for a fire code permit and if the permit herein applied for is granted, acknowledge myself to be bound to Commissioners' Court of Travis County, Texas to see to it that all provisions of the permit are faithfully performed. Authorization is hereby given to the Travis County Fire Marshal's Office to enter upon the above-described property for the purpose of inspections of proposed construction. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and believe that the submitted information is true, accurate and complete.

Date: 5 / 9 / 2012.

Nikelle Meade  
Signature of Applicant or Attorney

Nikelle Meade  
Printed Name

**OFFICIAL USE ONLY**

TCFMO Permit Number: \_\_\_\_\_ Occupancy ID: \_\_\_\_\_ ESD: \_\_\_\_\_

Exhibit "A"

Tract No.	Acres	Owner Name	Location
1	399.528	Circuit of the Americas (CotA), LLC	Mc Angus Rd
2	3.671	CotA, LLC	Elroy Rd
3	123.720	CotA, LLC	Mc Angus Rd
4	106.008	CotA, LLC	Elroy Rd
5	15.019	CotA, LLC	Elroy Rd
6	34.380	CotA, LLC	Elroy Rd
7	3.423	CotA, LLC	Elroy Rd
8	28.657	CotA, LLC	Elroy Rd
8A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd
9	188.5874	CotA, LLC	FM RD 812
10	78.3484	CotA, LLC	FM RD 812
11	10.060	CotA, LLC	Elroy Rd
12	42.25	CotA, LLC	Elroy Rd
12A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd





**City of Austin**

One Texas Center, 505 Barton Springs Rd. Austin, Texas 78704  
P.O. Box 1088 Austin, Texas 78767  
Phone: (512) 974-2797 Fax: (512) 974-3337

**911 ADDRESSING  
CITY SERVICE ADDRESS VALIDATION**

Date: *May 9, 2012*

**The Following Is A Valid Address:**

Address : 9201 CIRCUIT OF THE AMERICAS BLVD

Building(s) : 2, A, B, C, D, E, F, G, GS, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W

Unit(s) :

\*Please contact the United States Postal Service or go to [www.usps.com](http://www.usps.com) for the correct zip code for this address.

**Legal Description:**

Subdivision : W. H. TOBIN'S SUBDIVISION 1880

Block ID :

Lot ID :

Tax parcel ID : 0348310228

**Jurisdiction:**

AUSTIN 2 MILE ETJ

**County:**

TRAVIS

**Comments:**

Signature: \_\_\_\_\_

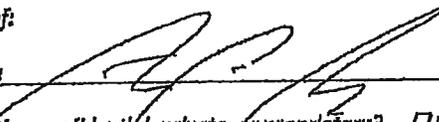
**KELLY DELISIO**

*Disclaimer: The assignment and/or verification of this address does not authorize a change in land use or constitute the City of Austin's approval of any division of real property. The assignment and/or verification of this address does not supersede any requirements of the City of Austin's Land Development Code, the Texas Local Government Code, or any other state or municipal regulations.*

## TRAVIS COUNTY APPLICATION FOR MASS GATHERING OR OUTDOOR MUSIC FESTIVAL PERMIT

Event Information			
Event Name:	Formula 1 United States Grand Prix	Event Location:	Circuit of The Americas 9201 Circuit of The Americas Blvd, Della Valle, TX
Event Date(s) /Times:	November 16, 17, & 18, 2012	Maximum Attendance:	250,000 (Three Day Attendance Total)
Promoter Name:	Circuit of The Americas, LLC	Promoter Address:	301 Congress Avenue, Ste. 220 Austin, TX 78701
Financial Information			
Financial Backer(s):	Circuit of The Americas, LLC	Amount Provided:	\$350 Million
Property Owner:	Circuit of The Americas, LLC	Owner Address:	301 Congress Avenue, Ste. 220 Austin, TX 78701
Property Description:	Circuit Of The Americas is a multi-purpose facility, the first purpose-built Formula One Grand Prix facility in the U.S. Built around a state-of-the-art 3.4-mile circuit track with capacity for 120,000 fans, the facility is designed for any and all classes of racing, including human races. Circuit of The Americas is ideally situated on a 1000-acre site in southeast Austin, approximately two miles from Austin Bergstrom International Airport, with scenic views of downtown.		
Describe or Attach Agreement for Property Use*:			
Performer Information			
Performer Name:	Formula One Management Ltd.	Performer Address:	6 Princes Gate Knightsbridge, London SW7 1QJ
Agent's Name:	N/A	Agent's Address:	N/A
Describe Agreement with Performer:	Ten-year contract for FOM to bring the series to Circuit of The Americas.		
If several performers are expected, attach list with required information.			
Operational Information			
Describe or Attach Plans for:			
Sanitation/Health	Attached.		
Traffic Control	Transportation Plan Attached.		
Public Order/Safety	Public Safety Plan Attached.		
Medical Care	Defined in Public Safety Plan (Attached).		
Controlling Attendance	Defined in Public Safety Plan (Attached).		

I verify that the information provided in this application and its attachments is based on my best information and belief:

Promoter's Signature:  Date: May 7, 2012

Is any of this information confidential, private, or proprietary?  No  Yes-Identify:

PUBLIC SAFETY PLAN; TRANSPORTATION & TRAFFIC PLANS;  
FINANCIAL AND PROPRIETARY CONTRACT INFORMATION

**TRAVIS COUNTY**  
**APPLICATION FOR MASS GATHERING OR OUTDOOR MUSIC FESTIVAL PERMIT**

**ADDITIONAL REQUIREMENTS:**

*\*If you are applying for a mass gathering permit you must also attach:*

- *A certified copy of the agreement between the promoter and the property owner*
- *A description of plans for supervision of minors*
- *The filing fee.*

*If you are applying for an outdoor festival permit, you must also attach:*

- *Name and address for each of the promoter's associates/employees assisting in the promotion of the festival,*
- *A financial statement for the promoter,*
- *A file stamped copy of Registration with the County Clerk's Office, and*
- *The \$5.00 filing fee.*

Item 2

Promoter's Name and Address

Promoter's Name: Circuit of the Americas, LLC  
Address: 301 Congress Avenue, Suite 220  
Austin, Texas 78701

Item 3

Financial Statement

(how mass gathering is being financed)

Financial Backers:        The MG will be funded wholly by COTA. Total event cost has not yet been determined.

Item 4

Name and Address of the Property Owner

(where Mass Gathering will be held)

Property Owners Name: Circuit of the Americas, LLC .

Address: 301 Congress Avenue, Suite 220  
Austin, Texas 78701

Item 5

Certified Copy of Agreement

Not Applicable – The promoter and the property owner are the same entity.

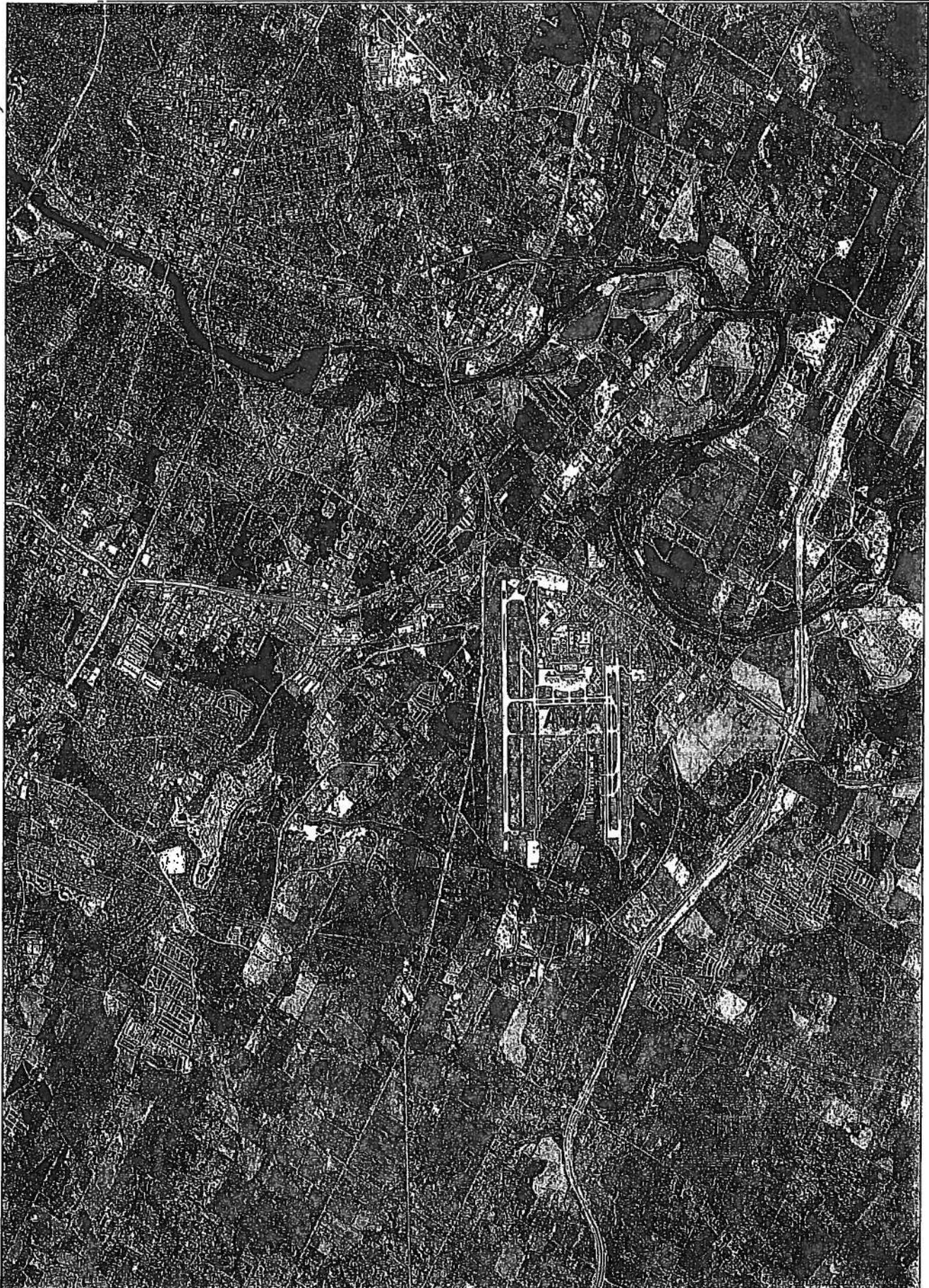
## Item 6

Location and a Description of the Property

Address: 9201 Circuit of the Americas Blvd. Del Valle, Texas

Description: +/- 1036 Acre parcel in Southeast Travis County, situated adjacent to Elroy Road, McAngus Road and FM 812. US 183 and SH 130 are the nearest major roadways. The parcel is comprised of 14 separate tracts (including 2 roadway easements) as illustrated in the table below:

Tract No.	Acres	Owner Name	Location
1	399.528	Circuit of the Americas (CotA), LLC	Mc Angus Rd
2	3.671	CotA, LLC	Elroy Rd
3	123.720	CotA, LLC	Mc Angus Rd
4	106.008	CotA, LLC	Elroy Rd
5	15.019	CotA, LLC	Elroy Rd
6	34.380	CotA, LLC	Elroy Rd
7	3.423	CotA, LLC	Elroy Rd
8	28.657	CotA, LLC	Elroy Rd
8A	50' Rdwy Easement	Grantee: CotA, LLC	Elroy Rd
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10	78.3484	CotA, LLC	FM RD 812
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FORMULA 1 UNITED STATES GRAND PRIX®  
AUSTIN, TEXAS

1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR. SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 9  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF THE THOMAS B. WESTBROOK SURVEY NO. 5, THE WILLIAM LEWIS, SR. SURVEY NO. 2, AND THE PETER C. HARRISON SURVEY NO. 9, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011010836 (TRACTS 1-5), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011010837 (TRACTS 6-8 & 9-10) OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NO. 2011059565 (TRACT 11), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO AHSPE, LLC, NOW KNOWN AS CIRCUIT OF THE AMERICAS, LLC, IN DOCUMENT NUMBER 2011026871 (TRACT 12), OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 1036.462 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 3/4" iron rod found in the westerly right-of-way line of Elroy Road and the northeastern most corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, also being the southeast corner of a tract of land conveyed to Thomas and Vickie Lincoln, recorded in Document Number 2002142611, of the Official Public Records of Travis County, Texas, for a northeasterly corner and POINT OF BEGINNING of the herein described tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said west right-of-way line of Elroy Road, S28°07'01"W, a distance of 246.74 feet to a 1/2" iron rod found for an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and for the northeast corner of Boothe Subdivision, Block 1, a subdivision recorded in Book 10, Page 18, of the Plat Records of Travis County, Texas, in the west right-of-way line of said Elroy Road,

THENCE, leaving the said westerly right-of-way line of Elroy Road, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Boothe Subdivision, the following three (3) courses and distances, numbered 1 through 3,

1. N63°57'05"W, a distance of 120.17 feet to a 1/2" capped iron rod found for an interior ell corner of the herein described tract,
2. S27°38'39"W, a distance of 363.54 feet to a 1/2" capped iron rod found for an interior ell corner of the herein described tract,
3. S61°21'21"E, a distance of 120.00 feet to a 1/2" iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, in the west right-of-way line of said Elroy Road,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and the westerly right-of-way line of said Elroy Road, S28°10'50"W, a distance of 1055.41 feet to a 1/2" iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and the northeast corner of a 2.293 acre tract conveyed to Jimmie D. Reed, et ux., recorded in Volume 13024, Page 330, of the Official Public Records of Travis County, Texas,

THENCE, leaving the said westerly right-of-way line of Elroy Road, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Jimmie D. Reed tract, N61°55'32"W, a distance of 495.01 feet to a 1/2" iron rod set for an interior ell corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, the northwest corner of said 2.293 acre Jimmie D. Reed tract, a northerly corner of Lot 3, Brammer Subdivision, recorded in Book 87, Page 41C, of the Plat Records of Travis County, Texas

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said Lot 3, Brammer Subdivision, N62°34'18"W, a distance of 179.75 feet to a 1/2" iron rod found for an interior ell corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, the southeast corner of a 9.25 acre tract conveyed to Donald A. Haywood, recorded in Volume 11464, Page 72, of the Official Public Records of Travis County, Texas, and in the north line of said Lot 3, Brammer Subdivision,

1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR. SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 3  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said 9.25 acre Donald A. Haywood tract, N28°01'48"E, a distance of 516.42 feet to a 5/8" Iron rod found, common to the northeast corner of a 0.75 acre tract conveyed to Donald A. Haywood, recorded in Volume 12650, Page 1, of the Official Public Records of Travis County, Texas, and the southeast corner of a 5.74 acre tract conveyed to Rosa Santis, recorded in Document Number 2007001425, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, end said 5.74 acre Santis tract, the following three (3) courses and distances, numbered 1 through 3,

1. N28°00'24"E, a distance of 295.75 feet to a 1/2" capped Iron rod found for an Interior ell corner of the herein described tract,
2. N62°01'37"W, a distance of 843.33 feet to a 1/2" Iron rod found for an Interior ell corner of the herein described tract,
3. S28°06'32"W, a distance of 297.47 feet to a 1/2" Iron rod found for the northwest corner of said 9.25 acre Donald A. Haywood Tract, and an easterly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 9.25 acre Donald A. Haywood tract, S28°07'07"W, a distance of 516.86 feet to a 1/2" Iron rod found for the northwest corner of a 41.520 acre tract conveyed to Gilbert C. Vettars, recorded in Volume 12651, Page 777, of the Official Public Records of Travis County, Texas, and the northeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and said Gilbert C. Vettars tract, S27°44'50"W, a distance of 1204.66 feet to a 1/2" Iron rod found for an Interior ell corner of the herein described tract, common to the southwest corner of said Gilbert C. Vettars tract, a southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and in the northerly line of a 15.595 acre tract conveyed to Young H. Spurlock, recorded in Volume 11640, Page 1285, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, and said Young H. Spurlock tract, N30°53'50"W, a distance of 483.75 feet to a 1-1/2" Iron pipe found for an Interior ell corner of the herein described tract, common to the southerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 6, a northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, and the northwest corner of a 4.20 acre tract conveyed to Mike J. McLaughlin, recorded in Volume 11662, Page 517, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, and said Mike J. McLaughlin tract, S27°51'16"W, a distance of 946.00 feet to a 5/8" Iron rod found for an Interior ell corner of the herein described tract, common to the southeast corner of the said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 8, a northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2, and the southwest corner of said Mike J. McLaughlin tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said Mike J. McLaughlin tract, S62°02'41"E, a distance of 207.24 feet to a 5/8" Iron rod found for a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2, the southeast corner of the said 4.20 acre Mike J. McLaughlin tract, and the southwest corner of said 15.595 acre Young H. Spurlock tract,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said 15.595 acre Young H. Spurlock tract, S62°11'02"E, a distance of 311.64 feet to a 5/8" Iron rod found for a point in a northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said 15.595 acre Young H. Spurlock tract, S62°09'59"E, a distance of 1407.71 feet to a 1/2" Iron rod set for an easterly corner of the herein described tract, common to the northeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and to the southeast corner of a 1.0 acre tract conveyed to Juan Bautista, recorded in Document Number 2004224559, of the Official Public Records of Travis County, Texas, in the westerly right-of-way of said Elroy Road,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and the west right-of-way line of said Elroy Road, S25°15'20"W, a distance of 49.59 feet to a 1/2" Iron rod found for an easterly corner of the

1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR. SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 3  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

herein described tract, common to the southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and to the northeast corner of a 20.024 acre tract conveyed to GST Hermanas Land and Cattle, LLC., recorded in Document Number 2010091347, of the Official Public Records of Travis County, Texas, in the westerly right-of-way of said Elroy Road,

THENCE, leaving the said westerly right-of-way line of Elroy Road, and with the common southerly boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 2 and said 20.024 acre tract, N62°10'03"W, a distance of 1989.27 feet to a 1/2" Iron rod found for a southeasterly corner of the herein described tract, common to the northwestern corner of said 20.024 acre tract, also being the northernmost northeastern corner of said 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract,

THENCE, with the common boundary line of said 20.024 acre tract and said 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract, S27°49'59"W, a distance of 478.42 feet to a capped 1/2" Iron rod set in the western line of said 20.024 acre tract, common to a southeastern corner of said 45.25 acre AHSPE LLC, now known as Circuit of the Americas, LLC, tract, also being a northern corner of a 25.167 acre tract conveyed to Roger B. Holzem, II and Adam Lloyd Cortez in Document No. 2005079338, Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract and said 25.167 acre tract, the following seven (7) courses and distances, numbered 1 through 7,

1. N63°50'57"W, a distance of 208.39 feet to a capped 1/2" Iron rod set,
2. N27°50'04"E, a distance of 14.68 feet to a capped 1/2" Iron rod set,
3. N61°22'45"W, a distance of 246.14 feet to a capped 1/2" Iron rod set,
4. S34°03'11"W, a distance of 209.42 feet to a 1/2" Iron rod found,
5. S58°21'23"E, a distance of 478.16 feet to a capped 1/2" Iron rod set,
6. S27°49'59"W, a distance of 590.43 feet to a 1/2" Iron rod found,
7. S62°09'21"E, a distance of 1488.11 feet to a capped 1/2" Iron rod set for an interior all corner of the herein described tract, common to the southernmost southeastern corner of a 10.00 acre tract of land conveyed to Billy and Vivian Ferris in Document No. 2004184997, Official Public Records of Travis County, Texas

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, and said 10.00 acre Ferris tract, the following two (2) courses and distances numbered 1 and 2,

1. N27°39'33"E, a distance of 549.09 feet to a capped 1/2" Iron rod set for an interior all corner of said 10.00 acre Ferris tract,
2. S62°09'22"E, a distance of 500.60 feet to a 1/2" Iron rod found for an easterly corner of the herein described tract, common to the easternmost southeastern corner of said 10.00 acre Ferris tract, also being in the western right-of-way line of said Elroy Road,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, and said Elroy Road, S27°39'11"W, a distance of 609.03 feet to a 1/2" Iron rod found for an easterly corner of the herein described tract, common to the northeastern corner of a 2.000 acre tract conveyed to John C. Mackno in Document No. 2011069021, Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said 45.25 acre AHSPE, LLC, now known as Circuit of the Americas, LLC, tract, said 2.000 acre Mackno tract, and a 1.11.20 acre tract conveyed to John C. Mackno in Document No. 1999145080, Official Public Records of Travis County, Texas, N62°09'23"W, a distance of 3229.41 feet to a square pipe found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, the southwesterly corner of said 45.25 acre tract, and the northwest corner of said 1.11.20 acre tract,

1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR. SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 3  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1 said 111.20 acre John C. Mackno tract, S28°17'30"W, a distance of 1186.16 feet to a ½" iron rod found for a southeasterly corner of the herein described tract, common to the southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, the southwest corner of said 111.20 acre John C. Mackno tract, and in the north line of a said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 said 111.20 acre John C. Mackno tract, S46°55'33"E, a distance of 1829.96 feet to a ½" iron rod found for a southeasterly corner of the herein described tract, common to the northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, a southerly corner of said 111.20 acre John C. Mackno tract, and a northwesterly corner of Lot 1, Elroy Estates Subdivision, a subdivision recorded in Book 49, Page 46, in the Plat Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following two (2) courses and distances numbered 1 and 2,

1. S42°11'16"W, a distance of 600.26 feet to a ½" iron rod found for an easterly corner of the herein described tract,
2. S46°52'24"E, a distance of 436.01 feet to a ½" iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the westerly right-of-way line of said Elroy Road,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the west right-of-way line of said Elroy Road, S42°41'24"W, a distance of 49.54 feet to a ½" iron rod found for an easterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the northeast corner of Lot 4 of the said Elroy Estates Subdivision,

THENCE, leaving the said westerly right-of-way line of Elroy Road and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following three (3) courses and distances numbered 1 through 3,

1. N47°00'42"W, a distance of 435.58 feet to a ½" iron rod found for an easterly corner of the herein described tract,
2. S42°31'39"W, a distance of 551.97 feet to a ½" iron rod found for an easterly corner of the herein described tract,
3. S41°52'05"W, a distance of 439.23 feet to a ½" iron rod found for a southeasterly corner of the herein described tract, common to an easterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of F.M. Highway 812 (100' R.O.W.)

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said F.M. Highway 812, the following four (4) courses and distances numbered 1 through 4,

1. N48°48'02"W, a distance of 196.73 feet to a concrete monument found for a point of curvature to the right and a southerly corner of the herein described tract,
2. With said curve to the right having a radius of 5679.00 feet, an arc length of 5.10 feet, and whose chord bears N49°09'13"W, a distance of 5.10 feet to a ½" iron rod set, for the point of curvature to the right and a southerly corner of the herein described tract,
3. With said curve to the right having a radius of 5679.00 feet, an arc length of 194.92 feet, and whose chord bears N48°08'41"W, a distance of 194.91 feet to a concrete monument found for a southerly corner of the herein described tract,
4. N46°55'26"W, a distance of 3.72 feet to a ½" iron rod set for a southerly corner of the herein described tract, common to the southeast corner of Lot 10 of the said Elroy Estates Subdivision, a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of said F.M. Highway 812,

THENCE, leaving the said westerly right-of-way line of F.M. Highway 812, and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said Lot 10, the following three (3) courses and distances numbered 1 through 3,

1. N42°16'18"E, a distance of 441.05 feet to a ½" iron rod found for a southerly corner of the herein described tract,
2. N47°47'17"W, a distance of 199.84 feet to a ½" iron rod found for a southerly corner of the herein described tract,

1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR. SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 3  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

3. S42°08'07"W, a distance of 438.05 feet to a 1/2" iron rod found for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and in the north right-of-way line of said F.M. Highway 812,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the north right-of-way line of said F.M. Highway 812, N47°28'04"W, a distance of 60.42 feet to a 1/2" iron rod found for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the southeast corner of Lot 12 of the said Elroy Estates Subdivision,

THENCE, leaving the said northerly right-of-way line of F.M. Highway 812 and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Elroy Estates Subdivision, the following four (4) courses and distances numbered 1 through 4,

1. N42°10'31"E, a distance of 250.03 feet to a 1/2" iron rod found for a southerly corner of the herein described tract,
2. N47°04'51"W, a distance of 374.26 feet to a 1/2" iron rod found for a southerly corner of the herein described tract,
3. N42°32'28"E, a distance of 182.69 feet to a 1/2" iron rod set for a southerly corner of the herein described tract,
4. N47°57'02"W, a distance of 856.17 feet to a 1/2" iron rod set for a southerly corner of the herein described tract, common to the northwest corner of Lot 18 of the said Elroy Estates Subdivision, Lot 1, S. Laws Addition, a subdivision recorded in Book 82, Pg. 990, in the Plat Records of Travis County, Texas, the southwest corner of a tract conveyed to Travis County WCID # 17 recorded in Vol. 1915, Pg. 68, in the Deed Records of Travis County, Texas, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and the said Travis County WCID # 17 tract, the following three (3) courses and distances numbered 1 through 3,

1. N28°14'02"E, a distance of 151.10 feet to a 1/2" iron rod found for a southerly corner of the herein described tract,
2. N61°59'27"W, a distance of 150.55 feet to a 1/2" iron rod found for a southerly corner of the herein described tract,
3. S28°19'34"W, a distance of 74.95 feet to a 1/2" iron rod found for a southerly corner of the herein described tract, common to the northeast corner of Lot 2 of the said S. Laws Addition, a point in the west line of said Travis County #17 tract, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10 and the said S. Laws Addition, N61°51'18"W, a distance of 339.49 feet to a 1/2" iron rod set for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, the northwest corner of Lot 9 of the said S. Laws Addition, and in the east right-of-way line of Pfland Triangle (50' R.O.W.),

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, and said Pfland Triangle, the following two (2) courses and distances numbered 1 and 2,

1. N28°47'01"E, a distance of 680.00 feet to a 60D nail set in an 8" mesquite tree for a southerly corner of the herein described tract,
2. N29°54'15"W, a distance of 32.55 feet to a fence post found for a southerly corner of the herein described tract, common to a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 10, a southeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of said Pfland Triangle,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and north right-of-way line of said Pfland Triangle, the following five (5) courses and distances numbered 1 through 5,

1. N62°49'49"W, a distance of 305.60 feet to a 1/2" iron rod set for a southerly corner of the herein described tract,
2. N63°37'30"W, a distance of 353.13 feet to a 1/2" iron rod set for a southerly corner of the herein described tract,
3. N62°38'37"W, a distance of 428.27 feet to a 1/2" iron rod set for a southerly corner of the herein described tract,
4. N61°51'36"W, a distance of 327.11 feet to a 1/2" iron rod set for a southerly corner of the herein described tract,
5. N60°36'16"W, a distance of 340.85 feet to a 1/2" iron rod set for a southerly corner of the herein described tract, common to a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of said FM 812,

1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR. SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 3  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and north right-of-way line of said FM 812, the following two (2) courses and distances numbered 1 and 2,

1. N61°00'18"W, a distance of 75.36 feet to a concrete monument found for a southerly corner of the herein described tract,
2. N62°27'58"W, a distance of 1464.89 feet to a 1/2" iron rod set for the southwesterly corner of the herein described tract, common to the southeasterly corner of a 29.48 acre tract conveyed to Revelle Real Estate, LP, recorded in Document Number 2006020233, the southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and in the north right-of-way line of said F.M. Highway 812,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and said 29.48 acre tract, N27°17'06"E, a distance of 1673.66 feet to a 1/2" iron rod set for a westerly corner of the herein described tract, common to a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 9,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 29.48 acre tract, the following three (3) courses and distances numbered 1 through 3,

1. N26°56'54"E, a distance of 147.63 feet to a 60D found for an interior ell corner of the herein described tract,
2. N64°16'47"W, a distance of 226.68 feet to a 1/2" iron rod found for a southerly corner of the herein described tract,
3. N64°30'52"W, a distance of 402.60 feet to a 1/2" iron rod found for a southerly corner of the herein described tract, common to the northwesterly corner of said 29.48 acre tract, the northeasterly corner of a 27.85 acre tract conveyed to Tim and Karol Reinhardt, recorded in Volume 7863, Page 468, of the Official Public Records of Travis County, Texas, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 27.85 acre tract, N64°03'18"W, a distance of 786.94 feet to a 1/2" iron rod found for a southwesterly corner of the herein described tract, common to the southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, a northwesterly corner of said 27.85 acre tract and an easterly corner of a 13.96 acre tract conveyed to Ralph Reinhardt recorded in Volume 7388, Page 98, of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and said 13.96 acre tract, N27°03'46"E, a distance of 1655.78 feet to a 3/4" iron rod found for a westerly corner of the herein described tract, common to a northeasterly corner of said 13.96 acre tract, and a westerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, in the south line of McAngus Road (70' R.O.W.)

THENCE, with the north boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, 562°25'27"E, a distance of 223.44 feet to a capped iron rod found for an interior ell corner of the herein described tract, common to an interior ell corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3,

THENCE, with the north boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, 518°44'47"E, a distance of 62.72 feet to a 1/2" iron rod set for an interior ell corner of the herein described tract, common to an interior ell corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and in the south line of a 40' wide lane, also the south line of a 20' wide strip of land conveyed to Travis County, recorded in Volume 180, Page 422 of the Travis County Deed Records,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, said 40' lane and said 20' wide strip, the following two (2) courses and distances numbered 1 and 2,

1. S63°05'34"E, a distance of 1118.93 feet to a 1/2" capped iron rod found for an interior ell corner of the herein described tract,
2. S61°49'54"E, a distance of 21.60 feet to a capped iron rod found for an interior ell corner of the herein described tract, common to a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 3, and a southerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1,

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1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR. SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 8  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said 40' lane, the following two (2) courses and distances numbered 1 and 2,

1. N26°25'19"E, a distance of 41.57 feet to a capped Iron rod found for an interior corner of the herein described tract,
2. N62°36'14"W, a distance of 1109.37 feet to a 3/4" Iron rod found for a southwesterly corner of the herein described tract, common to a southwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and in the east right-of-way of said McAngus Road

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said McAngus Road, the following two (2) courses and distances numbered 1 and 2,

1. N28°03'40"E, a distance of 1799.29 feet to a capped Iron rod found for a westerly corner of the herein described tract,
2. N28°04'35"E, a distance of 946.76 feet to a concrete nail set for a northwesterly corner of the herein described tract, common to the northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and a southwesterly corner of a tract conveyed to Elroy Farm, LLC., recorded in Document Number 2008187350 of the Official Public Records of Travis County, Texas, in the east right-of-way line of said McAngus Road,

THENCE, leaving east right-of-way of said McAngus Road and with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, and said Elroy Farm tract, the following two (2) courses and distances numbered 1 and 2,

1. S62°28'09"E, a distance of 1825.63 feet to a 1/2" Iron rod found for a northerly corner of the herein described tract,
2. S62°34'42"E, a distance of 850.71 feet to a 3" pipe post found for a northerly corner of the herein described tract, common to a southeasterly corner of said Elroy Farm tract, the southwest corner of a 9.04 acre tract conveyed to Matthew and Rebekah Collins, recorded in Document Number 2001054546 of the Official Public Records of Travis County, Texas, and in the northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, S63°09'43"E, a distance of 2678.34 feet to a 1/2" Iron rod found for a northerly corner of the herein described tract, common to a northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 1, a northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southeasterly corner of Lot 4, Elroy Acres, a subdivision recorded in Book 76, Page 398 of the Plat Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said Elroy Acres tract, N27°15'44"E, a distance of 997.43 feet to a 3/4" Iron rod found for a northerly corner of the herein described tract, common to a northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southwesterly corner of a 10.035 acre tract conveyed to Dale and Judy Murrow, recorded in Volume 12916, Page 521 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 10.035 acre tract, S62°03'00"E, a distance of 296.84 feet to a 5/8" Iron rod found for a northerly corner of the herein described tract, common to a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, a southeasterly corner of said 10.035 acre tract and a southwesterly corner of a 10.062 acre tract conveyed to Abacu Perez, recorded in Document Number 2010038038 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said Circuit of the Americas tract, and said 10.035 acre tract, N27°17'34"E, a distance of 1477.27 feet to an Iron rod found for a northerly corner of the herein described tract, common to a northwesterly corner of said Circuit of the Americas tract, and a northeasterly corner of said 10.035 acre tract, and in the south right-of-way line of said Elroy Road, from which a 1/2" Iron rod found in the south right-of-way line of said Elroy Road for the northeast corner of said Murrow tract bears N63°01'03"W, a distance of 296.07 feet,

THENCE, with the common boundary line of said Circuit of the Americas tract, and south right-of-way line of said Elroy road, S63°05'41"E, a distance of 295.70 feet to a 1/2" capped Iron rod found for a northerly corner of the herein described tract, common to the northwesterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5,

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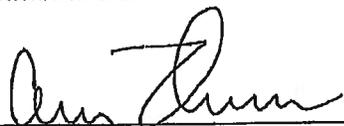
1036.462 ACRES  
THOMAS B. WESTBROOK SURVEY NO. 5  
WILLIAM LEWIS, SR, SURVEY NO. 2  
PETER C. HARRISON SURVEY NO. 9  
TRAVIS COUNTY, TEXAS  
ALTA SURVEY

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, and south right-of-way line of said Elroy road, S62°59'06"E, a distance of 440.00 feet to a 1/2" Iron rod set for a northeasterly corner of the herein described tract, common to the northeasterly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5 and the northwest corner of Odella Terrace, a subdivision recorded in Volume B4, Page 21b of the Plat Records of Travis County, Texas, in the south right-of-way line of said Elroy road from which a 1/2" Iron rod found in the south right-of-way line of said Elroy Road, for the northwest corner of lot 5 and the northeast corner of lot 4 of said Odella Terrace bears S63°01'03"E, a distance of 439.03 feet,

THENCE, leaving said southerly right-of-way line of Elroy Road and with the boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, S27°17'00"W, a distance of 1488.63 feet to a 1/2" Iron rod found for the southeast corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 5, a northerly corner of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and a southwesterly corner of a 21.929 acre tract conveyed to Sterling and Olivia Hobbs, recorded in Volume 11735, Page 728 of the Official Public Records of Travis County, Texas,

THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and said 21.929 acre Hobbs tract, S61°58'43"E, a distance of 1320.82 feet to a 1/2" square pipe found in the south boundary line of said 21.929 acre tract common to a point in the northerly line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4, and the southwest corner of a 29.758 acre tract conveyed to Thomas and Vickie Lincoln in Document Number 2002142611 of the Official Public Records of Travis County, Texas,

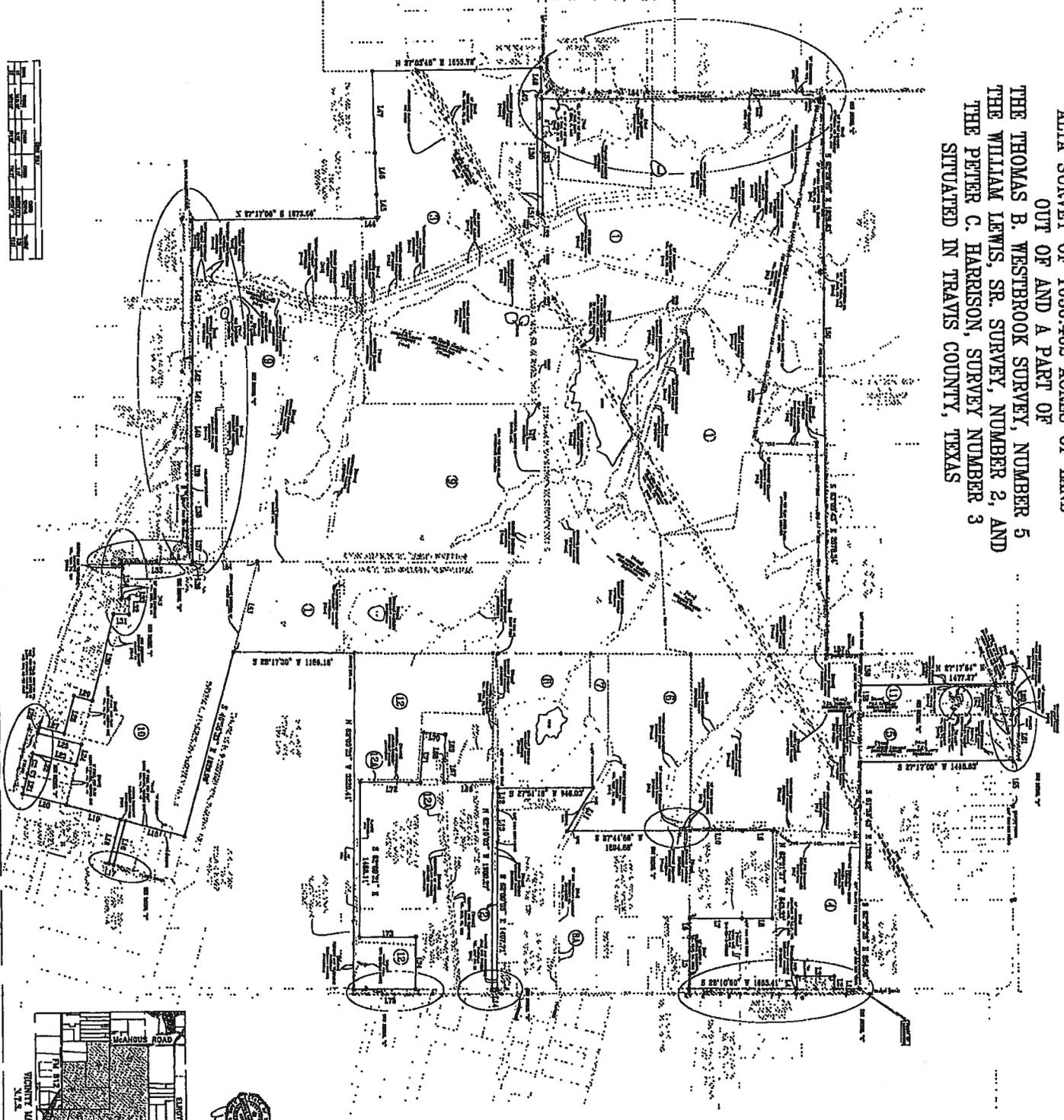
THENCE, with the common boundary line of said AHSPE, LLC, now known as Circuit of the Americas, LLC, tract 4 and said 29.758 acre Lincoln tract, S62°30'38"E, a distance of 854.90 feet to the POINT OF BEGINNING of the herein described tract, and containing 1036.462 acres of land.

Surveyed by:   
AARON V. THOMASON, R.P.L.S. NO. 6214  
Carlson, Briggance and Doering, Inc.  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
aaron@cbdeng.com

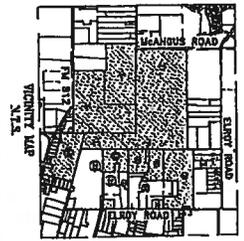


BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83,

ALTA SURVEY OF 1036.462 ACRES OF LAND  
 OUT OF AND A PART OF  
 THE THOMAS B. WESTBROOK SURVEY, NUMBER 5  
 THE WILLIAM LEWIS, SR. SURVEY, NUMBER 2, AND  
 THE PETER C. HARRISON, SURVEY NUMBER 3  
 SITUATED IN TRAVIS COUNTY, TEXAS



DATE	BY	REVISION



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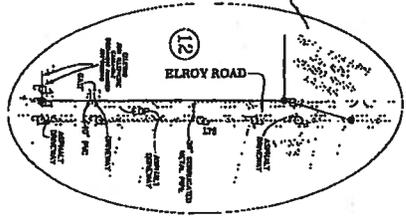
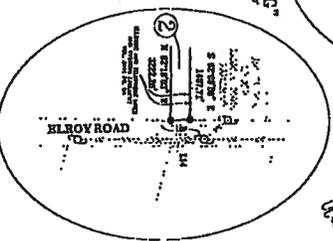
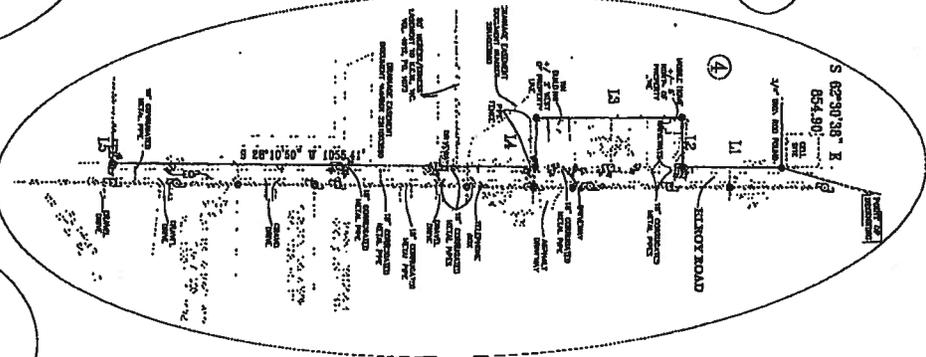
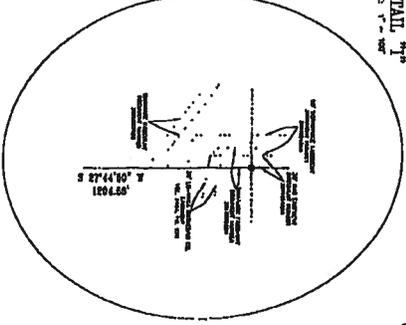
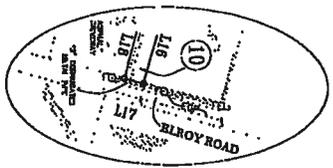
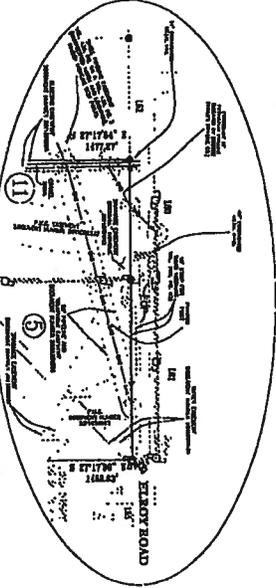
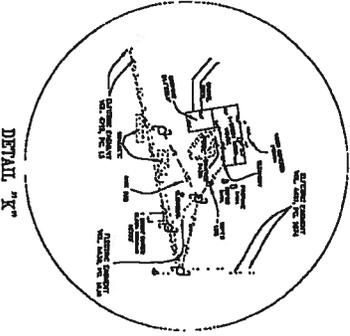
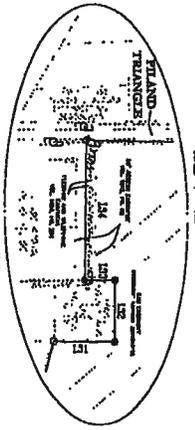
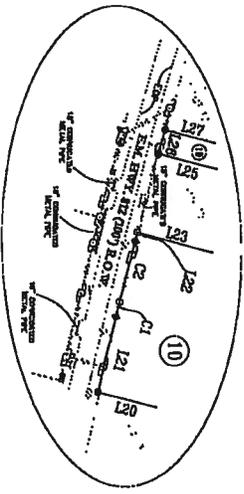
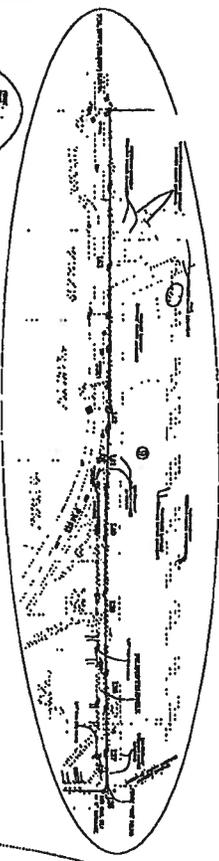
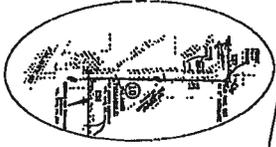
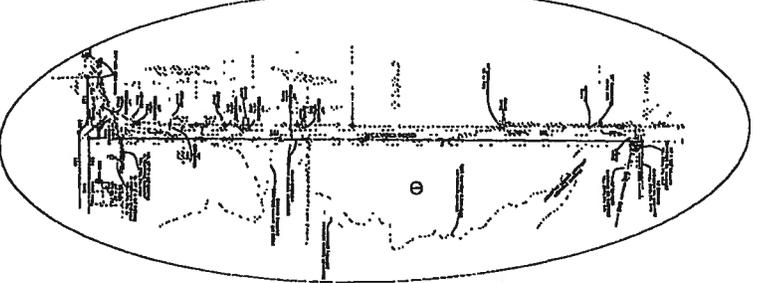
**OWNERSHIP INFORMATION**

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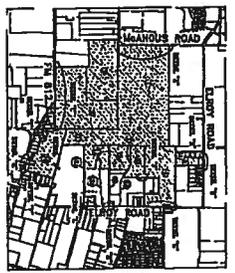
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 Surveyed by: [Name]  
 Date: [Date]

ALTA SURVEY OF 1036.462 ACRES OF LAND OUT OF AND A PART OF  
 THE THOMAS B. WESTBROOK SURVEY, NUMBER 5  
 THE WILLIAM LEWIS, SR. SURVEY, NUMBER 2, AND  
 THE PETER C. HARRISON, SURVEY NUMBER 3  
 SITUATED IN TRAVIS COUNTY, TEXAS



- 1. All bearings are true.
- 2. All distances are in feet and inches.
- 3. All corners are marked with iron pins or iron rods.
- 4. All lines are run in a straight line.
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C. G. ...  
 Surveyors & Engineers, Inc.  
 1100 F.A. ...  
 Austin, Texas 78701  
 PHONE 2 OF 3

ALTA SURVEY OF 1036.462 ACRES OF LAND  
OUT OF AND A PART OF  
THE THOMAS B. WESTBROOK SURVEY, NUMBER 5  
THE WILLIAM LEWIS, SR. SURVEY, NUMBER 2, AND  
THE PETER C. HARRISON, SURVEY NUMBER 3  
SITUATED IN TRAVIS COUNTY, TEXAS

1. THE SURVEY IS MADE FROM THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, TO THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, BY THE FOLLOWING COURSE: ...

2. THE SURVEY IS MADE FROM THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, TO THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, BY THE FOLLOWING COURSE: ...

3. THE SURVEY IS MADE FROM THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, TO THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, BY THE FOLLOWING COURSE: ...

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8. THE SURVEY IS MADE FROM THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, TO THE CORNER OF SECTION 21, T12N, R10E, S11W, TRAVIS COUNTY, TEXAS, BY THE FOLLOWING COURSE: ...

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CONGRESS-INSURANCE  
FEDERAL ADDRESS 1200 VZ PA, WASHINGTON DC 20540  
1-800-368-7629

Item 7

Event Dates and Times

Dates of Event: November 16<sup>th</sup>, 2012

November 17<sup>th</sup>, 2012

November 18<sup>th</sup>, 2012

Event Time: 6am – 11pm

\*These hours reflect the total event hours each day, including event set-up operations, race, and event closing operations. These hours do not reflect the hours the venue will be open to the public, which hours have not yet been announced.

Item 8

Maximum Attendance Allowed

Promoter anticipates reaching a maximum attendance of 250,000 persons over the course of the three day event. Maximum number of attendees will be controlled by the requirement that all persons entering the venue requires must present an event ticket for that specific day of entry.

Item 9

Name and Address of the Performer and Agent

Performer Name: Formula One Management, Ltd

Address: 6 Princes Gate  
Knightsbridge, London SW7 1QJ

Agent Name: No agent for performer

Item 10

Description of Agreement Between

Promoter and the Performer

Description: 10-year contract for Formula One Management, LTD (Performer) to bring the series to the Circuit of the Americas (Promoter)

Item 11

Sanitation and Health Standards

## **HACCP/FOOD SAFETY PROGRAM**

Food safety is extremely important to our company. Our customers and clients trust us to set high standards, and we cannot allow that trust to be shaken by the occurrence of even one foodborne illness incident. We have always tried to be one step ahead when it comes to quality and food safety, and that is why our company's Hazard Analysis Critical Control Point (HACCP) program is so important.

I am asking for everyone's support and compliance with the HACCP program. If you and all of your employees consistently follow our company's food safety standards and HACCP recordkeeping requirements, Sodexo will have the highest quality and safest food service in our industry.

Thank you for your commitment.

Sincerely,

George Chavel  
President & CEO  
9801 Washingtonian Blvd., Gaithersburg, MD 20878  
[www.sodexo.com](http://www.sodexo.com)

## **HACCP/FOOD SAFETY PROGRAM**

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### **I. INTRODUCTION**

#### **A. HACCP PROGRAM FOR THE FOOD SERVICE INDUSTRY**

HACCP (Hazard Analysis Critical Control Point) is a concept first used by Pillsbury Company to ensure the safety of food prepared for astronauts in the NASA space program. Many U.S. and Canadian health departments have begun to incorporate HACCP in their inspections. Sodexo has developed a HACCP program that addresses the specific needs of our company. This program complies with the U.S. Food & Drug Administration (FDA) Food Code.

HACCP is a comprehensive food safety and self-inspection system that goes beyond routine inspections of equipment and appearance and helps uncover and solve dangerous defects in food handling.

HACCP looks at the flow of potentially hazardous foods -- the path that food travels throughout the food service operation. We must follow this path from recipe development through delivery of products, storage, preparation, holding or displaying, serving, cooling and storing leftovers for the following day, and reheating

foods. Each step of the way poses the risk of contamination due to mishandling.

**The major factors in mishandling food are:**

- Incorrect food storage, leading to cross-contamination;
- Inadequate temperature control;
- preparing food several hours before a meal and leaving it unprotected;
- inadequate handwashing procedures;
- not using disposable gloves or sanitized utensils for handling ready-to-eat

**PURPOSE:** The Company is committed to providing safe food and service to its customers and clients. This Company policy is to ensure compliance with the company's Hazard Analysis Critical Control Points ("HACCP") and Food Safety Program, and to protect the Company's reputation as the premier provider of high quality and safe food and service.

**SCOPE:** All managers and employees in food handling positions. This policy is subject to all terms and conditions of the Company Policy Manual.

**POLICY: HACCP / Food Safety Program** All food service managers and supervisors must know, implement and follow the food safety policies, procedures and guidelines contained in the Company's HACCP / Food Safety Program Manual. This includes keeping accurate and complete HACCP records, as detailed in the Manual. Managers and supervisors must be familiar with the company's food safety resources, including the SodexoNet Food Safety page and the Quality Assurance & Food Safety support team. Managers must comply with all food safety updates and directives communicated by the Company and posted on the Food Safety page.

**Food Safety Training and Certification**

Managers, dietitians and supervisors must be trained and certified in safe food handling according to the *Food Safety Certification Requirements* policy. Recertification is required every three years. Managers are responsible for training new and current employees in the fundamentals of HACCP and all aspects of food safety, as described in the company's *Sodexo Food Safety Training Requirements for Frontline Employees* policy.

GENERAL POLICIES CP-130 POLICY ON FOOD SAFETY CP 130 GENERAL POLICIES  
PAGE 2 OF 4 CONFIDENTIAL AND PROPRIETARY TO SODEXO

- Ground Beef Policy
- Egg Policy
- Safe Handling of Melon
- Product Labeling & Dating Guide -- U.S.
- Food & Bev. Supplied by Customers
- Clean Plate Alert
- Handwashing Policy
- Empl. Health Notification
- Food Safety Certification Requirements
- Employee Training Req.
- Manager's Guide: New Employee Food Safety Training
- VI. Food Safety Guidelines
  - MSG - What You Should Know
  - Food Allergies or Sensitivity
  - Safe Outdoor Service
  - Cookouts (by Customers)
  - Home Meal Replacement
  - Food Donation Program
  - Sushi / Sashimi Procedures
  - CVP Fresh Chicken Procedures
  - Fresh Fruits & Veg. Procedures
  - Think Food Safety
  - Foreign Objects in Food
  - Unpast. Apple Juice Products
  - Raw Sprouts Advisory
  - Can Defects Poster
- VII. Sanitation
  - Sanitation Self-Inspection Guide
  - Facilities & Equipment Cleaning Guide
- VIII. Questions & Answers
  - HACCP & Food Safety Questions
- IX. Food Complaint Reporting Procedures
  - Food Complaint Reporting Guidelines
  - Hepatitis Facts
  - Food Sampling Guidelines
  - Form - Food Complaint Report
  - Form - Hepatitis Questionnaire

Item 12

Traffic Control

- A. Traffic Management Plan
- B. Exposition Parking Agreement
- C. Public Safety
- D. Agreement Providing Fire Protection Services

Item 12.A.

Traffic Management Plan

**Circuit of The Americas**



## **Traffic Management Plan**

**Draft 1, May 21st, 2012**

### **Formula One United States Grand Prix**

**November 16-18, 2012, Austin, TX USA**

## Circuit of The Americas

**Circuit of The Americas  
2012 Formula One United States Grand Prix  
Transportation Management Plan**

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## Circuit of The Americas

### **Qualifications**

*This traffic and transportation plan is based on the needs and requests of the Circuit of The Americas (COTA). This plan is based from experiences of the security and transportation task force and the intricacies of COTA. This plan is a work in progress and will continue to develop as information becomes readily available. Public safety and emergency services are the highest priority in the development of this plan.*

### **Introduction**

Circuit of The Americas (COTA), located in Travis County, TX, approximately 16 miles southeast of the central business district of the City of Austin, on FM Highway 812, 2 miles east of SH 130, was selected to host the 2012 United States Grand Prix. This important and prestigious United States Grand Prix racing event will occur over three days on November 16 through 18, 2012, with Sunday, November 18 having the largest expected attendance of approximately 120,000 attendees. It is important, not only for the economic impact it will bring to the region, but also for the worldwide attention this event will bring to City of Austin, Travis County, and the State of Texas.

This large event will add a significant volume of traffic to local roadways surrounding COTA as well as traffic throughout greater Austin. With the goals, objectives, and the strategies presented in this working document, we intend to meet all challenges, including: sustainability initiatives; paved parking challenges; and any inconveniences to local residents and businesses. With the help of an integral team of transportation, security and special events experts, we plan to safely and efficiently accommodate thousands of attendees using a variety of modes of transportation and proven techniques.

Recognizing the need to manage traffic flow both inside and outside of track property, COTA has commissioned Kimley-Horn and Associates, Inc. (Dallas) and Vasta & Associates, Inc. (Chicago) to assist in this plan. Kimley-Horn and Associates, Inc. is a traffic-engineering firm while Vasta & Associates, Inc. is a special events company that specializes in transportation planning and implementation for large events (for background information on Kimley-Horn and Associates, Inc., see [www.kimley-horn.com](http://www.kimley-horn.com) and for Vasta & Associates, see [www.vasta.com](http://www.vasta.com)). The pertinent portions of the Traffic Control Plan details have been attached here to as Exhibit A.

## Circuit of The Americas

### Organizations Involved

Austin Bergstrom International Airport (ABIA)
Capital Metropolitan Transportation Authority (CapMetro)
Carlson, Briggance, & Doering Inc. (CBD)
Circuit of The Americas (COTA)
City of Austin Convention and Visitors Bureau (Austin CVB)
City of Austin (COA)
Fd2s-Wayfinding Consultants (fd2s)
Kimley-Horn and Associates, Inc. (KHA)
League of Bicycle Voters (LBV)
Texas Department of Transportation (TxDoT)
Travis County (TC)
Vasta & Associates, Inc. (VAI)

### Mission Statement

Ensure safe and effective transportation during the 2012 Formula One United States Grand Prix weekend event(s) for spectators, participants, media, sponsors, staff, volunteers, and special guests.

### General Overview

The staging of the 2012 United States Grand Prix presents a number of challenges that will need to be overcome. One key challenge of a successful Formula One event will be to provide safe and efficient transportation through various systems to and from a track that is located in a unique rural environment with limited roadways and access points. A variety of park & ride operations, shuttles, and other resources and strategies will be utilized to overcome these challenges.

Due to the limitations of the existing infrastructure surrounding COTA, it will be critical to look at this plan in a series of rings that will affect traffic throughout all of greater Austin. The provided transportation plan will be based on the input and lessons learned from past Formula One Grand Prix events, special events in Austin, and other motor racing events in the United States. Developing a flexible and accurate transportation plan will also require a close examination of how the race will impact the existing transportation network throughout Austin. In order to bring successful results to COTA, the following four major areas will need to be addressed:

1. **Mobility:** To establish a transportation system and services that respond to the unique needs of visitors, participants and staff with a minimum disruption to the existing travel activities and resources within the local community.

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### **Circuit of The Americas**

2. **Existing Facilities:** To maximize the use of both private and public resources, such as equipment, facilities, parking lots, and vacant space or real estate.
3. **Levels of Service:** To balance travel demand by mode to minimize traffic delays and congestion to both visitors and residents while meeting sustainability and green initiatives. Accommodate the mass of spectators and to separately accommodate a level of VIP attendees such as Formula One officials, COTA officials, local officials, media, participants, owners, sponsors, and other stakeholders.
4. **Awareness:** To assure that information regarding transportation choices and services is readily available and understood by attendees, staff, vendors, media, and the local community. Develop and share the plan in a timeline as part of the vital marketing and public relations plan (PR) to coincide with the COTA's overall public relations and other agencies PR plans.

### **Objectives**

The four basic objectives of the security / transportation task force are:

1. To safely transport all track patrons to and from COTA with minimal disruption to local residents and businesses.
2. To transport key personnel (F1 Officials, COTA Officials, and participants), media, sponsors, support staff, and ticketed patrons in the safest and most efficient manner possible, utilizing designated routes, parking options, shuttles, car pools, event strategies, and other sustainable practices and sustainable incentives;
3. To inform and assist all local residents with their options and maintain minimal disruption to their normal traffic flow;
4. To assist the responsible traffic and law enforcement agencies to ensure a functional flow of traffic (both vehicular and pedestrian) and parking during the Formula One and any other large movements for that week.

### **Airport Operations**

Under development with City of Austin, Department of Aviation.

## Circuit of The Americas

### **Schedule of Events (under development)**

Monday, November 12

Tuesday, November 13

Wednesday, November 14

Thursday, November 15

- Formula One practice, 10am to 4pm

Friday, November 16

- Spectator shuttles, 8am to 7pm (start/end times under development)
- Formula One Practice Sessions 1 and 2, 10am to 4pm

Saturday, November 17

- Spectator shuttles, 8am to 7pm (start/end times under development)
- Formula One Practice Session 3 and Qualifying, 10am to 4pm

Sunday, November 18 ----United States Formula One Grand Prix, 1:00 pm

- Spectator shuttles, 7am to 8pm (start/end times under development)

### **Communications and Public Relations**

The internal and external communication capabilities surrounding the Formula One are vital to successfully operating an event of this size, and Circuit of The Americas is committed to communicating information pertaining to its transportation plan to the appropriate groups and individuals. This part of the plan will fall under COTA's Communications Department. The plan will coordinate communications from officials representing all city, county and state agencies involved with executing the transportation plan, and then at the appropriate times will be disseminated with ongoing updates to all key stakeholders and audiences (See Figure 6).

### **Internal Signage**

Enhanced signing "Way finding" will be in place to guide patrons through the internal roadways and into the proper seating or parking lots of COTA. The environmental graphic design firm fd2s has been hired by COTA to design and implement this plan. Exit signs will also be necessary, as some vehicles may be forced to exit a different way that they may have entered into COTA lots in order to improve the exit operation. Trailblazer signs leading to exits, SH 130 and other major roadways will be used where beneficial to traffic flow. A specific sign schedule will be developed with exact locations of where enhanced signing will be located.

**Circuit of The Americas**

**On-Site Parking**

COTA will have approximately 17,000 on-site parking spaces reserved for pre-paid suite holders, certain ticket holders, participants, media, and other designees. Parking will involve best efforts to coordinate with the ticket purchase proximity (parking to seating) in order to minimize walking distances and coordinate pedestrian flow.

**COTA On-Site Parking Estimations**

<b>DESIGNATION</b>	<b>GROUP</b>	<b>QTY. OF SPACES</b>
Lot A	Ticket holders	3192
Lot B	Ticket holders	178
Lot C	Ticket holders	645
Lot D	Ticket holders	199
Lot E	Ticket holders	535
Lot F	Ticket holders	5060
Lot G	Ticket holders	370
Lot H	Ticket holders	690
Lot J	Ticket holders	389
Lot K	Ticket holders	535
Lot L	Ticket holders	2600
Lot M	Ticket holders	965
Lot N	Ticket holders	Future lot
Lot P	Ticket holders	2480
Orange Lot (McAngus Rd.)	Bus Shuttle to Expo Ctr.	Loading est. 15-30 buses
Orange Lot	Bus Shuttle to Airport	
Blue Lot (McAngus Rd.)	Bus Shuttle to downtown	Loading est. 26-52 buses
Yellow Lot (McAngus Rd.)	Taxi cabs	TBD

**Off-Site Parking**

Off-site parking locations are currently under negotiation with the Travis County Expo Center, Travis County, City of Austin, and Capital Metro Transit in order to facilitate a park-n-ride operation to COTA.

The park-n-ride lots will drop patrons on-site at bus depot areas currently being developed on the NW corner of COTA property. There will be a minimum of two (2) bus depot areas in this area accessible exclusively for buses near McAngus and Elroy Roads.

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## **Circuit of The Americas**

### **Parking Permits**

Parking permits will be issued long with the tickets no later than four weeks prior to event.

Parking permits will be in the form of a hanging tag and will be approximately 4" by 7" with driving/parking instructions printed on the back. Permits shall be displayed at all times while vehicles are parked in their appropriate parking lot (See Figure 8).

All vehicles will be required to have a permit to access vicinity points on all roads leading into COTA, and to access their appropriate parking lot. Vehicles will not be allowed in and out privileges.

COTA will work with area residents and businesses to ensure that all parties have access to their residences and businesses at all times during the event.

### **Limousine Parking**

Limousines will be parked in the appropriate lot for which they purchased parking as their permits designate. All patrons will disembark their chauffeured vehicles from their parking space and also return to their parked vehicles. No drop-offs or pick-ups will be allowed. The COTA parking attendants will attempt to park all chauffeured vehicles at the front of their respective lots as a courtesy to those patrons who have contracted chauffeured vehicles. As the parking lots become filled closer to the start of events, attendants will make appropriate decisions to fill all available parking spaces.

There will be dialogue and correspondence with the Texas Limousine Association in order to estimate the number of chauffeured vehicles attending this event. Parking permits for any vehicles, including limousines are required, and must be obtained from COTA.

### **Charter Buses**

Groups chartering buses will require the purchase of a Charter Bus Parking Permit from COTA. Charter buses will be designated to park on-site at one of the COTA lots TBD. In and out privileges will not be allowed for private charter buses.

### **Bicycle Access**

People choosing to ride a bicycle to the event will not be able to ride onto COTA property. Bicyclists will be able to park and lock their bikes in a bicycle depot located at the corner of Moore Bridge Rd. and FM 973. From there, bicyclists will be shuttled to the Bus depot lot on McAngus road. The suggested route for bicyclists from downtown Austin is presented in the attached documents (see Figure 1).

## Circuit of The Americas

### Cash Parking Lots (day of the event)

Cash parking lots will not be available on-site at COTA. Cash parking lots may be available at the following locations on a first come-first served basis: TBD

### Hotel Shuttles

Taxis and hotel complimentary shuttle service to and from COTA will not be allowed into the facility. Hotel shuttles will be allowed to shuttle to/from the COTA park-n-ride lots.

### Directions to Taxi Lot

Taxis will only be allowed to enter COTA property at McAngus and Elroy Roads. The preferred route to access this parking lot facility is:

1. From downtown, proceed to SH45/130 Toll Road.
2. Travel South on SH45/130 exit on Elroy Rd.. Turn left onto Elroy Rd.
3. Travel East on Elroy Rd. to McAngus Rd. Turn Right onto McAngus Rd.
4. Proceed on McAngus Rd. to Taxi lot.

### Directions to On-site parking lots

**COTA Lot's - A, B, C, D, E, F (9,809 approximate parking spaces)**

From SH 45 / 130 Toll Rd. (Northbound / Southbound)

1. Exit FM 812.
2. Proceed eastbound on FM 812 to COTA entrance.

**COTA Lot's - G, H, J, K, L, M (5,494 approximate parking spaces)**

From SH 45 / 130 Toll Rd. (Northbound / Southbound)

1. Exit Pearce Ln. Turn left and proceed East to Kellam Rd.
2. Turn right on Kellam Rd. and proceed South to COTA entrance.

**COTA Lot P (2,480 approximate parking spaces)**

From SH 45 /130 Toll Rd. (Northbound/Southbound)

1. Exit FM 812 and travel eastbound on FM 812.
2. Proceed eastbound on FM 812. Turn Left on Elroy Road.
3. Proceed on Elroy Road to COTA Lot P.

## **Circuit of The Americas**

### **McAngus Bus Lots - Blue and Orange**

**From SH 45 / 130 Toll Rd. (Northbound / Southbound)**

1. Exit Pearce Lane.
2. Travel East on Pearce Lane to FM 973. Go South on FM 973 to McAngus Rd.
3. Turn left onto McAngus Rd. to Lot on right side before Elroy Rd.

### **Park-n-Ride Locations**

**Downtown @ Waterloo Park:** Utilizing parking spaces at Capitol Garages and numerous other downtown parking options.

**Travis County Expo Center:** Located at the intersection of FM 3177 and Loyola Lane.

### **Bus Shuttle Routes**

**Downtown @ Waterloo Park:**

#### **To COTA**

1. Depart load zone at Trinity and 15<sup>th</sup> Street.
2. Travel North on Trinity to MLK Blvd. Turn Right onto MLK.
3. Proceed East on MLK to SH 130.
4. Take the Southbound exit onto SH 130 and Proceed to Elroy Rd.
5. Take a Right on Elroy Rd. to FM 973.
6. Go South on FM 973 to McAngus Road. Turn Left.
7. Proceed on McAngus Road to Bus-depot lots.

#### **From COTA**

1. Exit Bus lot onto McAngus Road heading north.
2. At Elroy, turn Left and proceed to SH 130. Go North on SH 130.
3. Exit at FM 969 and head west on FM 969 (MLK).
4. Travel West on MLK to IH-35 frontage Rd. Turn left and proceed South.
5. Travel South to 15<sup>th</sup> St. and turn Right. Travel west on 15<sup>th</sup> St. to Trinity.
6. Turn right on Trinity and proceed North to Load-zone.

**Travis County Expo Center:**

#### **To COTA**

1. Depart Expo Center on to Decker Lane travelling east.
2. Turn Left onto FM 973 and proceed to SH 130.

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### **Circuit of The Americas**

3. Go South on SH 130 to Elroy Rd. Exit Elroy Rd. and Turn Right.
4. At FM 973 turn left and head south to McAngus Road. Turn Left on McAngus.
5. Travel East on McAngus to Bus-depot lots.

### **From COTA**

1. Exit Bus lot on to McAngus Road heading north.
2. At Elroy, turn Left and proceed to SH 130. Go North on SH 130.
3. Exit at FM 973 and turn left off exit.
4. Travel on FM 973 to Decker Lane.
5. Turn Right on Decker Lane and proceed to south entrance at Expo Center.

### **Temporary Closures and Forced Directional**

See Attachment 1

### **Helicopter Surveillance / Fixed Wing Aircraft**

TBD

### **Command Centers**

TBD (CCTV / surveillance of traffic flow on- and off-site).

### **Sustainable "green" Practices**

- Satellite park-n-ride locations, capable of transporting 80,000 people
- On-site parking will be limited to fewer than 18,000 spaces
- Actively seeking bus/motorcoach providers who have low-emission buses
- Bicycle access route, from downtown Austin is under development
- Bike riding incentives at park-n-ride locations
- Contra-flow lanes in and out of site will reduce idling vehicles
- Continuing to identify new ideas with the committee

### **Future Improvements**

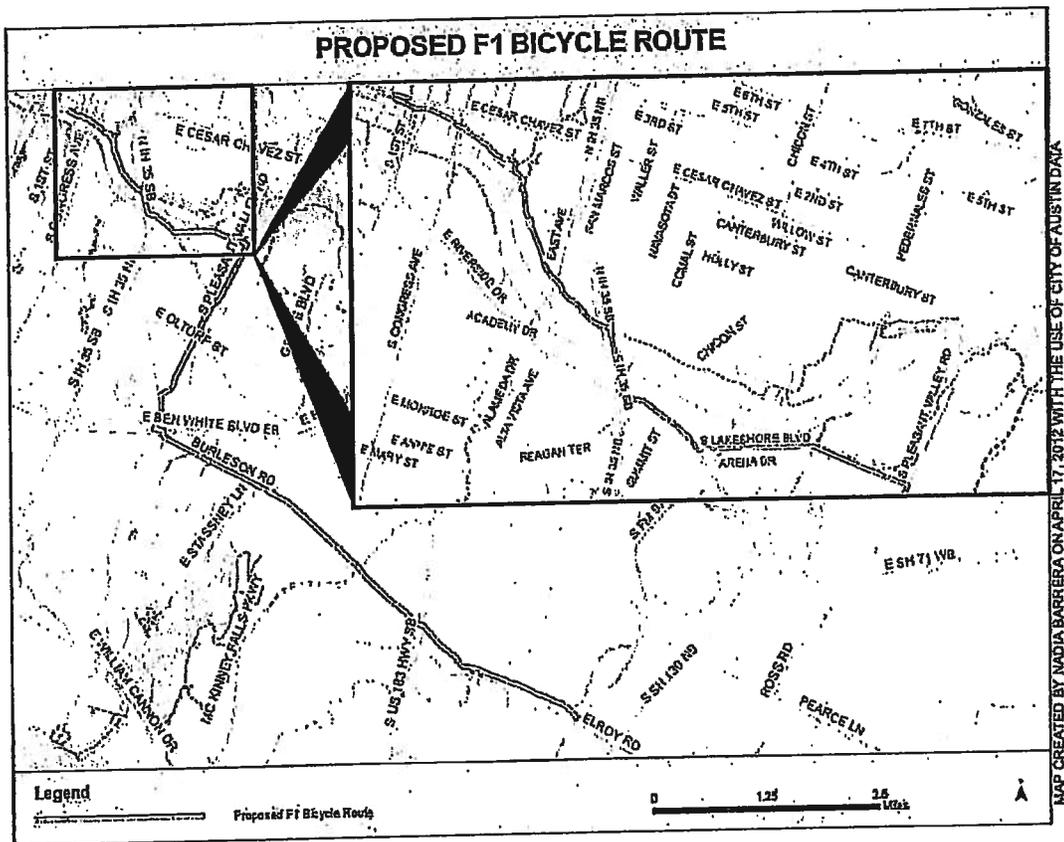
Improvements that can increase traffic flow in the future:

- Construct additional lanes on existing roads out of COTA
- Construct new roads in/out of COTA
- Identify and use park-n-ride lots in closer proximity to COTA
- Construct a light-rail system to airport and COTA
- Construct a sustainable "green" parking garage at AUS and/or at COTA

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# Circuit of The Americas

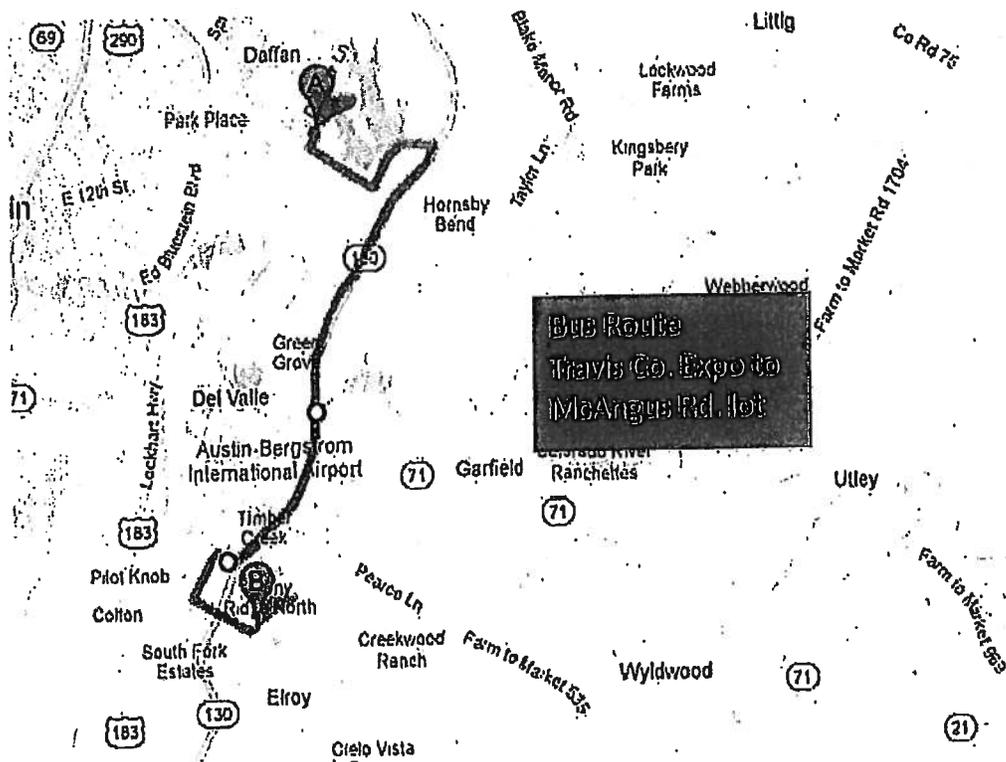
**Figure 1: Bike Route**



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**Figure 2: Bus Route, Travis County Expo**





Circuit of The Americas

**Figure 4: Website Language (First Phase)**

A limited number of pre-paid parking permits or the COTA shuttle will be the only way to access the COTA area. There will be no cash parking on-site and roads leading into COTA will be restricted to permitted vehicles.

The recommended transportation to COTA is by the official shuttle bus network operated by COTA in partnership with the City of Austin, Travis County, and Capital Metro. Check here soon for details on where to pick-up the shuttle throughout greater Austin.

Parking permits may be purchased with your ticket purchase on a first come, first served basis. Please call 512-301-6600 for ticket and parking information or purchase online here starting June.

For those that anticipate having an on-site parking permit, we recommend obtaining a TxTag (toll tag) for your vehicle prior to the event. This will ensure easy access to, from, and along SH 130. You can sign-up your vehicle here: <http://www.txtag.org/>

**Limos (or any chauffeured vehicle)** will be required to have proper licensing in order to operate in greater Austin. Please see Marcy Cardona or call 512.974.1551 for the City's requirements.

Properly licensed limos will then require the proper parking placard to enter COTA and must follow the parking instructions on the back of that placard in order to enter. Limo operators can purchase their parking placard from COTA, or their client may have already purchased the parking placard. Please confer with your client.

**Taxicabs** will be required to have proper licensing in order to operate in greater Austin. Please see Marcy Cardona or call 512.974.1551 for the City's requirements.

Properly licensed taxis will then require the proper parking placard to enter COTA and must follow the parking instructions on the back of that placard in order to enter. Taxicabs must enter the Taxicab lot in order to unload or load. This will be strictly enforced.

**Parking directions** will be supplied with your parking permit and **it is extremely important that these directions be followed!** Or your access into COTA will be challenged.

**Parking for Recreational Vehicles** will require a pre-paid permit and will also be sold on first come, first served basis. Check back here, starting early June.

**Parking for people with disabilities** will require proper documentation submitted to COTA by November 10, 2011, by submitting your request and your State ID to [info@circuitoftheamericas.com](mailto:info@circuitoftheamericas.com). All documentation will be reviewed to assure authenticity.

**--Please continue to check the website here for the most current information--**

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**Figure 5: Parking Hang Tags (samples under development)**

Draft disclaimer language on parking permits:

This parking permit is issued for ONE VEHICLE and will not be replaced if lost.

This parking permit is subject to the following conditions:

- 1) Parking lots are for the specific use of patrons who are attending the event. Patrons utilizing the parking areas for any other purpose, or who in the opinion of management, are disturbing other patrons, loitering, or failing to enter the lot in a timely manner, may be asked to vacate the premises.
- 2) The failure of any person to obey the instruction, direction, or request of parking lot personnel or park signage may be subject to eviction from the parking lot and forfeiture of this parking permit, without compensation.
- 3) Management is not responsible for, and assumes no liability arising from fire, theft, damage to, or loss of vehicle or any article therein while on park premises.
- 4) Resale or attempted resale of this parking permit is prohibited.  
Any alteration of this parking permit is prohibited.

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Project: 2012 United States Grand Prix, Location: Austin, Texas, Date: 05/25/12, Status: Final, Drawn By: [Redacted], Checked By: [Redacted], Scale: As Shown, Title: 2012 United States Grand Prix - Vicinity Map - Not to Scale

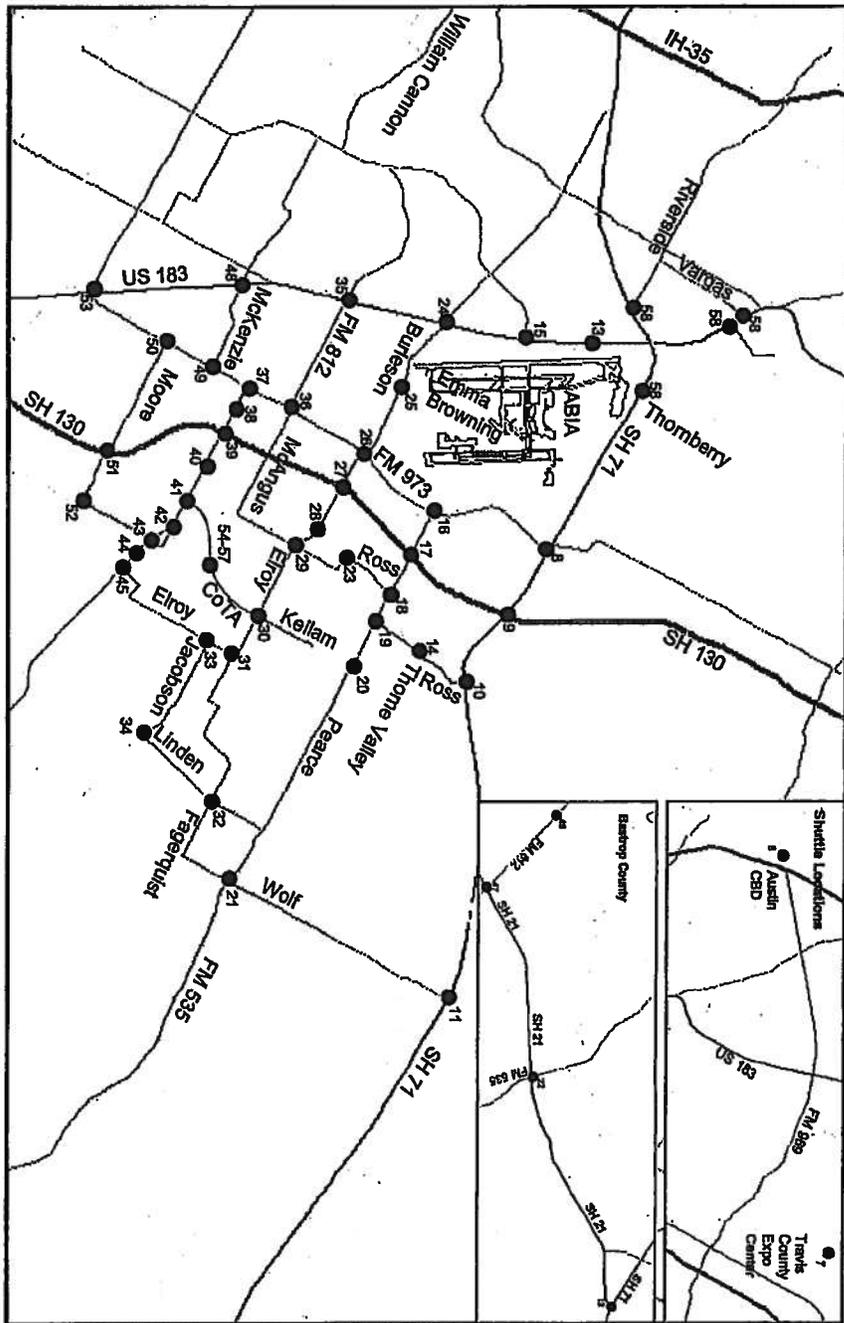
# TRAFFIC CONTROL PLAN

## PREPARED FOR THE 2012 UNITED STATES GRAND PRIX

PREPARED BY  
  
 Kittlinghorn  
 Engineering, Inc.  
 2012 CONSULTING AND ASSOCIATES, INC.

PLAN DEVELOPED: MAY 25, 2012  
 VICINITY MAP - NOT TO SCALE

PREPARED FOR  
  
 CIRCUIT OF THE AMERICAS  
 DAVID SWELLEY, VICE PRESIDENT, OPERATIONS  
 301 COMMERCE AVENUE, SUITE 200  
 AUSTIN, TEXAS 78701  
 512.854.4188 DAVID@CIRCUITOFAMERICAS.COM



### INDEX OF SHEETS

1	Contact Info and General Notes
2	PLACEHOLDER (for potential future use)
3	Summary of Chicanes
4A	Pre-Event Schematic - With Kellam
4B	Pre-Event Schematic - Without Kellam
5A	Post-Event Schematic - With Kellam
5B	Post-Event Schematic - Without Kellam
6	Downtown Shuttle Route
7	Expo Center Shuttle Route
8	SH 71 & FM 973
9	SH 71 & SH 130
10	SH 71 & Ross Road
11	SH 71 & Wolf Lane
12	SH 71 & SH 21
13	US 183 & Midtopolis Drive
14	Ross Road & Thome Valley Drive
15	US 183 & McKinney Falls Parkway
16	FM 973 & Peerce Lane
17	SH 130 & Peerce Lane
18	Peerce Lane & Ross Road (W)
19	Peerce Lane & Ross Road (E)
20	Peerce Lane & Kellam Road
21	Peerce Lane & Wolf Lane
22	SH 21 & FM 635
23	Ross Road & Helma Farm Road
24	US 183 & Burleson Road
25	Burleson Road & Emma Browning Avenue
26	FM 973 N. & FM 512/Madangus Road
27	SH 130 & Elroy Road
28	Elroy Road & Ross Road
29	Elroy Road & Madangus Road
30	Elroy Road & CoTA Boulevard/Kellam Road
31	Elroy Road & Fagerquist Road
32	Fagerquist Road & Linden Road
33	Elroy Road & Jacobson Road
34	Linden Road & Jacobson Road
35	US 183 & FM 812
36	FM 973 N. & FM 512/Madangus Road
37	FM 973 S. & FM 812
38	FM 812 Roadway Typical Section
39	FM 812 & SH 130
40	FM 812 Roadway Typical Section
41	FM 812 & CoTA Boulevard
42	FM 812 & Pland Triangle (W)
43	FM 812 & Pland Triangle (E)
44	FM 812 Roadway Typical Section
45	FM 812 Roadway Typical Section
46	FM 812 Roadway Typical Section
47	SH 21 & FM 812
48	US 183 & McKinza Road
49	FM 973 & McKinza Road
50	FM 973 & Moore Road
51	SH 130 & Moore Road
52	Moore Road & Burkland Farms Road
53	US 183 & FM 973
54/57	CoTA Boulevard
58-61	Interchange Ramps

Detail Sheets

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**GENERAL NOTES**

1. Necessary Operational Procedures:
  - 1.1. Set-up cones, vertical panels, and barricades in accordance with Pre-Event Plan;
  - 1.2. Set-up temporary signs;
  - 1.3. Cover existing conflicting signs;
  - 1.4. Coordinate with all existing traffic signal owners to modify signal operations, as noted in the plans; and
  - 1.5. At the designated time (approximately 15 minutes after event start time), transition from Pre-Event Plan to Post-Event Plan.
2. Speeds shown on plans indicate design speeds for the traffic control plan.
3. All traffic control signs and devices shall be placed and installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD) and TxDOT Traffic Engineering Standard Sheets for Barricade and Construction Standards.
4. Any variations to the traffic control plan shall be approved by the Engineer, the City, and/or the County, as appropriate.
5. Contractor shall provide access to all businesses and residences along roadways at all times.
6. Along all facilities with operations modified to full contra-flow, contractor shall place one-way (RW-1) signs at all public streets and driveways, except those driveways serving a single-family dwelling unit.

**CONTRA-FLOW AND MODIFIED ROADWAY SEGMENTS**

- The following assumes Kellam Road between Eroy Road and Peano Lane is constructed. FULL = all lanes operating in one direction. PARTIAL = two-way traffic with operations modified from typical conditions.
- Pre-Event**
- Peano Lane from SH 130 SBFR to Kellam Road
  - Kellam Road from Peano Lane to Eroy Road
  - Mequys Road from FM 873 to Eroy Road (excluding portion serving the Test Job)
- FULL**
- Peano Lane from SH 130 SBFR to Kellam Road
  - Kellam Road from Peano Lane to Eroy Road
  - Mequys Road from FM 873 to Eroy Road (excluding portion serving the Test Job)
- PARTIAL**
- FM 812 from -500' west of FM 873 N to CoTA Boulevard
  - FM 812 from Travis County / Bexley County line to SH 21
- Post-Event**
- Peano Lane from Kellam Road to SH 130 NBFR
  - Kellam Road from Eroy Road to Peano Lane
  - Mequys Road from FM 873 to Eroy Road (excluding portion serving the Test Job)
- FULL**
- Peano Lane from Kellam Road to SH 130 NBFR
  - Kellam Road from Eroy Road to Peano Lane
  - Mequys Road from FM 873 to Eroy Road (excluding portion serving the Test Job)
- PARTIAL**
- FM 812 from CoTA Boulevard to -500' west of FM 873 N
  - FM 812 from Eroy Road to SH 21
- LIMITED ACCESS ROADWAY SEGMENTS**
- **Shuttles, Taxis, and Local Residents Only (Pns and Post-Event)**
  - Eroy Road from FM 873 to CoTA Boulevard
  - FM 873 from Eroy Road to Mequys Road
  - Mequys Road from FM 873 to Eroy Road
  - **Emergency, CoTA Official, and Local Residents Only (Pns and Post-Event)**
  - Moore Road from SH 130 to Kellam Loop Road
  - Kellam Loop Road from Moore Road to Friend Triangle

**SHUTTLE REQUIREMENTS**

**Downtown:** 36,250 people (estimated)  
 @ 2 people / car = 18,125 parking spaces needed  
 Assumptions: 45 people / shuttle  
 80 minutes / trip = 3 trips in 4 hours

**# of Shuttles = (36,250 people) / (45 people / shuttle) / (3 trips) = 269 shuttles**

**Expo Center:** 36,250 people (estimated)  
 @ 2 people / car = 18,125 parking spaces needed  
 Assumptions: 45 people / shuttle  
 70 minutes / trips = 3 trips in 3.5 hours

**# of Shuttles = (36,250 people) / (45 people / shuttle) / (3 trips) = 269 shuttles**

**Total: # of Shuttles to serve 72,500 people = 269 + 269 = 538 Shuttles**

**ON-SITE VEHICLE SERVICE TIME CALCULATIONS**

(Service Time = Total time required to clear CoTA property, if all vehicles left simultaneously)

Assumes Kellam Road between Eroy Road and Peano Lane is constructed.

**17,000 Vehicles On-Site (estimated)**  
**+5,000 Other Vehicles (estimated)**  
**22,000 Total Vehicles**

**Scenario 1 (700 vphpl)**

Travel Lane Capacity = 700 vehicles / hour / lane  
 # of Travel Lanes = 10 lanes (see Sheets 4A and 5A)  
 System Capacity = 7,000 vehicles / hour / lane \* 10 lanes = 7,000 vehicles / hour

Service Time = 22,000 vehicles / 7,000 vehicles / hour = 3.14 hours

**Scenario 2 (1,000 vphpl)**

Travel Lane Capacity = 1,000 vehicles / hour / lane  
 # of Travel Lanes = 10 lanes (see Sheets 4A and 5A)  
 System Capacity = 10,000 vehicles / hour / lane \* 10 lanes = 10,000 vehicles / hour

Service Time = 22,000 vehicles / 10,000 vehicles / hour = 2.20 hours

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<p>GENERAL TRAFFIC CONTROL PLAN PREPARED FOR <b>CIRCUIT AMERICAS</b> OF THE TEXAS</p>	<p><b>CONTACT INFORMATION &amp; GENERAL NOTES</b></p>	<p>RVA PROJECT 06229100</p> <p>DATE MAY 2012</p> <p>SCALE AS SHOWN</p> <p>DESIGNED BY ATG</p> <p>DRAWN BY SCB</p> <p>CHECKED BY VMM</p>	<p>LICENSED PROFESSIONAL</p> <p>LIC PROF #</p> <p>SEAL BEHIND SIGNATURE</p> <p>LIC PROF #</p>	 <p><b>Kinley-Horn and Associates, Inc.</b></p> <p>© 2003 KINLEY-HORN AND ASSOCIATES, INC.          12703 PARK CENTRAL DRIVE, SUITE 1000, DALLAS, TX 75244          PHONE: 972-412-1212 FAX: 972-412-1213          WWW.KINLEY-HORN.COM TX F-203</p>
<p>1</p>				<p>NO. REVISIONS DATE BY</p>

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SUMMARY OF QUANTITIES - PRE-EVENT						
SHEET	LOCATION	OFFICERS	CONES	FLAGS	BARRICADES	SIGNS
	DOWNTOWN					
	EXPO CENTER					
	SH 71 & FM 873					
	SH 71 & SH 130					
	SH 71 & ROSS ROAD					
	SH 71 & WOLF LANE					
	SH 71 & SH 21					
	US 183 & METROPOLIS DRIVE					
	ROSS ROAD & THOME VALLEY DRIVE					
	US 183 & MCKINNEY FALLS PARKWAY					
	FM 973 & PEARCE LANE					
	SH 130 & PEARCE LANE					
	PEARCE LANE & ROSS ROAD (N)					
	PEARCE LANE & ROSS ROAD (S)					
	PEARCE LANE & KELLAM ROAD					
	PEARCE LANE & WOLF LANE					
	SH 21 & FM 835					
	ROSS ROAD & HEENE FARM ROAD					
	US 183 & BURLESON ROAD					
	BURLESON ROAD & EMMA BROWNING					
	FM 973 & ELROY ROAD					
	SH 130 & ELROY ROAD					
	ELROY ROAD & ROSS ROAD					
	ELROY ROAD & MCANGUS ROAD					
	ELROY ROAD & COTA BOULEVARD					
	ELROY ROAD & FAGERQUIST ROAD					
	FAGERQUIST ROAD & LINDEN ROAD					
	ELROY ROAD & JACOBSON ROAD					
	JACOBSON ROAD & LINDEN ROAD					
	US 183 & FM 812					
	FM 812 & FM 973 (N)					
	FM 812 & FM 973 (S)					
	FM 812 ROADWAY TYPICAL SECTION					
	FM 812 & SH 130					
	FM 812 ROADWAY TYPICAL SECTION					
	FM 812 & COTA BOULEVARD					
	FM 812 & PLAND TRIANGLE (N)					
	FM 812 & PLAND TRIANGLE (S)					
	FM 812 ROADWAY TYPICAL SECTION					
	FM 812 & ELROY ROAD					
	FM 812 ROADWAY TYPICAL SECTION					
	SH 21 & FM 812					
	US 183 & MCKENZIE ROAD					
	FM 973 & MCKENZIE ROAD					
	FM 973 & MOORE ROAD					
	SH 130 & MOORE ROAD					
	MOORE ROAD & BURKLAND FARMS ROAD					
	US 183 & FM 973					
	COTA BOULEVARD					
	INTERCHANGE RAMP					
	TOTALS					

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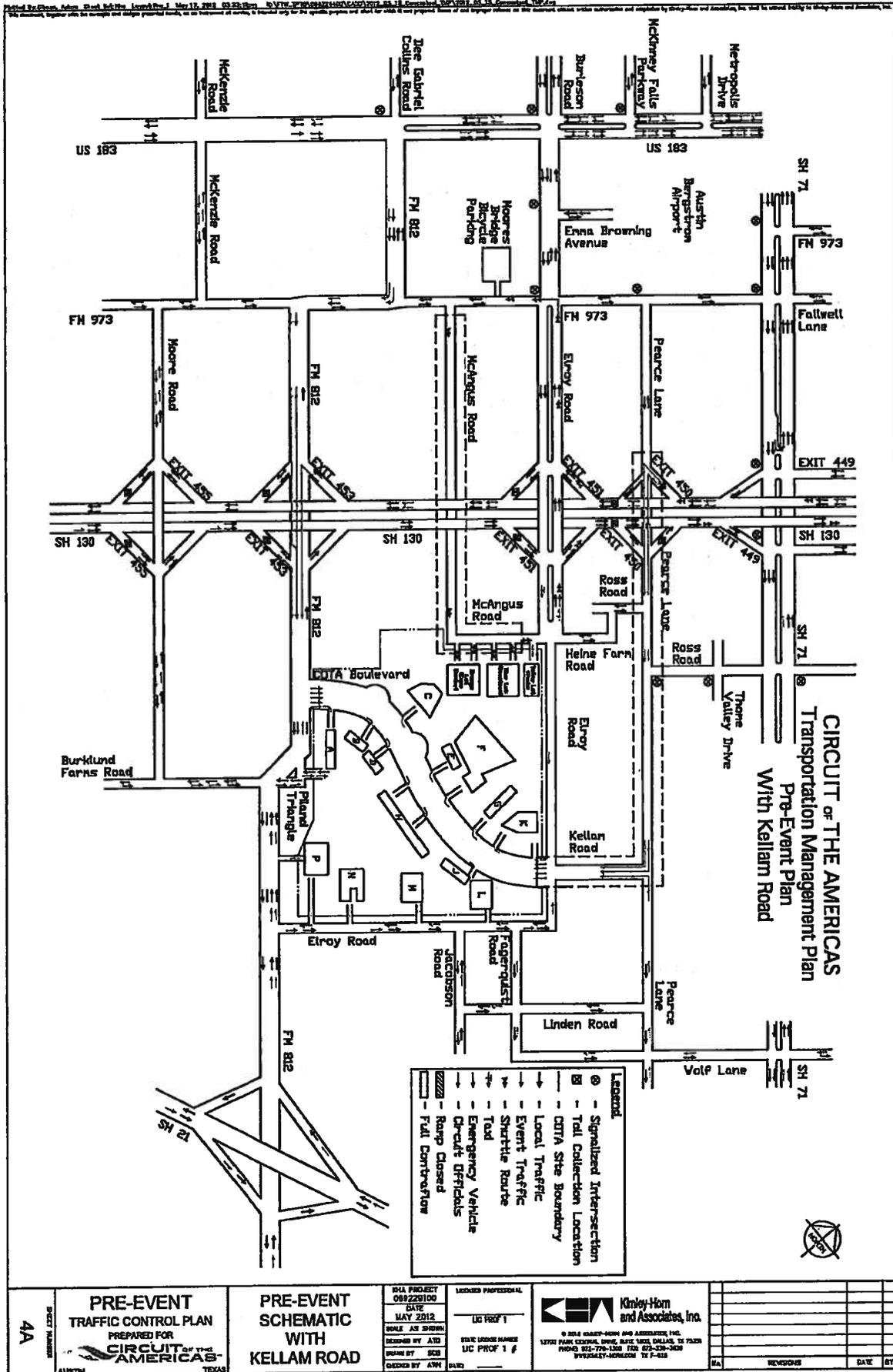
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	10/18/12	10/18/12	10/18/12	10/18/12	10/18/12	10/18/12

Printed By: Chris Adams Date: 10/18/12 04:00 PM Project: I-35/71 Interchange Construction - Post-Event

SUMMARY OF QUANTITIES: POST-EVENT							
SHEET	LOCATION	OFFICERS	CONES	FLAGS	BARRICADES	SIGNS	PANELS
	DOWNTOWN						
	EXPO CENTER						
	SH 71 & FM 973						
	SH 71 & SH 130						
	SH 71 & ROSS ROAD						
	SH 71 & WOLF LANE						
	SH 71 & SH 21						
	US 183 & METROPOLIS DRIVE						
	ROSS ROAD & THOME VALLEY DRIVE						
	US 183 & MCKINNEY FALLS PARKWAY						
	FM 973 & PEARCE LANE						
	SH 130 & PEARCE LANE						
	PEARCE LANE & ROSS ROAD (W)						
	PEARCE LANE & ROSS ROAD (E)						
	PEARCE LANE & KELLAM ROAD						
	PEARCE LANE & WOLF LANE						
	SH 21 & FM 535						
	ROSS ROAD & HEINE FARM ROAD						
	US 183 & BURLESON ROAD						
	BURLESON ROAD & EMMA BROWNING						
	FM 973 & ELROY ROAD						
	SH 130 & ELROY ROAD						
	ELROY ROAD & ROSS ROAD						
	ELROY ROAD & MCANGUS ROAD						
	ELROY ROAD & COTA BOULEVARD						
	ELROY ROAD & FAGERQUIST ROAD						
	FAGERQUIST ROAD & LINDEN ROAD						
	ELROY ROAD & JACOBSON ROAD						
	JACOBSON ROAD & LINDEN ROAD						
	US 183 & FM 812						
	FM 812 & FM 973 (S)						
	FM 812 ROADWAY TYPICAL SECTION						
	FM 812 & SH 130						
	FM 812 ROADWAY TYPICAL SECTION						
	FM 812 & COTA BOULEVARD						
	FM 812 & PLAND TRIANGLE (W)						
	FM 812 & PLAND TRIANGLE (E)						
	FM 812 ROADWAY TYPICAL SECTION						
	FM 812 & ELROY ROAD						
	FM 812 ROADWAY TYPICAL SECTION						
	SH 21 & FM 812						
	US 183 & MCKENZIE ROAD						
	FM 973 & MCKENZIE ROAD						
	SH 130 & MOORE ROAD						
	MOORE ROAD & BURKLAND FARMS ROAD						
	US 183 & FM 873						
	COTA BOULEVARD						
	INTERCHANGE RAMP						
	TOTALS						

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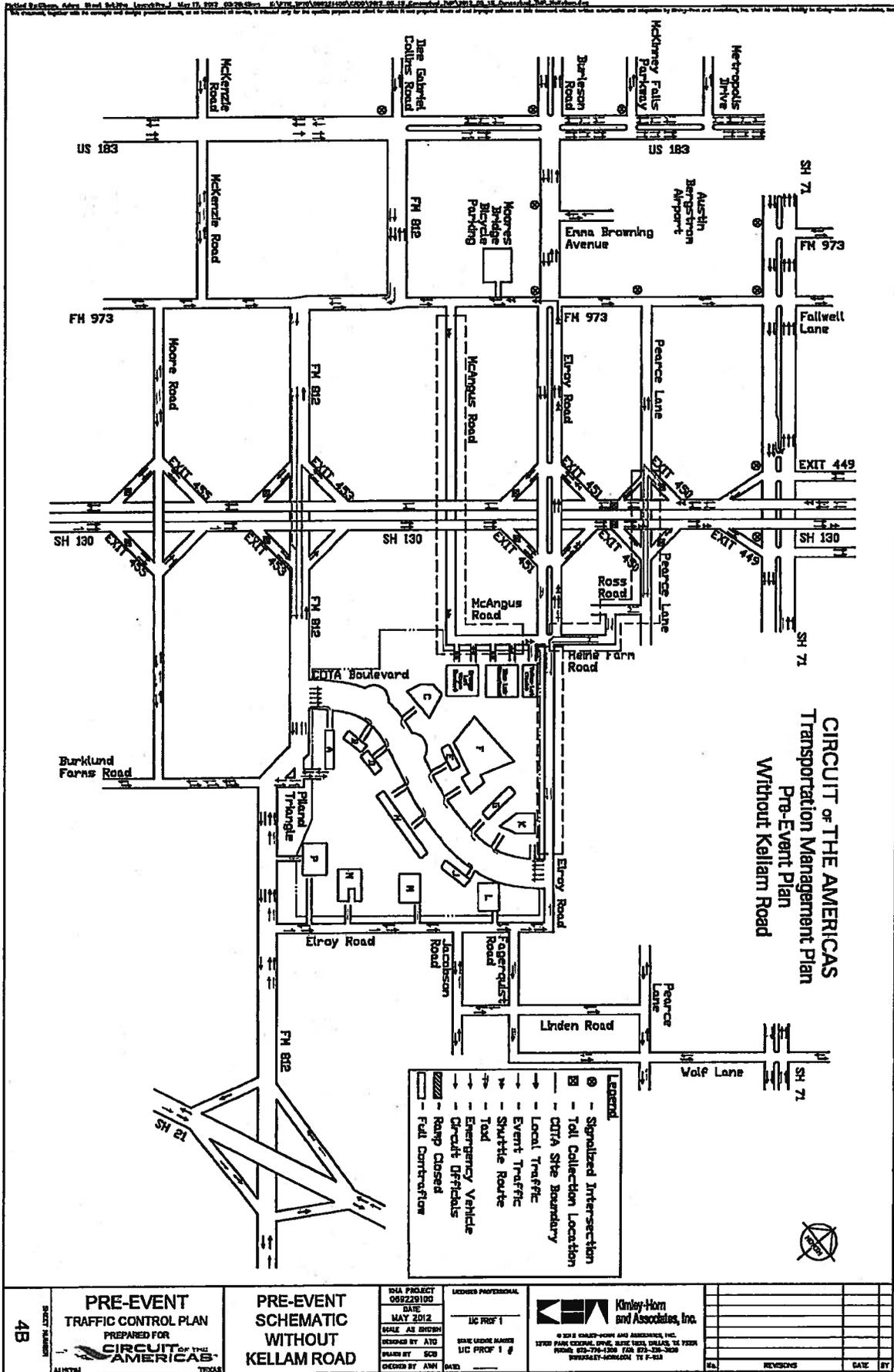
POST-3	POST-EVENT TRAFFIC CONTROL PLAN	SUMMARY OF QUANTITIES	ISCA PROJECT 069229100	REGISTERED PROFESSIONAL	 Kinley-Horn and Associates, Inc. <small>© 2012 KINLEY-HORN AND ASSOCIATES, INC. 12100 PARK CENTRAL DRIVE, SUITE 1000, DALLAS, TX 75244 PHONE: 972-774-1300 FAX: 972-774-1308 WWW.KINLEY-HORN.COM TX P-028</small>	NO.	REVISED	DATE	BY
	PREPARED FOR CIRCUIT OF THE AMERICAS		DATE MAY 2012	UC PROF 1		DATE LICENSE RENEWED			
			DRAWN BY KTH	UC PROF 1					
			CHECKED BY AMH						



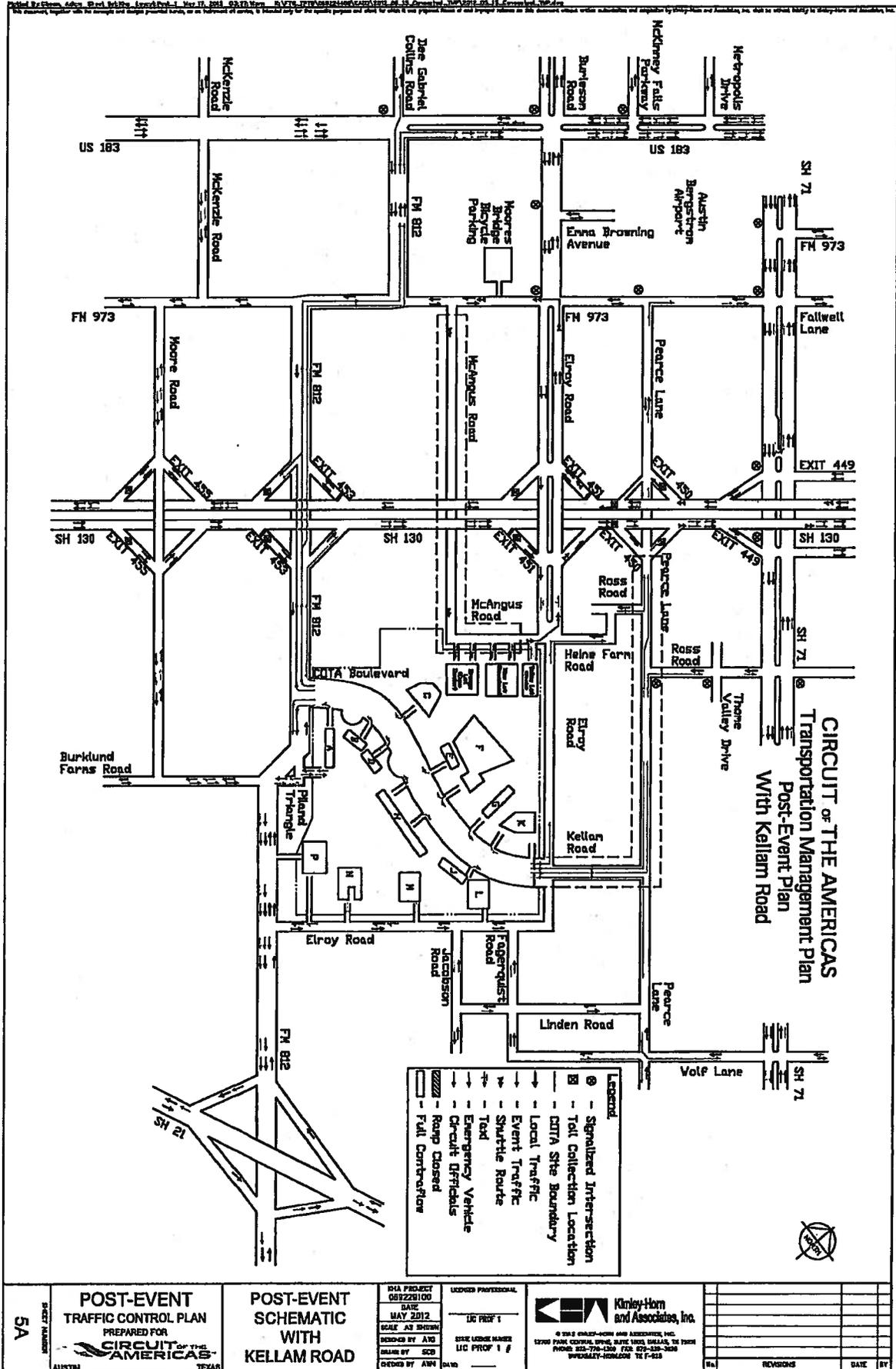
58

<p>PROJECT NUMBER <b>4A</b></p>	<p><b>PRE-EVENT TRAFFIC CONTROL PLAN</b> PREPARED FOR <b>CIRCUIT of THE AMERICAS</b></p>	<p><b>PRE-EVENT SCHEMATIC WITH KELLAM ROAD</b></p>	<p>ISCA PROJECT <b>082229100</b> DATE <b>MAY 2012</b> SCALE <b>AS SHOWN</b> DESIGNED BY <b>AVD</b> DRAWN BY <b>SCB</b> CHECKED BY <b>AWH</b></p>	<p>LICENSED PROFESSIONAL <b>UC PROF 1</b> STATE LICENSE NUMBER <b>UC PROF 1 6</b> DATE</p>	<p><b>Kinley-Horn and Associates, Inc.</b> © 2012 KINLEY-HORN AND ASSOCIATES, INC. 13701 PARK CIRCLE, FORT WORTH, TEXAS 76155 PHONE 817-790-1300 FAX 817-326-3608 WWW.KINLEY-HORN.COM TX 7-021</p>	<table border="1"> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISIONS	DATE									
	NO.	REVISIONS	DATE															
<p>15/11/12</p>	<p>TEAS</p>	<p>15/11/12</p>	<p>15/11/12</p>	<p>15/11/12</p>	<p>15/11/12</p>													

**EXHIBIT A**



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POST-EVENT TRAFFIC CONTROL PLAN PREPARED FOR **CIRCUIT OF THE AMERICAS**

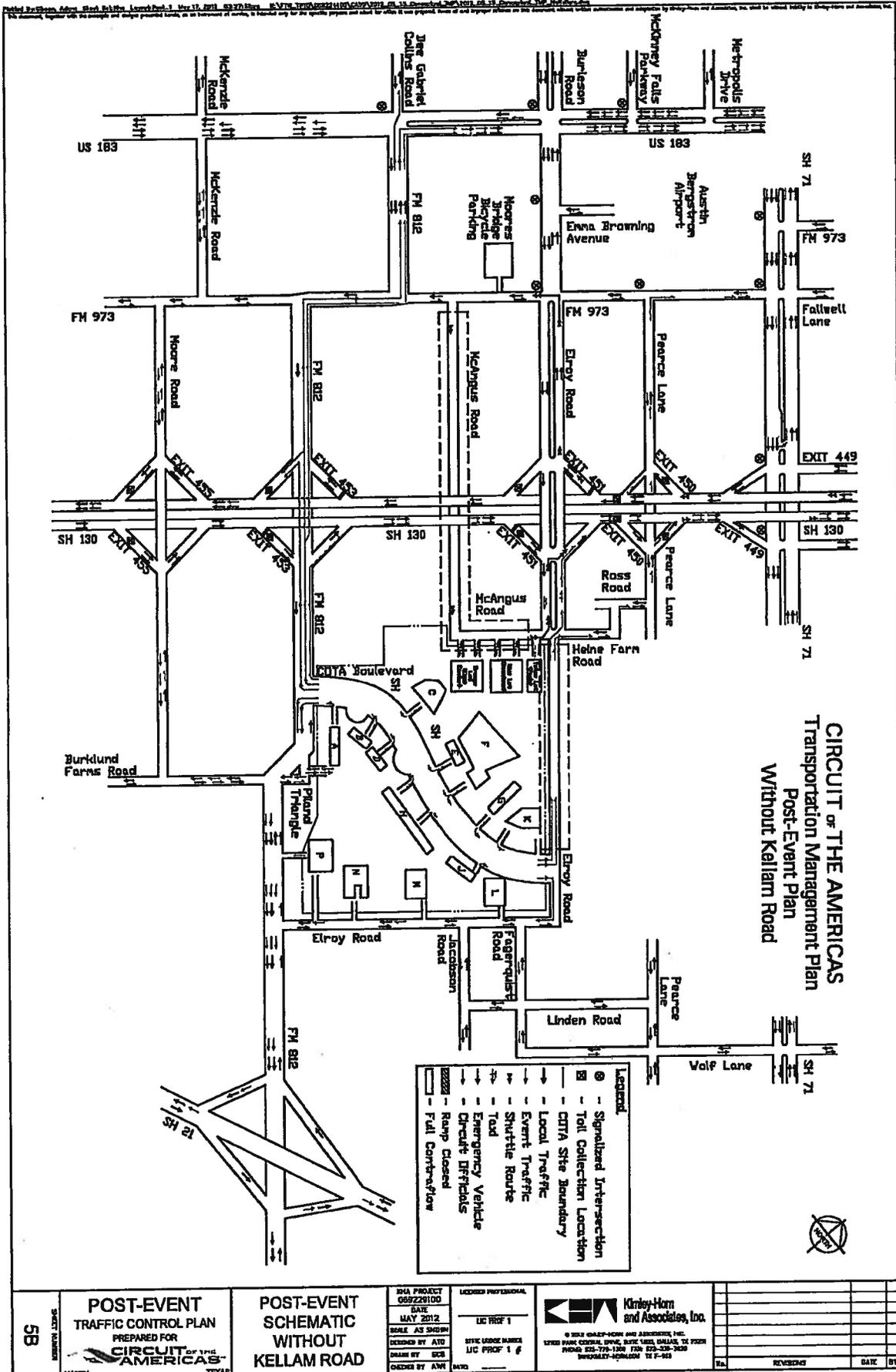
POST-EVENT SCHEMATIC WITH **KELLAM ROAD**

DIA PROJECT 08226100 DATE MAY 2012 SCALE AS SHOWN DESIGNED BY AJM CHECKED BY SCS DRAWN BY SCS CHECKED BY AJM

LOCKED PROFESSIONAL LIC PROF 1  
**Kinley-Horn and Associates, Inc.**  
 12700 PARK CENTRAL DRIVE, SUITE 1000, DALLAS, TX 75244  
 PHONE 972-770-1500 FAX 972-672-3000  
 WWW.KINLEY-HORN.COM

NO.	REVISIONS	DATE	BY

**EXHIBIT A**



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Item 12.B.

Exposition Center Parking Agreement

**TRAVIS COUNTY EXPOSITION CENTER  
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this 11th day of April, 2012 between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and Circuit of The Americas, whose address is 301 Congress Ave., Suite 220, Austin, Texas 78701 and contact number is (971) 344-4876 ("LICENSEE"), includes the following terms:

1. **Representatives of Parties.** LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates Steve Sexton, who is LICENSEE's Owner, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.
2. **Licensed Space.** Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1 & 3 and no other Gates.
3. **Restrictions.** The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.
4. **Purpose.** The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

Formula One Parking  
by Circuit of The Americas  
All Travis County Expo Center  
November 15-18, 2012  
November 2013  
November 2014

5. **License Date and Time.** LICENSEE shall have access to the use of the Licensed Space from 7:00 (a.m.) to 10:00 (p.m.) Thursday, November 15, 2012, Friday, November 16, 2012, Saturday, November 17, 2012 and Sunday, November 18, 2012. From 7:00 (a.m.) to 10:00 (p.m.) Thursday, November 2013, Friday, November 2013, Saturday, November 2013 and Sunday, November 2013. From 7:00 (a.m.) to 10:00 (p.m.) Thursday, November 2014, Friday, November 2014, Saturday, November 2014 and Sunday, November 2014. LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

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6. Fee Terms.

6.1 Original Contract Sum and Original Contract Sum Deposit. LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.

9. Indemnity. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal,

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State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

10A. ADA Compliance. LICENSEE shall be solely responsible for apprising LICENSEE's Event staff (to include employees, agents and independent contractors of LICENSEE), in writing, of the location of all Americans with Disabilities Act ("ADA")-accessible routes in and around the Center premises, including without limitation the location of all ADA-accessible elevators in the Luedcke (Main) Arena or another Center premises and any temporary ADA-accessible routes created by legally-permissible alterations or modifications made to the Center premises by or on behalf of LICENSEE in order to facilitate LICENSEE's Event activities. LICENSEE has the affirmative obligation to ensure that LICENSEE's staff is fully informed of such ADA-accessible routes, and is able to provide such information to Event attendees (including Event participants) at all times during the Event. LICENSEE acknowledges that it is solely responsible for compliance with and accessibility under the ADA or state law for modifications or alterations made to the Center in order to facilitate LICENSEE's Event activities.

11. Dangerous Wild Animals. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner ("a person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. Concessions.

13.1 Food and Beverage Concessions. LICENSOR reserves all food and beverage concession rights.

13.2 Sales of Other Items. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. Food and Beverage Catering. LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached hereto as Exhibit "D" and incorporated herein for all purposes. In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's

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guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

17. Custodial Services. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. Parking Surcharge. LICENSEE shall pay to LICENSOR one-third (1/3<sup>rd</sup>) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.

19. Control of Facility and Right to Enter. In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. Defacement of Center. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of

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LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. Television Coverage. LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

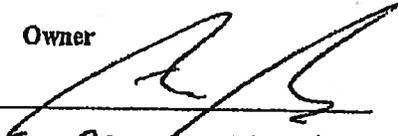
28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

Name: **Circuit of The Americas**

By: **Steve Sexton**

Title: **Owner**

Signature: 

Date: April 16, 2012

LICENSOR: TRAVIS COUNTY

By: **Roger A. El Khoury, M.S., P.E.**

Title: **Director, Facilities Management Department**

Signature: 

Date: May 23, 2012

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**Exhibit "A"**

**Travis County Exposition Center - Event Costing Schedule**

Item	Details	Unit	Qty	Rate	Amount
<b>Customer:</b>	Steve Sexton			<b>Date of Event:</b>	
<b>Event:</b>	Formula One Parking by Circuit of The Americas			Nov 15-18, 2012	
<b>Facility Rental Fees</b>	Luedecke Arena - Rental Period is 16 Hours	Day	4	\$ 3,000.00	\$ 12,000.00
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -
	Luedecke Arena - Dressing Room	Day	4	\$ 100.00	\$ 400.00
	Skyline Club - Rental Period is Eight Hours	Day	4	\$ 1,200.00	\$ 4,800.00
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -
	Banquet Hall - Rental Period is Eight Hours	Day	4	\$ 1,800.00	\$ 7,200.00
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -
	Show Barn - Rental Period is 12 Hours	Day	4	\$ 900.00	\$ 3,600.00
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -
	Outside Show Barn Equestrian Horse Arena	Day	4	\$ 200.00	\$ 800.00
	All Grounds - Non-Concert Event	Day	4	\$ 1,000.00	\$ 4,000.00
	Portion of the Grounds - Non-Concert Event	Day		\$ 500.00	\$ -
	All or portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Discount for all facilities rental-multi year contract	Day	-25%	\$ 32,800.00	\$ (8,200.00)
	<b>Total Facility Rental Fees</b>				<b>\$ 72,600.00</b>
<b>Equipment Rental Fees</b>	Tables	Each/Event		\$ 6.00	\$ -
	Chairs	Each/Event		\$ 1.50	\$ -
	Picnic Table	Each/Event		\$ 10.00	\$ -
	Portable Bleachers	Each		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	30 stalls free if total stalls > 100	Each		\$ 15.00	\$ -
	Other	Each		\$ -	\$ -
	<b>Total Equipment Rental Fees</b>				<b>\$ -</b>
<b>Custodial Fees</b>	Luedecke Arena	Day		\$ 600.00	\$ -
	Skyline Club	Day		\$ 200.00	\$ -
	Luedecke Arena including Skyline	Day		\$ 775.00	\$ -
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -
	Banquet Hall	Day		\$ 200.00	\$ -
	Grounds	Day	4	\$ 260.00	\$ 1,040.00
	Show Barn - One-Day Horse Show Event	Day		\$ 200.00	\$ -
	Show Barn - Two-Day Horse Show Event	2-Day		\$ 250.00	\$ -
	Show Barn - Three-Day Horse Show Event	3-Day		\$ 300.00	\$ -
	Show Barn - All Events Except Horse Shows	Day		\$ 200.00	\$ -
	Custodial Services During Event per Custodian	Hour	128	\$ 25.00	\$ 3,200.00
	Stall cleaning	Each		\$ 5.00	\$ -
	<b>Total Custodial Fees</b>				<b>\$ 4,240.00</b>
<b>Other Fees</b>	HVAC - Luedecke Arena Minimum 8 Hours	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other	Each		\$ -	\$ -
	<b>Total Other Fees</b>				<b>\$ -</b>
<b>ORIGINAL CONTRACT SUM</b>					<b>\$ 76,840.00</b>
<b>DEPOSIT</b>	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 15,368.00
<b>BALANCE</b>	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 61,472.00
<b>DAMAGES DEPOSIT</b>	Refundable = Percent of Facility Rental Fees	3		20%	\$ 14,520.00
<b>PARKING SURCHARGE</b>	One-Third of Parking Fees Collected by Licensee	4			\$ 4,920.00

1 = Due at the Time the License Agreement is Signed by Licensee  
 2 = Due 30 Days Prior to Commencement of Event  
 3 = Due One Day Prior to Commencement of Event  
 4 = Due upon Event Conclusion

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EXHIBIT A

Travis County Exposition Center - Event Costing Schedule						
Customer:	Steve Section					
Event:	Formular One Parking				Date of Event: Nov 14-17, 2013	
Item	Details	Unit	Qty	Rate	Amount	
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day	4	\$ 3,000.00	\$ 12,000.00	
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Luedecke Arena Dressing Room	Day	4	\$ 100.00	\$ 400.00	
	Skyline Club - Rental Period is 8 Hours	Day	4	\$ 1,200.00	\$ 4,800.00	
	Skyline Club for Each Additional Hour	Hour		\$ 160.00	\$ -	
	Banquet Hall - Rental Period is 8 Hours	Day	4	\$ 1,800.00	\$ 7,200.00	
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -	
	Show Barn - Rental Period is 12 Hours	Day	4	\$ 900.00	\$ 3,600.00	
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -	
	Outside Show Barn Equestrian Horse Arena	Day	4	\$ 200.00	\$ 800.00	
	All Grounds - Non-Concert Event	Day	4	\$ 1,000.00	\$ 4,000.00	
	Portion of the Grounds - Non-Concert Event	Day		\$ 500.00	\$ -	
	All or Portion of the Grounds - Concert Event	Day		\$ 3,000.00	\$ -	
	Discount for all facilities rental/multiyear contract	Day	-0.25	\$ 32,800.00	\$ (8,200.00)	
<b>Total Facility Rental Fees</b>					<b>\$ 24,600.00</b>	
Equipment Rental Fees	Tables-Round	Each/Event		\$ 6.00	\$ -	
	Chairs	Each/Event		\$ 1.50	\$ -	
	Picnic Tables	Each/Event		\$ 10.00	\$ -	
	Portable Bleachers	Each		\$ 20.00	\$ -	
	Stalls	Each		\$ 15.00	\$ -	
	Pens	Each		\$ 2.00	\$ -	
	Cattle Ties	Each		\$ 2.00	\$ -	
	50 stalls free if total stalls > 100	Each		\$ 15.00	\$ -	
	Other	Each		\$ -	\$ -	
	<b>Total Equipment Rental Fees</b>					<b>\$ -</b>
	Custodial Fees	Luedecke Arena	Day		\$ 600.00	\$ -
Skyline Club		Day		\$ 200.00	\$ -	
Luedecke Arena Including Skyline		Day		\$ 775.00	\$ -	
Luedecke Arena Dressing Rooms		Day		\$ 75.00	\$ -	
Banquet Hall		Day		\$ 200.00	\$ -	
Grounds		Day	4	\$ 260.00	\$ 1,040.00	
Show Barn - One day horse show event		Day		\$ 200.00	\$ -	
Show Barn - Two days horse show event		2-Day		\$ 250.00	\$ -	
Show Barn - Three days horse show event		3-Day		\$ 300.00	\$ -	
Show Barn - All Events Except Horse Show		Day		\$ 200.00	\$ -	
Custodial Services During Event per Custodian		Hour	128	\$ 25.00	\$ 3,200.00	
Stall Cleaning		Each		\$ 5.00	\$ -	
<b>Total Custodial Fees</b>						<b>\$ 4,240.00</b>
Other Fees		HVAC - Luedecke Arena	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -	
	Moving and Pacing Dirt	Hour		\$ 200.00	\$ -	
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -	
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -	
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -	
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -	
	Water Connection	Each		\$ 30.00	\$ -	
	Other	Each		\$ -	\$ -	
	<b>Total Other Fees</b>					<b>\$ -</b>
	<b>ORIGINAL CONTRACT SUM</b>					<b>\$ 28,840.00</b>
<b>DEPOSIT</b>	Non-Refundable = Percent of Original Contract Sum	33%	20%		\$ 5,734.40	
<b>BALANCE</b>	To Be Adjusted for Additional Services, if Applicable	2	80%		\$ 23,105.60	
<b>DAMAGES DEPOSIT</b>	Refundable = Percent of Facilities Rental		20%		\$ 4,920.00	
<b>PARKING SURCHARGE</b>	One-Third of Parking Fees Collected by Licensee	4			\$ 1,146.60	
1. Due at the Time the License Agreement is Signed by the Licensee						
2. Due 30 Days Prior to Commencement of the Event						
3. Due One Day Prior to Commencement of the Event						
4. Due upon Event Conclusion						

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EXHIBIT A

Travis County Exposition Center - Event Costing Schedule							
Customer:	Slovis Section						
Event:	Formula One Parking				Date of Event:	Nov 13-16, 2014	
Item	Details	Unit	Qty	Rate	Amount		
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day	4	\$ 3,000.00	\$ 12,000.00		
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -		
	Luedecke Arena Dressing Room	Day	4	\$ 100.00	\$ 400.00		
	Skyline Club - Rental Period is 8 Hours	Day	4	\$ 1,200.00	\$ 4,800.00		
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -		
	Banquet Hall - Rental Period is 8 Hours	Day	4	\$ 1,800.00	\$ 7,200.00		
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -		
	Show Barn - Rental Period is 12 Hours	Day	4	\$ 900.00	\$ 3,600.00		
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -		
	Outside Show Barn Equestrian horse Arena	Day	4	\$ 200.00	\$ 800.00		
	All Grounds - Non-Concert Event	Day	4	\$ 1,000.00	\$ 4,000.00		
	Portion of the Grounds - Non-Concert Event	Day		\$ 500.00	\$ -		
	All or Portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -		
	Discount for all facilities rental/multiyear contract	Day	-0.25	\$ 32,800.00	\$ (8,200.00)		
<b>Total Facility Rental Fees</b>					<b>\$ 24,600.00</b>		
Equipment Rental Fees	Tables-Round	Each/Event		\$ 6.00	\$ -		
	Chairs	Each/Event		\$ 1.50	\$ -		
	Picnic Tables	Each/Event		\$ 10.00	\$ -		
	Portable Bleachers	Each		\$ 20.00	\$ -		
	Stalls	Each		\$ 15.00	\$ -		
	Pens	Each		\$ 2.00	\$ -		
	Cattle Ties	Each		\$ 2.00	\$ -		
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -		
	Other	Each		\$ -	\$ -		
	<b>Total Equipment Rental Fees</b>					<b>\$ -</b>	
	Custodial Fees	Luedecke Arena	Day		\$ 600.00	\$ -	
Skyline Club		Day		\$ 200.00	\$ -		
Luedecke Arena including Skyline		Day		\$ 775.00	\$ -		
Luedecke Arena Dressing Rooms		Day		\$ 75.00	\$ -		
Banquet Hall		Day		\$ 200.00	\$ -		
Grounds		Day	4	\$ 260.00	\$ 1,040.00		
Show Barn - One day horse show event		Day		\$ 200.00	\$ -		
Show Barn - Two days horse show event		2-Day		\$ 250.00	\$ -		
Show Barn - Three days horse show event		3-Day		\$ 300.00	\$ -		
Show Barn - All Events Except Horse Show		Day		\$ 200.00	\$ -		
Custodial Services During Event per Custodian		Hour	120	\$ 25.00	\$ 3,000.00		
Stall Cleaning		Each		\$ 5.00	\$ -		
<b>Total Custodial Fees</b>						<b>\$ 4,240.00</b>	
Other Fees	HVAC - Luedecke Arena	Hour		\$ 125.00	\$ -		
	Forklift - with Driver	Hour		\$ 35.00	\$ -		
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -		
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -		
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -		
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -		
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -		
	Water Connection	Each		\$ 30.00	\$ -		
	Other	Each		\$ -	\$ -		
	<b>Total Other Fees</b>					<b>\$ -</b>	
	<b>ORIGINAL CONTRACT SUM</b>					<b>\$ 28,840.00</b>	
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	Facilities	20%	\$ 5,768.00			
BALANCE	To Be Adjusted for Additional Services, if Applicable	2	80%	\$ 23,072.00			
DAMAGES DEPOSIT	Refundable = Percent of Facilities Rental		20%	\$ 848.00			
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4		\$ -			
1. Due at the Time the License Agreement is Signed by the Licensee 2. Due 30 Days Prior to Commencement of the Event 3. Due One Day Prior to Commencement of the Event 4. Due upon Event Conclusion							

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Exhibit "B"

RATE SCHEDULE

<b>A</b>	<b>Luedecke Arena</b>
	<b>Facility Rental Fees:</b>
1	\$3,000 per day – Rental Period is 16 hours
2	\$100 per each additional hour
3	Dressing Room is \$100 per day
4	Damages Deposit is \$600 per Event
	<b>Facility Equipment/Services Charges:</b>
5	HVAC: \$125 per hour (Event Duration Plus 2 hours)
	<b>Custodial Fees:</b>
6	Luedecke Arena Custodial Fee is \$600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is \$775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is \$75 per day
<b>B</b>	<b>Skyline Club (350 Maximum Occupancy)</b>
	<b>Facility Rental Fees:</b>
1	\$1,200 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$240 per Event
	<b>Facility Equipment/Services Charges:</b>
4	Chairs and Tables included in base price
	<b>Custodial Fees:</b>
5	Skyline Club Custodial Fee is \$200 per day
<b>C</b>	<b>Banquet Hall (1,000 Maximum Occupancy)</b>
	<b>Facility Rental Fees:</b>
1	\$1,800 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$360
	<b>Facility Equipment/Services Charges:</b>
4	Table is \$6.00 per each, per event
5	Chair is \$1.50 per each, per event
	<b>Custodial Fees:</b>
6	Banquet Hall Custodial Fee is \$200 per day
<b>D</b>	<b>Show Barn</b>
	<b>Facility Rental Fees:</b>
1	\$900 per day – Rental Period is 12 hours
2	\$50 for each additional hour
3	Damages Deposit is \$180
	<b>Facility Equipment/Services Charges:</b>
4	Stall is \$15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)

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5	Pen is \$2.00 per head per day
6	Cattle tie is \$2.00 per head per day
	<b>Custodial Fees:</b>
7	One-Day Horse Show Event = \$200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = \$250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = \$300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = \$200 per day
11	Stall Cleaning = \$5.00 per each
	<b>Outside Show Barn Facility Rental Fees:</b>
12	Equestrian Show Barn Arena Fee is \$200 per day (includes indoor warm-up arenas)
<b>E</b>	<b>Grounds</b>
	<b>Facility Rental Fees:</b>
1	All Grounds, Non-Concert Event is \$1,000 per day
2	Portion of the Grounds, Non-Concert Event is \$500 per day
3	All or Portion of the Grounds, Concert Event is \$2,000 per day
	<b>Facility Equipment/Services Charges:</b>
4	Parking Surcharge: one-third of parking charges collected by Licensee
	<b>Custodial Fees:</b>
5	Grounds Custodial Fee is \$260 per day
<b>F</b>	<b>Additional Equipment and Services Charges</b>
1	Table is \$6.00 per each, per event
2	Chair is \$1.50 per each, per event
3	Picnic table is \$10.00 per each, per event
4	Portable bleacher is \$20 per each, per day
5	Forklift is \$35 per hour with driver (one-hour minimum)
6	Moving and Placing Dirt work is \$200 per hour
7	RV parking without hook-ups: \$20 per night
8	RV parking with hook-ups: \$35 per night
9	Electrical Hook-Ups is \$20 for 110-V duplex outlet per each connection (one-time charge)
10	Electrical Hook-Ups is \$25 for 220-V duplex outlet per each connection (one-time charge)
11	Water connection is \$30 per each connection (one-time charge)
12	Custodial Services during any events is \$25 per hour per person
<b>G</b>	<b>Special Consideration</b>
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts

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**Exhibit "C"**

**INSURANCE COVERAGE REQUIREMENTS**

**11.1 LICENSEE LIABILITY INSURANCE**

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 - If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;
2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.
5. Independent Licensees Contingent Liability
6. Personal Injury Liability including claims related to employment

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7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
8. Liquor Liability Endorsement
9. Amusement Ride Endorsement

11.1.2 - The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 - Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 - Licensor shall be named as an additional insured on the policies.

## 11.2 LICENSES REQUIRING INSURANCE

11.2.1 - Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of \$250,000 per occurrence with \$500,000 aggregate limits. (Required only if Licensee retains employees).
2. Commercial General Liability Insurance - Minimum Limits:

Leased Facility	Type Of Insurance	Per Occurrence
Banquet Hall	Commercial General/Public Liability	\$1,000,000
Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena and Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Outside Events	General Liability Insurance (see below)	\$1,000,000
Outside Events (Amusement Rides)	General Liability Insurance (see below)	\$10,000,000

\*\*\* Proof of Auto Liability must be presented at time of licensed Event

Providing the above Insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

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**Exhibit "D"**

**Special Terms and Conditions**

**1. CONCESSIONS: FOOD & BEVERAGE CATERING:**

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering  
Phone: 512-929-8305  
Fax: 512-929-8307  
Website: [www.gmcatering.com](http://www.gmcatering.com)  
Email:  
[misty@gmcatering.com](mailto:misty@gmcatering.com) OR  
[sara@gmcatering.com](mailto:sara@gmcatering.com)

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

**2. SECURITY**

LICENSEE shall arrange for security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact

TCSO Off Duty Facilitator  
Josie Matthias  
Phone: 512-854-7271  
[Offduty@co.travis.tx.us](mailto:Offduty@co.travis.tx.us)

**3. CONDITIONS and SPECIAL PROVISIONS**

**PARKING:** LICENSEE will provide parking attendants from Circuit of The Americas for collection of parking and directing parking at Gate 1 each day. The parking fee for parked cars will be \$10.00 per day. LICENSOR will collect the (1/3<sup>rd</sup>) of the total amount collected each day at the Travis County Expo Office.

Dates for 2013, 2014 will be determined for 2013 no later than December 15, and dates for 2014 will be determined no later than December 15, 2013. The dates for F1 in 13 and 14 will be in November, but guaranteed the dates on the agreement.

ALL tables and chairs must be rented from the EXPO Center for the rate shown in Exhibit B. If The event is required to have quantity of chairs that the EXPO does not have, then the Licensee will rent all the

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Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portion that are rented from the Expo center.

LICENSEE will not use tape, nails or tacks of any kind on the Expo Center walls, doors, floors, windows, or ceilings except with prior written consent of the LICENSOR.

LICENSEE shall not post or paint any signs at, on, or about the premises or paint the exterior walls of the building except with the prior written consent of the LICENSOR. LICENSOR shall have the right to remove any sign or signs in order to maintain the premises or to make any repairs or alterations thereto.

LICENSEE will not use the facilities restrooms. The licensee will place portable toilets on the grounds.

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## Item 12.C.

### Public Safety

In conjunction with the Public Safety Advisory Group, CotA and the Travis County Sheriff's Office have negotiated a Law Enforcement Staffing Plan. Under this plan, law enforcement staffing will be coordinated by Travis County Sheriff's Office, will utilize off-duty law enforcement officers and patrol units, and will include:

- Traffic / Parking Support
- Vehicle Inspection
- Perimeter Gate Entry
- Pit / Paddock
- Seating Sections (Permanent and Temporary)
- Roam and Response
- Cash Rooms / Money Transfer Locations
- Dignitary / VIP / Celebrity Escort
- Event and Race Control
- Exhibits, Displays, Autographs Locations
- Hospitality / Reception Areas
- Media Center
- Medical Center
- Box Office Operations
- Undercover Deployment - Counterfeit Tickets, Scalping, Bootleg Merchandise
- Command and Control Administrative Staff
- In-Field Supervision
- Communications Dispatch
- Incident Investigation
- Logistical Support

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Law Enforcement staffing needs will continue to be reviewed and adjusted as the exact event schedule and attendance are established.

**Fire Protection Services**

CotA and Travis County Emergency Services District No. 11 have negotiated a Fire Protection Services Agreement to provide fire protection and suppression services and emergency medical services at the event venue during event hours.

**Emergency Medical Services Department**

Circuit of the Americas and Austin-Travis County Emergency Medical Services Department have negotiated a Emergency Medical Services Agreement to provide medical care and assistance to the public during the event, and shall be the sole provider of ground ambulance patient transport during the event.

Item 12.D.

Agreement Providing Fire Protection Services

**AGREEMENT FOR PROVIDING  
FIRE PROTECTION SERVICES**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

This Agreement for Providing Fire Protection Services ("Agreement"), effective as of May 15, 2012, is by and between Travis County Emergency Services District No. 11 ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code") and Circuit of the Americas, LLC ("COTA"), a Delaware limited liability company.

**WITNESSETH**

**WHEREAS**, the District is a duly organized emergency services district and a political subdivision of the State of Texas, created to protect life and health and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation and authorized to enter into and perform any and all necessary contracts; and

**WHEREAS**, pursuant to Section 775.031 of the H&S Code, the District has the authority to enter into such necessary contracts with others in order to perform the functions of the District and to provide emergency services; and

**WHEREAS**, the District provides fire protection and suppression services, emergency medical services, and other services, as part of its normal operations in carrying out the objects of its creation; and

**WHEREAS**, in connection with the 2012 Formula 1 United States Grand Prix to be held on November 16, 17 and 18, 2012, along with future occurrences of the Formula 1 United States Grand Prix and other motorsports events for which COTA requests the services of the District (collectively, the "Event" or "Events") at the racetrack in Southeast Austin, Texas being built for the Events (the "Event Site"), COTA desires to secure fire protection and suppression services and other services from the District that are in addition to the services the District provides as part of its normal operations; and

**WHEREAS**, the District, through its Board of Emergency Services Commissioners, has determined that providing the additional fire protection and suppression services and other services to COTA in connection with the Events would benefit the general public, by, among other things, protecting the health and safety of the participants and spectators at the Events and the other residents and property owners within the District; and

**WHEREAS**, the District currently owns facilities and equipment and has the requisite personnel, paid and/or volunteer (together, the "Staff") and the ability to secure any additional equipment or Staff necessary to provide the additional fire protection and suppression services

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and other services, and is willing and able to provide such services to COTA under the terms and for the consideration hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the others as follows:

**ARTICLE I.**  
**REPRESENTATIONS AND WARRANTIES**

**Section 1.01 District's Representations, Warranties, and Findings.** The District represents, warrants, and finds that:

(a) The District is a duly constituted political subdivision of the State of Texas created and operating pursuant to the H & S Code, and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

(b) The District is currently a provider of fire protection and suppression services, first responder emergency medical services and other services within the boundaries of the District as part of its normal operations in carrying out the objects of its creation.

(c) The District is familiar with, or agrees that prior to an Event it will take action to become familiar with, the Event Site

**Section 1.02 COTA's Representations and Warranties.**

(a) COTA is a corporation duly incorporated and validly existing and in a good standing under the laws of the State of Delaware, and is registered to do business and is in good standing under the laws of the State of Texas, and is not in violation of any of the provisions of its Certificate of Formation, its limited liability company agreement, or any laws of the States of Delaware or Texas relevant to the transactions contemplated hereby.

(b) COTA has full corporate power and authority to execute and deliver this Agreement, and has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(c) Neither the execution or the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms or conditions of this Agreement, conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which COTA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

**Section 1.03 Duties and Responsibilities of District**

(a) The District agrees that, in connection with an Event, the District will provide certain fire protection and suppression services and other services, in accordance with the terms of this Agreement, which services are in addition to the services provided by the District in its normal operations.

(b) It shall be the duty, and responsibility of District to utilize only responsible, competent and well-trained Staff at an Event. All Staff working at an Event shall have any necessary training or qualifications to perform their job functions as anticipated by this Agreement.

(c) District shall at all times during an Event conduct its activities in accordance with all current statutes, rules and regulations of any and all governmental authorities.

(d) District agrees to obtain all necessary licenses, permits, and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of the services required under the terms of this Agreement.

## ARTICLE II SERVICE TO BE PROVIDED

### Section 2.01 General.

(a) In connection with an Event, and in addition to the services provided by the District as part of its normal operations, the District agrees to provide to COTA certain fire protection and suppression services, including any necessary pre-Event training as determined by the District in its sole discretion. (All services to be provided by the District to COTA in connection with an Event will be hereafter collectively referred to as the "Emergency Services.")

(b) The Emergency Services will be provided in two components, as follows:

(1) *Track Safety* – In connection with the safety of individuals participating in an Event, in whatever capacity, or present on or near the race track during an Event ("Track Safety"), District will provide the types and numbers of staff and apparatus designated on the map and spreadsheet entitled, "Track Safety Equipment & Staffing 2012," attached hereto as Exhibit "A," during the hours and at the locations specified on Exhibit "A."

(2) *Public Safety* – In connection with the safety of the spectators and others present but not participating in an Event at the Event Site ("Public Safety"), District will provide the types and numbers of staff and apparatus designated on the map and spreadsheet entitled, "Public Safety Equipment & Staffing 2012" attached hereto as Exhibit "B" during the hours and at the locations specified on said Exhibit "B."

COTA shall have the right to request changes to the numbers of staff and equipment designated on Exhibit "A" or Exhibit "B", subject to District's consent to such changes, which shall not be unreasonably withheld.

### Section 2.02 Staff Requirements.

(a) Certification: District shall ensure that all personnel assigned to an Event under this agreement meet the requirements for a basic level firefighter and are duly certified by the

Texas Commission on Fire Protection. Further, the District shall ensure that all personnel assigned to an Event under this agreement meet the requirements for Basic Emergency Medical Technician and are duly certified by the Texas Department of State Health Service.

(b) Identification. District shall issue visible credentials for all Staff assigned to an Event under this agreement. The manner in which credentials will be worn / displayed will be at the discretion of the District.

(c) Personnel: All Staff shall:

- (1) Be in good standing with their primary employer.
- (2) Report directly to their fire department supervisor.

(d) Command and Control: Staff assigned to Track Safety will operate under the direction of track personnel related to the general strategies for mitigation of emergencies on the track. All tactical operations will be at the discretion of Staff and in line with any pre-event training provided by the track. All Public Safety incidents on the premises and unrelated to a track emergency shall be handled using the District's standard operating guidelines. The District shall assign a liaison (Battalion Chief) during an Event to coordinate operations between District personnel and COTA.

(e) Removal from Service. COTA may request the removal of District personnel who have failed to perform the Emergency Services as required by this agreement. COTA may also request the removal of District personnel who are reasonably determined to be disruptive or unable to work with others. In the event of any request for removal under this Section 2.02(e), the District shall remove such personnel as soon as is reasonably practical, provided that the District liaison is provided the opportunity to resolve the matter first.

(f) Reporting. District shall notify COTA promptly when it becomes aware that any Staff fails to meet the qualifications for the position listed in Section 2.02.

(g) Accidents and Injuries to Staff. District shall be solely responsible for any Event or Event-related accidents or injuries suffered by Staff, regardless of the cause of such accidents or injuries, except to the extent such accidents or injuries are caused by the negligence or willful misconduct of COTA.

### ARTICLE III.

#### CONSIDERATION; PAYMENT; NOTICE OF FUTURE EVENTS

##### Section 3.01 Amount of Consideration

(a) COTA agrees to pay the District for the Emergency Services in accordance with the following compensation schedule:

- (1) Equipment -- \$100 per unit (brush truck or engine), per hour present at the Event Site

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- (2) Duty—\$30 per Staff, per hour on duty
- (3) Pre-Event Training—\$30 per Staff, per hour of training
- (4) Planning—\$50 per hour of pre-Event planning

(5) Logistics Support—\$ 26.00 per staff hour with a not-to-exceed amount of up to \$12,000 per Event, provided that the not-to-exceed amount shall be negotiated and agreed upon by the parties prior to each Event. If the parties are unable to agree upon the fee for Logistics Support for an Event at least two (2) weeks prior to the proposed date of the Event, District may decline to participate in or provide Emergency Services at that particular Event.

(b) COTA will be responsible for paying the District for the *actual hours* expended in each category above at the designated hourly rate. The District *estimates* that for the Event to be held on November 16, 17 and 18, 2012 (the "November 2012 Event"), it will expend the following number of hours per category as follows (as set forth in greater detail on Exhibit "C" attached hereto):

- (1) Equipment—6 units per day/10 hours per day/\$100 per hour/3 days =  
\$18,000
- (2) Duty—50 Staff/10 hours per day/\$30 per hour/3 days = \$45,000
- (3) Planning—40 hours/\$50 per hour = \$2,000
- (4) Logistics Support— not-to-exceed amount of \$12,000

COTA shall have the right to make changes to the numbers of staff and equipment designated on Exhibit "C", subject to District's consent to such changes, which shall not be unreasonably withheld.

(c) Notwithstanding anything to the contrary in this Agreement, all fees described in this Agreement (including without limitation those described in 3.01(a) and 3.01(b) shall not be increased during the Initial Term (as defined in Section 6.03(a)). Subsequent increases must be agreed to in writing.

#### Section 3.02 Payment.

(a) COTA will pay to the District, no later sixty (60) days prior to the date of the start of an Event, the total amount of costs described on Exhibit "C" (as the same may be amended by the mutual agreement of the parties before such date), representing the *total estimated cost* to COTA for the Emergency Services.

(b) No later than thirty (30) days following the conclusion of an Event, the District will furnish COTA with an accounting of the actual hours expended in each category above, stating the total compensation due for the Emergency Services (the "Statement"). If the amount due is greater than the amount paid by COTA pursuant to Section 3.01(a), COTA shall make

payment to the District in the amount of the excess within fifteen (15) days of the date of the Statement. If the amount due is less than the amount paid by COTA pursuant to Section 3.01(a), the District shall provide reimbursement to COTA for the difference within fifteen (15) days of the date of the Statement.

**Section 3.03 Notice of Future Events.**

(a) Major Events. For all "Major Events," meaning an Event at which COTA expects the attendance of at least Forty Thousand (40,000) spectators, COTA shall provide notice to District of the Major Event as soon as reasonably practical after executing a written contract with respect to COTA's hosting of the Major Event. Verbal notice is acceptable. The term "Event" shall be deemed to include "Major Event" for all purposes hereunder.

(b) Other Events. For all Events other than Major Events, if COTA reasonably expects that the provision of Emergency Services at the Event will require ten (10) or more Staff, COTA shall provide notice of the Event to District at least three (3) months in advance. If COTA reasonably expects that the provision of Emergency Services at the Event will require less than ten (10) Staff, COTA shall provide notice of the Event to District at least two (2) weeks in advance.

(c) District Obligation to Provide Services. Provided that COTA has satisfied its notice obligations with respect to an Event under this Section 3.03, District shall use its best efforts to locate and mobilize sufficient Staff and other resources to provide Emergency Services at such Event in accordance with the terms of this Agreement.

(d) Failure to Provide Notice. If COTA fails to provide such notice timely as is required under this Section 3.03, District may decline to participate in or provide Emergency Services at that particular Event.

**ARTICLE IV.  
INSURANCE**

**Section 4.01 Insurance of District.**

(a) District shall insure all of the equipment and property reasonably required to provide the Emergency Services hereunder or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated.

(b) District is a political subdivision of the State of Texas, and at all times during the term of this Agreement, shall maintain adequate Worker's Compensation and Employer's Liability insurance with respect to all Staff, as well as any other insurance it deems necessary to insure against any risks to Staff, including without limitation any Event or Event-related accidents or injuries.

(c) Should a civil lawsuit or workers' compensation claim arise, District will adhere to the policy and process indicated in this Section 4.01.

(d) District agrees to name COTA as an additional insured on the insurance policies described in Section 4.01(a) through (c) and that such policies shall contain a waiver of subrogation clause. For purposes of waiver of subrogation, District releases COTA, its affiliates and each of their respective officers, directors, employees, and agents from any claims based on negligence or otherwise, for loss, damage, or injury which occur hereafter and are insured against by District under insurance policies carried by District. The foregoing shall not apply to losses, damages, or injuries that are in excess of policy limits or that are not covered due to a deductible clause in the policy. District shall furnish to COTA copies of the policies of insurance referred to in this Agreement, including the waiver of subrogation endorsement. COTA shall be responsible for any increased costs to the District resulting from its compliance with the requirements set forth in this Section 4.01(d) above and beyond its normal insurance premiums.

Section 4.02 Insurance of COTA. COTA shall maintain such insurance that it deems sufficient for the coverage of risks associated with an Event. COTA agrees to name District as an additional insured on any insurance policies that it secures for Events and that such policies shall contain a waiver of subrogation clause. For purposes of waiver of subrogation, COTA releases District, its affiliates and each of their respective officers, directors, employees, and agents from any claims based on negligence or otherwise, for loss, damage, or injury which occur hereafter and are insured against COTA under insurance policies carried by COTA. The foregoing shall not apply to losses, damages, or injuries that are in excess of policy limits or that are not covered due to a deductible clause in the policy. COTA shall furnish to District copies of the policies of insurance referred to in this Agreement, including the waiver of subrogation endorsement.

#### ARTICLE V.

##### ASSIGNMENT AND MODIFICATION

Section 5.01 This Agreement shall not be assignable by either party, in whole or in part, without obtaining the prior written consent of the other party. Further, this Agreement may be modified only on the prior written consent of both parties.

#### ARTICLE VI.

##### MISCELLANEOUS

Section 6.01 No Waiver of Sovereign Immunity. The parties expressly agree that no provision of this Agreement waives, or is intended to be a waiver of, (a) any immunities from suit or liability that the District may have by operation of law or (b) any exceptions to such immunities, including without limitation the provisions of the Texas Tort Claims Act.

Section 6.02 Independent Contractor. Nothing in this Agreement shall be construed to make either party the partner or joint venturer of or with the other party. Notwithstanding anything in this Agreement to the contrary, in the performance of all obligations undertaken by District under this Agreement, District and all of its Staff or agents shall be independent contractors with the right to supervise, manage, control, and direct the performance of the Emergency Services required under this Agreement. COTA shall look to the District for results only and shall not direct or oversee the District or its agents, members, employees or volunteers in the delivery of the Emergency Services, or the manner, means, or methods by which the Emergency Services

are performed or the manner in which District conducts its internal operations. The District and its Staff shall at all times have the sole authority to control the details of the work in providing the services required under the terms of this Agreement.

**Section 6.03 Term of Agreement**

(a) This Agreement shall be effective for an initial term of thirty-six (36) months, beginning on September 1, 2012 and ending on September 1, 2015 unless sooner terminated in accordance with the terms hereof (the "Initial Term"). Following the conclusion of the Initial Term, this Agreement automatically shall be extended for successive one-year terms (each a "Renewal Term," and together with the Initial Term, the "Term") unless either party provides written notice to the other party at least one hundred twenty (120) days prior to the then-scheduled end of the Term terminating this Agreement effective as of the then-scheduled end of the Term. This agreement is subject to annual appropriation of the funds necessary for performance by the District in its sole discretion and may be terminated by the District in accordance with Section 6.05 if it does not appropriate sufficient funds or does not receive funds from its tax levies in amounts sufficient to allow compliance with this Agreement in any given fiscal year.

(b) Future instances of the Events shall be included in the defined term "Event" for all purposes under this Agreement.

(c) Following termination of the Agreement, the parties shall have no further obligations to one another, except for (1) obligations to pay amounts for Emergency Services prior to the date of such termination and (2) confidentiality obligations pursuant to Section 6.13.

**Section 6.04 Immediate Termination by COTA**. Notwithstanding anything herein to the contrary, COTA may terminate this Agreement immediately upon any of the following events:

(a) Upon the closure of the Event Site;

(b) Upon the occurrence of a Force Majeure Event that results in the cancellation of an Event;

(c) Upon District's general assignment for the benefit of creditors, District's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against District if the same are not dismissed within forty-five (45) days of service; or

(d) Upon District's failure to maintain continuous insurance coverage required to be maintained by District under Section 4.01.

**Section 6.05 Immediate Termination by District**. Notwithstanding anything herein to the contrary, District may terminate this Agreement immediately upon written notice to COTA following the occurrence of either (a) annexation of any portion of the Event Site by the City of Austin or (b) non-appropriation of funds by the District required for performance of this Agreement during any given fiscal year.

**Section 6.06 Force Majeure.** Either party shall be relieved of its obligations under and may terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking this **Section 6.06**, including by way of illustration, but not by way of limitation, Acts of God, Government restrictions, wars, insurrections strikes, lockouts or other labor disputes, civil strife, terrorist attack, casualty, earthquake, heavy rains, flood, fire, and/or any other cause beyond the reasonable control of the party whose performance is affected (in each case, a "Force Majeure Event"), and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party. In the event of a cancellation by either party due to a Force Majeure Event, neither party will be liable for damages including, but not limited to cancellation fees or penalties agreed to by both parties.

**Section 6.07 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, hand delivery, or sent by facsimiles addressed as follows:

If to District, at: President  
Travis County Emergency Services District No. 11  
9019 Elroy Road  
Del Valle, Texas 78617  
Facsimile: (512) 243-1950

With a copy to: John J. Carlton  
The Carlton Law Firm, P.L.L.C.  
2705 Bee Cave Road, Suite 110  
Austin, Texas 78746  
Facsimile: (512) 900-2855

If to COTA, at: Steve Sexton  
Circuit of the Americas, LLC  
301 Congress Avenue, Suite 220  
Austin, Texas 78701  
Facsimile: (512) 394-3851

With a copy to: Melissa Sykes  
McGinnis, Lochridge & Kilgore, LLP  
600 Congress Avenue, Suite 2100  
Austin, Texas 78701  
Facsimile: (512) 505-6329

District or COTA may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

**Section 6.08 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon District and COTA.

**Section 6.09 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provisions automatically shall be replaced by other provisions that are valid and enforceable and that are as similar as possible in term and intent to those provisions deemed to be invalid or unenforceable.

**Section 6.10 Execution and Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 6.11 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

**Section 6.12 Mediation.** The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be submitted to mediation administered by the American Arbitration Association (or another mutually acceptable mediator) in accordance with such rules as may be provided by the mediator mutually agreeable to the parties. Conclusions reached during such mediation shall be non-binding on the parties and shall be kept confidential by the parties to the greatest extent possible. No disclosure of the mediation proceeding shall be made by the parties except as required by the law or as necessary or appropriate to effectuate the terms thereof. This Section 6.12 shall not prevent either party from electing to terminate this Agreement in accordance with its termination provisions or from pursuing all available legal remedies.

**Section 6.13 Confidentiality.** District and COTA acknowledge that in connection with the performance of the Services under this Agreement, District, COTA, and their respective employees, contractors and agents may acquire and make use of certain trade secrets and confidential information of the other which may include management reports, business or financial information, internal memoranda, reports, patient and customer lists, confidential technology, and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, in order to protect such Confidential Information, District and COTA agree that they and their respective employees, contractors and agents shall not after the Effective Date of this Agreement use or disclose the other party's Confidential Information except as required in connection with the performance of Emergency Services pursuant to this Agreement. Upon termination of this Agreement, neither District nor COTA will take or retain, without prior written authorization from the other, any Confidential Information of any kind belonging to the other party.

**Section 6.14 Patient Information.** The parties to this Agreement do not contemplate the exchange of protected health information (PHI), as defined by the Health Information Privacy and Accountability Act (HIPAA); provided however that in the event that PHI is exchanged between the parties, District and COTA agree to enter into a HIPAA Business Associate Agreement pursuant to HIPAA.

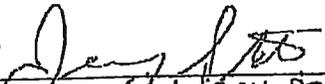
**Section 6.15 Attorneys' Fees.** In the event that either COTA or District institutes any action, suit, mediation or other proceeding to enforce the provisions of this Agreement, the prevailing party shall recover costs and reasonable attorney's fees incurred.

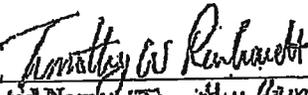
**Section 6.16 Governing Law and Venue.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas. This Agreement is fully performable and enforceable in Travis County, Texas, wherein venue hereunder shall lie.

IN WITNESS WHEREOF the District and COTA have caused this Agreement to be executed on this 1st of May, 2012.

ATTEST:

TRAVIS COUNTY EMERGENCY

By:   
Printed Name: JERRY STATON  
Title: Board Secretary

By:   
Printed Name: Timothy Reinhart  
Title: Board President

ATTEST:

CIRCUIT OF THE AMERICAS, LLC

By:   
Printed Name: P. Steve Sexton  
Title: V.P. Motorport operations

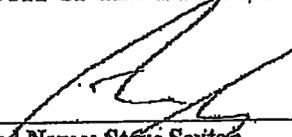
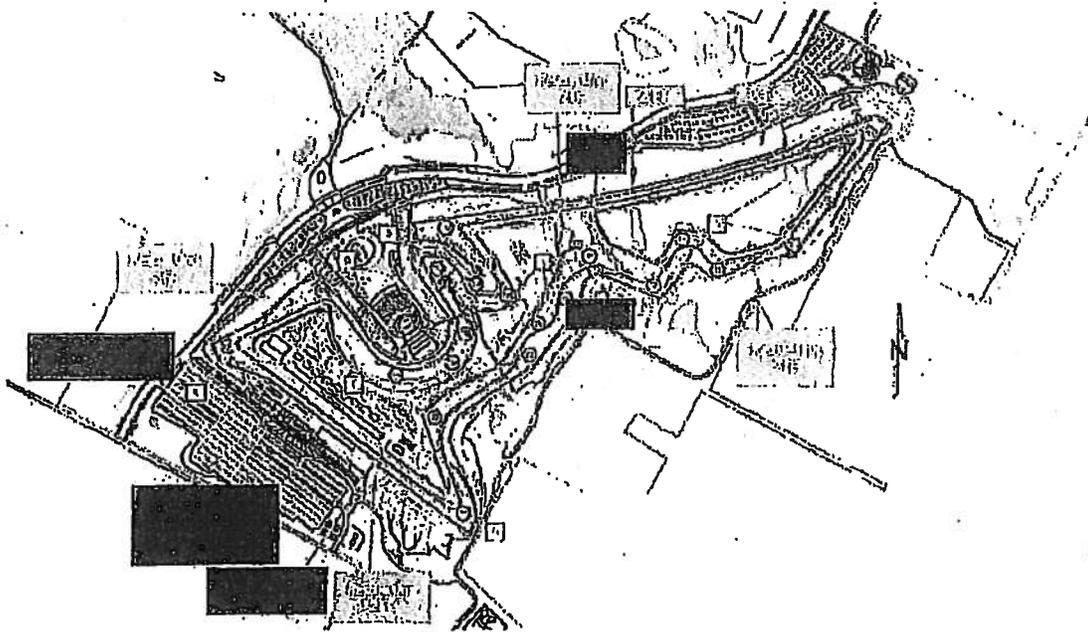
By:   
Printed Name: Steve Sexton  
Title: President

EXHIBIT "A"

## Track Safety Equipment & Staffing 2012



## Track Safety Equipment & Staffing 2012

<b>Apparatus</b> (4) Rescues to be supplied by COTA	<b>Staffing</b> Rescue: 8 Firefighter / EMT's Ground Crew: 4 Firefighter / EMT's  Total: 12 Firefighter / EMT's
---	--

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## Item 13

### Medical and Nursing Care

#### **Medical Staff:**

Circuit of the Americas has hired a Director of Medical Services, Dr. Steve Olvey, who will oversee medical and nursing operations at the event. Olvey is currently an associate professor in the Department of Neurological Surgery at the University of Miami and a founding Fellow of the FIA Institute for Motor Sports Safety of the FIA. He was one of the four founding members of the ICMS and is also a member of the American College of Sports Medicine Motor Sports Safety Task Force.

(Olvey has worked with the top physicians in motor sports, including longtime colleague, Indianapolis orthopedic spine surgeon Terry Trammell, M.D. Henry Bock, M.D., a pioneer in emergency medicine, FIA Institute President Sid Watkins, and Hugh Scully, M.D. For 25 years, from 1978 to 2003, Olvey was director of Medical Affairs for the Champ Car series in the US. He is the author of Rapid Response, an autobiography of his career in motor sports medicine.)

#### **Medical Facility:**

Medical facilities will be provided on-site at the event venue and will include a Medical Center, 5,000 sq. ft. in size, with two dedicated emergency helicopter landing pads, 6 beds (2 of which are ICU beds), a doctor's office, a minor treatment area, an EKG machine, 2 resuscitation rooms, a fully-equipped x-ray room, a covered drive-up ambulance bay, a burn shower area, a triage area, a waiting room, a doping control room, and men's and women's locker rooms.

#### **First Aid:**

First aid locations throughout the site in addition to permanent medical operated by Seton Family of Hospitals.

#### **Air Medical Coverage:**

Circuit of the Americas and Travis County have entered into an Air Medical Coverage Agreement under which Travis County will station an aircraft and one response team consisting of a pilot and two paramedics at the event venue during agreed-upon hours during the event weekend. In addition, Travis County will provide a stand-by aircraft and response team in a location not more than 10 minutes response time from the event venue which aircraft and team will be moved to the event venue if StarFlight leaves the event venue to transport a patient.

#### **Emergency Medical Services:**

Circuit of the Americas and Austin-Travis County Emergency Medical Services Department have negotiated an Emergency Medical Services Agreement for Austin-Travis County Emergency Medical

Services to provide medical care and assistance to the public during the event and shall be the sole provider of ground ambulance patient transport during the event.

**Fire Protection Services:**

Circuit of the Americas and Travis County Emergency Services District No. 11 have entered into an agreement for TCESD #11 to provide fire suppression equipment and personnel duly certified by the Texas Commission on Fire Protection to meet the requirements for a basic level firefighter and basic Emergency Medical Technician (EMT).

Item 14

Supervision of Minors at Event

The event promoter and performer expect that minors will be supervised closely by their parents, guardians or adult escorts while attending the event and while on event grounds.

With regard to liquor sales, all liquor service will be by licensed TABC servers trained to verify legal drinking age and to serve only when identification has been presented.

Public Notice

Austin Statesman:	May 22 <sup>nd</sup> , 2012
Public Notice Signage at site - Small:	May 18 <sup>nd</sup> , 2012
Public Notice Signage at site – Large:	May 24 <sup>th</sup> , 2012
Austin Chronicle:	May 25 <sup>th</sup> , 2012
Community Impact Newspaper:	May 25 – June 21, 2012
Ahora Si:	May 24 <sup>th</sup> , 2012
Channel 17:	May 22 <sup>nd</sup> , 2012

Bl Black, 11 & Blue Marie, \$400.  
512-247-4244 www.countrymunchies.net

SHETLAND SHEEP PUPS AKC (Shetland available 2 P, 1 M, Sable and White Whelped 3/22/12 FURRY TEDDY BEARS WITH LOVING TEMPERAMENTS \$600 512-229-9431

SILVY TERRIER PUPPIES AKC current on year Non-shedding located Liberty Hill 512-270-4187 http://www.walsh-terriers.com Weimaraner AKC Weimaraner puppies 6 weeks old ready for a loving home call for more info 361 762 1321

WHIPPET PUPPIES AKC DOB 4/27/12 \$400-\$500 1 FEMALE & 4 MALES 254-290-0466

WINE FOX TERRIER AKC PUPS Puppies AKC Champ blood Dullies 214-655-7847

YORKIE & MORKIE TOYS & TEACUPS. www.yorkiedollpuppies.com 512-789-7325 Yorkshire Terrier, AKC tiny babydoll face, male \$600+, parents on site, long coat. www.yorkiesaremylife.com 830-456-1679 Yorkshire Terrier, AKC Yorkie pups, 9 wks, show quality, females \$1200 males \$1000. Lee Weddell 512-577-4182

To view online versions of our ads please go to: [www.statenm.com/classifieds](http://www.statenm.com/classifieds)

To place an ad please go to: [www.statenm.com/placead](http://www.statenm.com/placead)

Adding a minimal charge for your pet's adoption is advised to safeguard the animal from being used for breeding purposes and to better equip your pet's good home.

Shih Tzu Adoption Day - Billie point, jinx point, seal point, Adults & kittens (check on availability); fosters also needed. Check website for dates, times, locations of adoption events. [www.shih-tzus.com](http://www.shih-tzus.com)

Perisian & Himalayan kittens - purebred, outcrossing (tail & doll faces), \$300-\$400. 247-4244, [www.countrymunchies.net](http://www.countrymunchies.net) Munchkin kittens - Siamese, Calico & Tricolor Also, Siamese bobtails and more 247-4244, [www.countrymunchies.net](http://www.countrymunchies.net)

VERY FRIENDLY LAP CAT \*\*\* Is neutered male tuxedo, "hope" was de-clawed both front and back, has ID chip implanted and we guess age is 7+. FREE to good, safe, catless home. 589-5075 Old Moving, cannot keep 512-419-9243

RECYCLED ASPHALT FOR RANCH TRAILS, driveways... Call us at reasonable rates. [www.asphaltrecycling.com](http://www.asphaltrecycling.com) Call 512-824-6989

Wantek: Worn out farm & construction equipment. Big old trucks, big plows & trailers. Cash. 512-804-6999

1970 John Deere 450E Dozer - 6-way blade 5320 hrs. Good shape. Runs great. Will make a good 522 5V/OBO Soudur of Elgin. 657-5891 Angus 1960, TX 512-71

ANGUS bull, gentle, fit and thick tatted. Bill Angus, 1960, TX 512-71  
Registered Black Angus/AngusPlus Pat's Breed & Embroidered ChurchHabit

### Rentals

APARTMENTS CENTRAL  
To view online versions of our ads please go to: [www.statenm.com/classifieds](http://www.statenm.com/classifieds)  
To place an ad please go to: [www.statenm.com/placead](http://www.statenm.com/placead)

APARTMENTS NORTH CENTRAL  
Montrose area. Bound Rock-2 brm w/ Garage. Sublet & live. \$900 BOUND, \$1050, 00 mo. Pool, Gym, Spa. [www.statenm.com](http://www.statenm.com) code: W1747

DUPLEXES CENTRAL  
MT. BONNELL, BERTRETT, 3-1, charm, hardwood, porches, views, beautiful setting, quiet deer park. W/D, DW, \$1195. 6/1, 3/77-2992

DUPLEXES SOUTH CENTRAL  
1-1, cov'd patio, big fenced yrd, pet OK 7 min walk to park/pool. \$575. Direct & 1/2 units. 1 person. 448-2130 422-9270

DUPLEXES NORTHWEST  
3/2, cov'd Driv. Spngs, stained concrete floor, tile p/c 2-car gar, high call, find blog, pet OK. Avail 7/1, 971-9512

HOUSES SOUTH CENTRAL  
6606 Bluestone, Austin, TX 78744. 3br-1, 5ba, fully remodeled, \$900/mo. Call 193 346-8252

HOUSES NORTHWEST  
Lepisto Hillside, 3br/2ba, 212, 1650 sq ft, central, pool & park, avail 6/1, 7/1, 408-2722-2458

ROOMMATES  
Secluded location, Map for area locations. 2-Central  
REGENT CENTRAL  
SE-Southwest  
NE-North Central  
NW-Northwest  
NW-Northwest

NE-Live in caregiver, 3/2 home, fenced back yard, CACI, wifi, cable in room, c/frs, W/D, nice kitchen w/ gas stove, Free rent & room & salary. Call Astron 512-598-7974.

NO-3br/2ba & Howard, 78728, Furn hdm, prnt fridge, computer/internet, HBO cable, W/D, Avail, now, \$500 (\$100 credit fee), ABP, No pets. Paul 512-963-7428

NO-3br/2ba & W/Elle Branch, nice clean furnished room in nice 2-story house, internet, W/D, nice neighborhood, no smoke/pets, beautiful pool OK but don't get drunk, avail now, \$450 ABP, \$250 dep. Call Wiley 512-577-8240

NW Looking for neat and quiet roommate for smoke, call Ms Sun 660-309-0999

NW- Room in house at 11202 Stimping Elm TX, Austin, 78750, \$480/mo + 1/2 util.

Application has been made with the Texas Alcoholic Beverage Commission for a General Distributors License, Wholesale Permit, & Private Carriers Permit by Virtuoso Selections LLC. Virtuoso Selections, to be located at 2101 E. St. Elmo Rd. Ste. 340, Austin, Travis County, TX. Brenda Johnson, Owner. [Roddyjohnson@vowner.com](mailto:Roddyjohnson@vowner.com)

NOTICE OF PUBLIC HEARING  
On June 5, 2012, Travis County will hold a public hearing regarding the issuance of a license for a general distributor permit to Virtuoso Selections, LLC (VCSL) and other members of the firm to the United States Grand Prix automobile race, which is scheduled for November 16 through 18, 2012, at the COTA facility adjacent to Farm-to-Market Road 812, McKinney Road, and Elroy Road in Southeast Travis County. Projected attendance is 250,000 persons over the three days of the event. The hearing will be at 9 a.m. at 116 S. St. Austin, Texas. For more information call Steve Austin, County Executive, Transportation and Natural Resources, at 512-824-9492.

REGISTRATION FOR COMPETITIVE BIDDING  
The bids for construction of ASD Project No. P12-0026-ALLAN - Replace/Modify Electrical Branch Panels at Allan ES - 4900 Gonzalez, Austin, TX 78702. 100% Performance and Payment bonds required. If the bid is over \$25,000, 5% bid guaranty required. BIDD DEADLINE: 2:00 p.m. Austin time, on Thursday, June 14, 2012, at ASD Department of Construction Management, HARTL AND BOND CONTRACT, 1717 West 6th St, Ste 310, Austin, TX 78703-4773. Phone: 512-414-8940. Sealed bids will thereafter be publicly opened and the names of the bidders and their bids will be read aloud. Bid instructions, copies of drawings, specifications and contract documents, addenda (if any) and other documents related to this Request for Bids, are available in the Office of the Project Engineer located below for a deposit amount of \$100.00 per set. The deposit will be refunded upon OK but don't get drunk, avail now, \$450 ABP, \$250 dep. Call Wiley 512-577-8240

Legal Notices are published daily in print and online in the Austin American-Statesman which is generally circulated in Burrell, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties.

Deadlines: Legal Notices copy needs to be submitted to our office noon two business days prior to date of publication. Holiday deadlines may differ.

Earlier deadlines for display ads apply. Further details for the Legal Notices desk for further details.

Changes vary depending on day of the week. Please call for rates. All published Legal Notices are placed online at no additional charge on [www.statenm.com/classifieds](http://www.statenm.com/classifieds).

For notices with a legal requirement of publication in a Spanish language newspaper, a product of the Austin American-Statesman, publishes each Thursday.

For any additional information, please call our Legal Notices desk at 512-445-8832 or email to [legals@statesman.com](mailto:legals@statesman.com)

An affidavit of Publication is provided for each Legal Notice.

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit and a Mixed Beverage Late Hours Permit by Aviator Group, Inc. DBA Mavericks, to be located at 1700 Grand Avenue Parkway Blvd, 21 Ste. 240 in Pflugerville (OCD), Travis County, TX Jeffrey K Van Delden, Pres./Sec./Treas.

62012 KenKen Puzzle, LLC [www.kenken.com](http://www.kenken.com)

CHALLENGING

2+	24X	3+	5
2-	5	96X	1-
3+	1-	3	3-
24X	1-	3	2-
7+	6+	3	2-

Trademark Nextto, LLC Dist by Universal Uclick for UFS

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit and a Mixed Beverage Late Hours Permit by Aviator Group, Inc. DBA Mavericks, to be located at 1700 Grand Avenue Parkway Blvd, 21 Ste. 240 in Pflugerville (OCD), Travis County, TX Jeffrey K Van Delden, Pres./Sec./Treas.

Compliance with Senate Bill No. 493, 2013 Cooperative Purchasing Organization is soliciting vendors interested in submitting sealed proposals, for the purchase of any of the following categories of personal property. Paper Specifications #008, Educational Technology #4922

Proposals are due 2:00 p.m., June 14, 2012 at Region 20, Conference Center Business Office, 1314 Hikes Avenue, San Antonio, TX 78208, at which time the proposals will be publicly opened.

Proposals may be viewed at [www.esg20.net](http://www.esg20.net) search Open bids. If you have any questions or need any assistance please call Jim Metzger at (210) 370-5204.

62012 KenKen Puzzle, LLC [www.kenken.com](http://www.kenken.com)

6-22-12

outlined boxes, called cages, combine using the given operation (in any order) to produce the last numbers in the top-left corners.

Freebies: Fill in single-box cages the number in the top-left corner.

5-22-12

PREVIOUS ANSWERS

12X	2-	3+	4
4	3	1	2
3	2	4	1
2	1	3	4
1	4	2	3
5	3	1	4
2	6	1	4
6	5	3	2
3	2	1	4

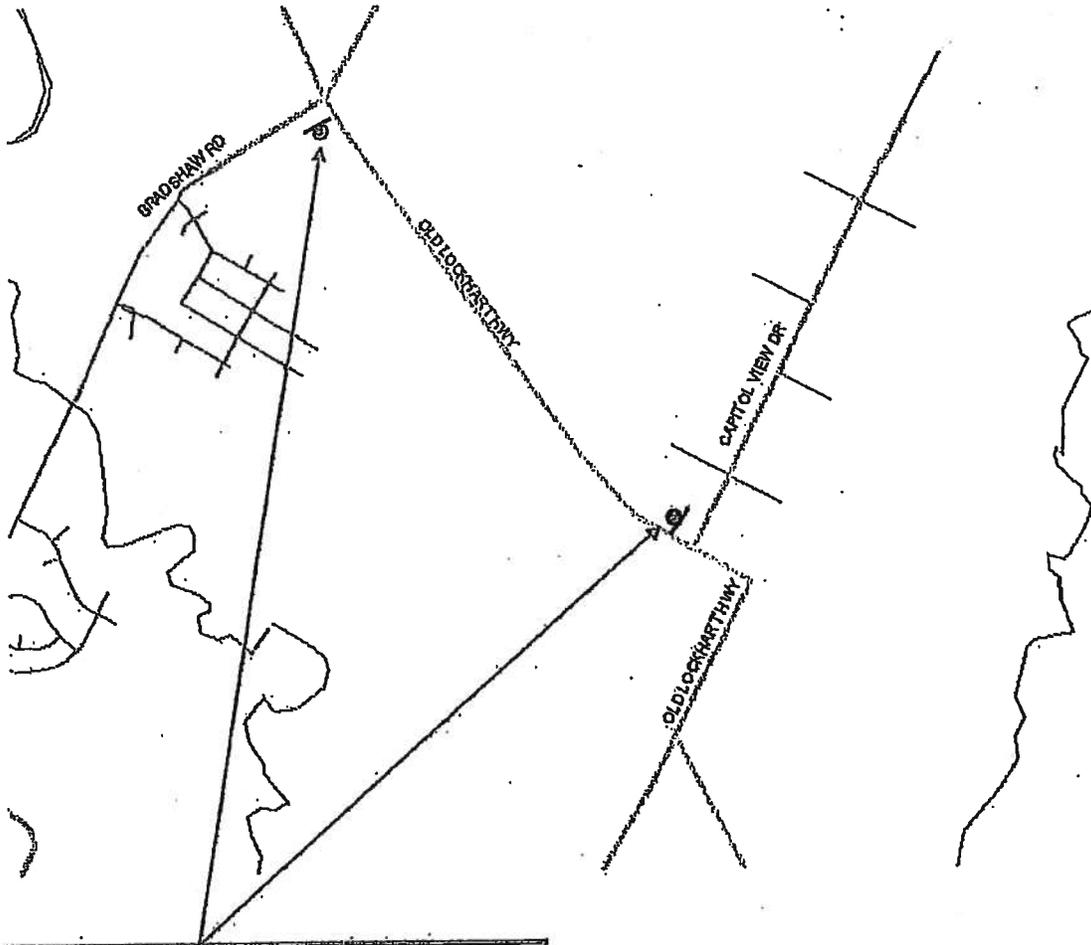
LEGAL NOTICES

Notice of Joint Public Hearing  
The City of Lago Vista City Council and the Planning and Zoning Commission will hold a Joint Public Hearing on June 7, 2012 at 6:30 PM at City Hall, located at 5803 Thunderbird, Lago Vista to receive citizen input on the following:

Notice to Vendors  
accepting proposals for  
Me (5) Rational Self Co  
Centers information on this propo:

LEGAL NOTICES

Notice to Vendors  
accepting proposals for  
Me (5) Rational Self Co  
Centers information on this propo:



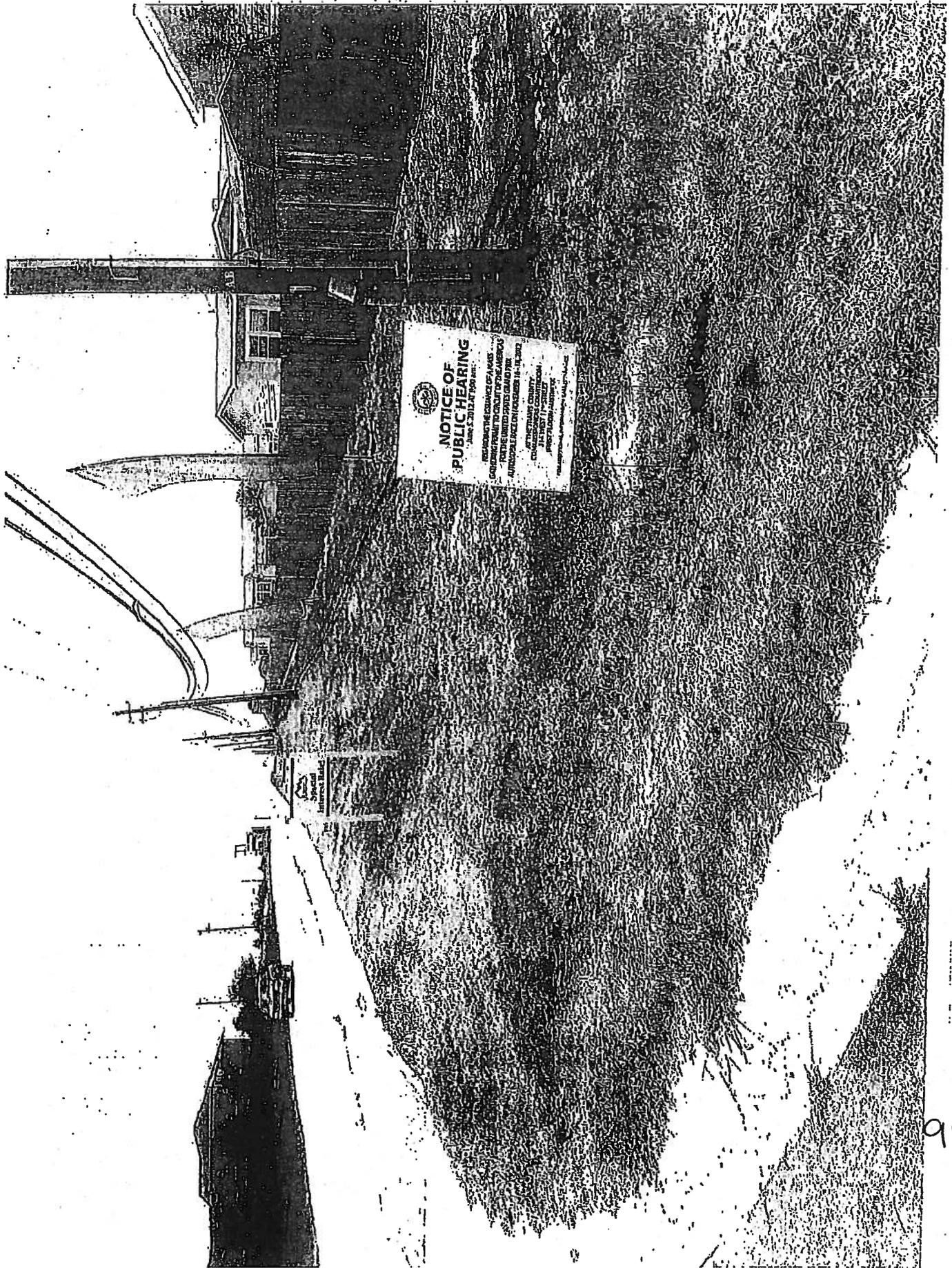
## NOTICE OF PUBLIC HEARING

November 1, 2011 AT 9:00 AM.

CONCERNING THE TEMPORARY  
CLOSURE OF OLD LOCKHART HWY FROM  
NOVEMBER 14, 2011 - JANUARY 13, 2012

AT THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
314 WEST 11<sup>TH</sup> STREET  
(FIRST FLOOR), AUSTIN

FOR ADDITIONAL INFORMATION CALL 854-7580



**NOTICE OF PUBLIC HEARING**  
January 2, 2012 at 6:00 pm  
REGARDING THE CHANGE OF A WAYS  
COURTESY FROM THE COUNTY OF THE AMERICAS  
FOR THE UNITED STATES OF AMERICA  
AT THE LOCATION INDICATED IN THE  
GENERAL ORDER COUNTY  
121 WEST 11th STREET  
P.O. BOX 10000  
DALLAS, TEXAS 75202-0000



**NOTICE OF  
PUBLIC HEARING**

June 5, 2012 AT 9:00 am

REGARDING THE ISSUANCE OF A MASS  
GATHERING PERMIT TO CIRCUIT OF THE AMERICAS  
FOR THE UNITED STATES GRAND PRIX  
AUTOMOBILE RACE ON NOVEMBER 16-18, 2012

AT THE TRAVIS COUNTY  
COMMISSIONERS COUNTRIOOM  
314 WEST 11<sup>TH</sup> STREET  
(FIRST FLOOR) AUSTIN, TX

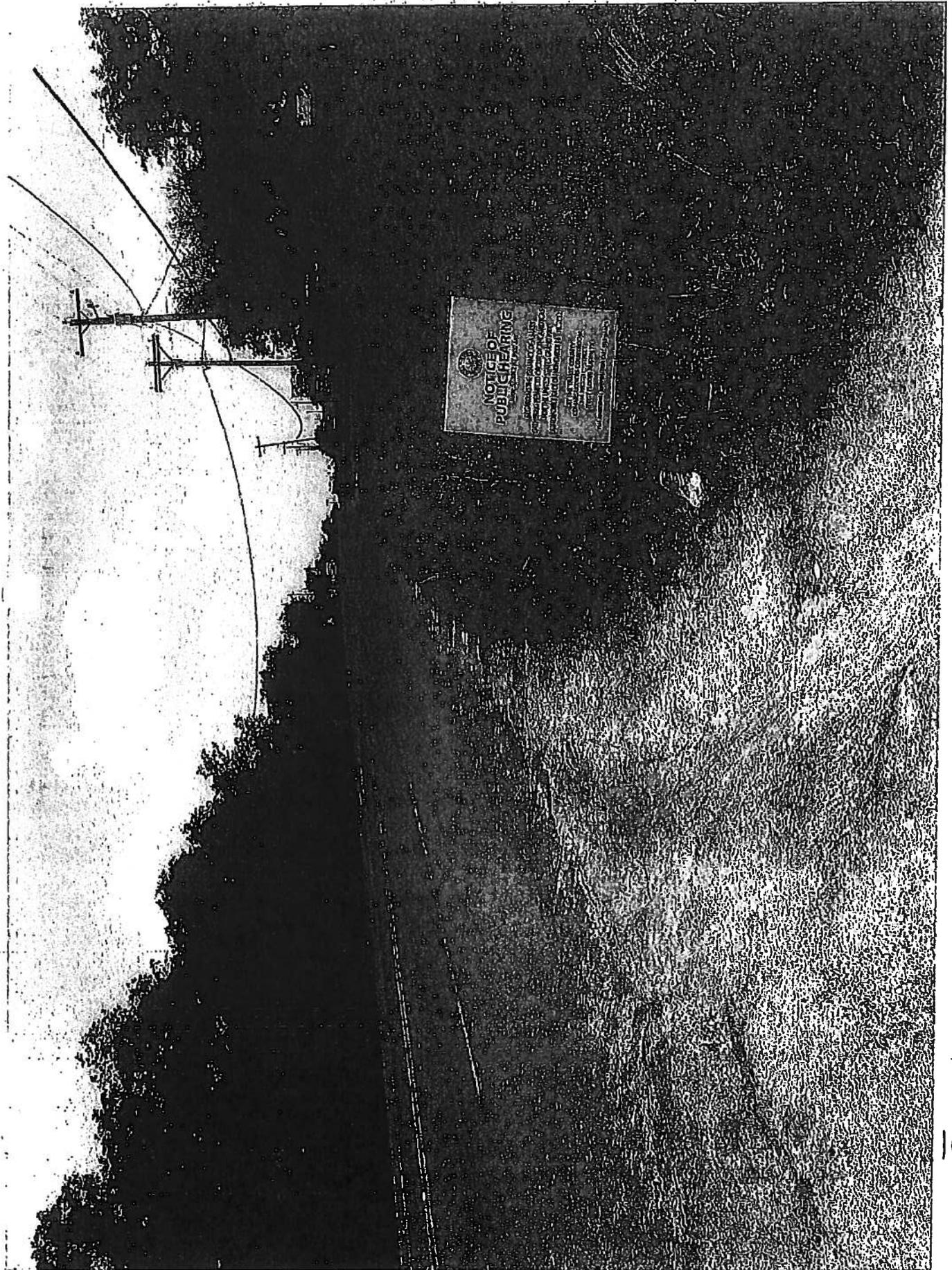
FOR ADDITIONAL INFORMATION CALL (1) (214) 919



**CAUTION  
POWER LINES  
OVERHEAD  
16 FT**

  
**NOTICE OF  
PUBLIC HEARING**  
June 5, 2012 AT 9:00 am  
REGARDING THE ISSUANCE OF A MASS  
GATHERING PERMIT TO CIRCUIT OF THE AMERICAS  
FOR THE UNITED STATES GRAND PRIX  
AUTOMOBILE RACE ON NOVEMBER 16 - 18, 2012  
AT THE TRAVIS COUNTY  
COMMISSIONERS' COURTROOM  
314 WEST 11<sup>th</sup> STREET  
(FIRST FLOOR) AUSTIN, TX  
FOR ADDITIONAL INFORMATION CALL 512-463-3477







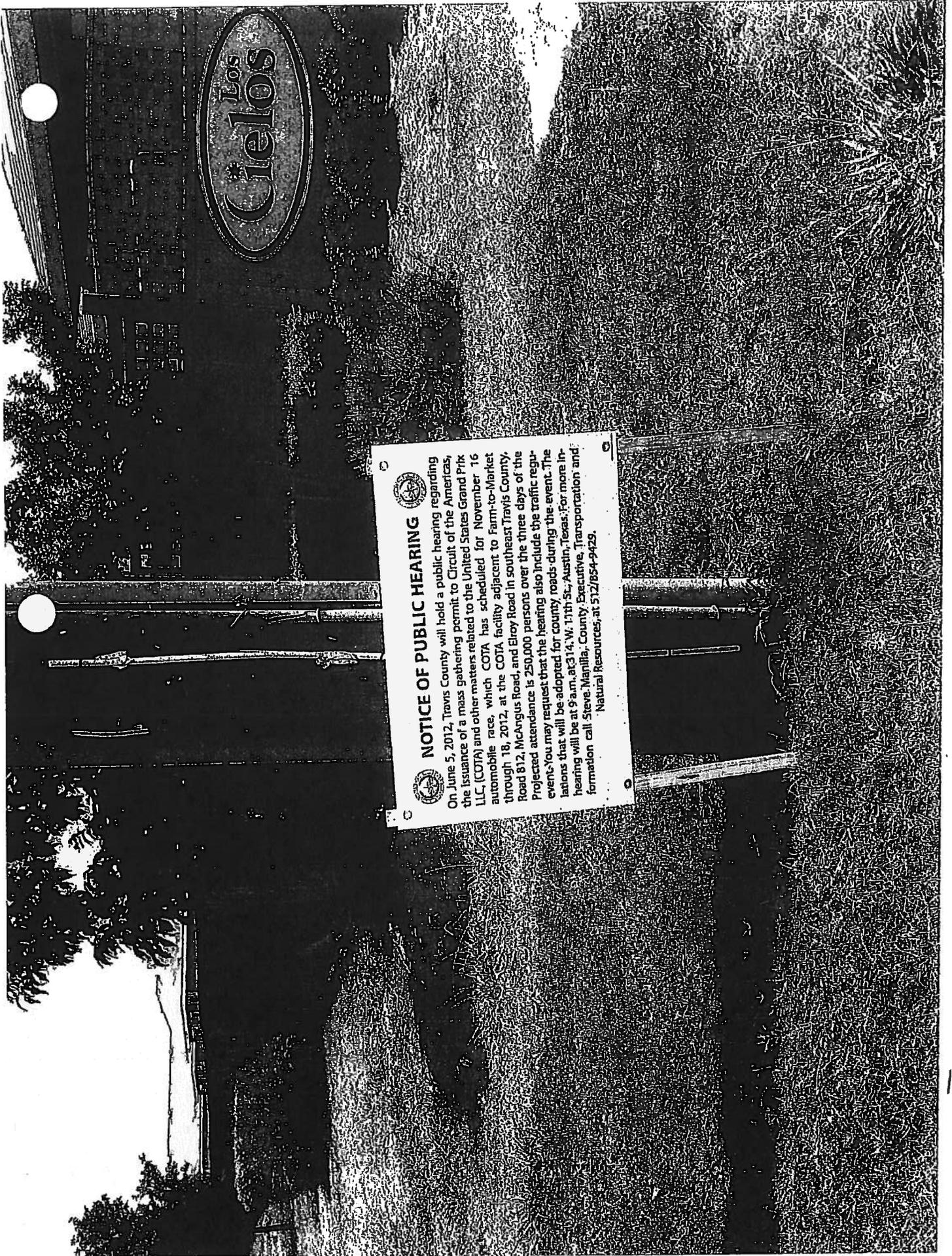
**NOTICE OF PUBLIC HEARING**  
REGARDING THE ESSENTIALS OF THE PROPOSED 4.5433 ACRE PARCEL TO BE ACQUIRED BY THE UNITED STATES AND THE STATE OF TEXAS FOR THE EL PASO COUNTY COURTHOUSE  
4110 S. 20th St  
HOUSTON, TX 77058



### NOTICE OF PUBLIC HEARING

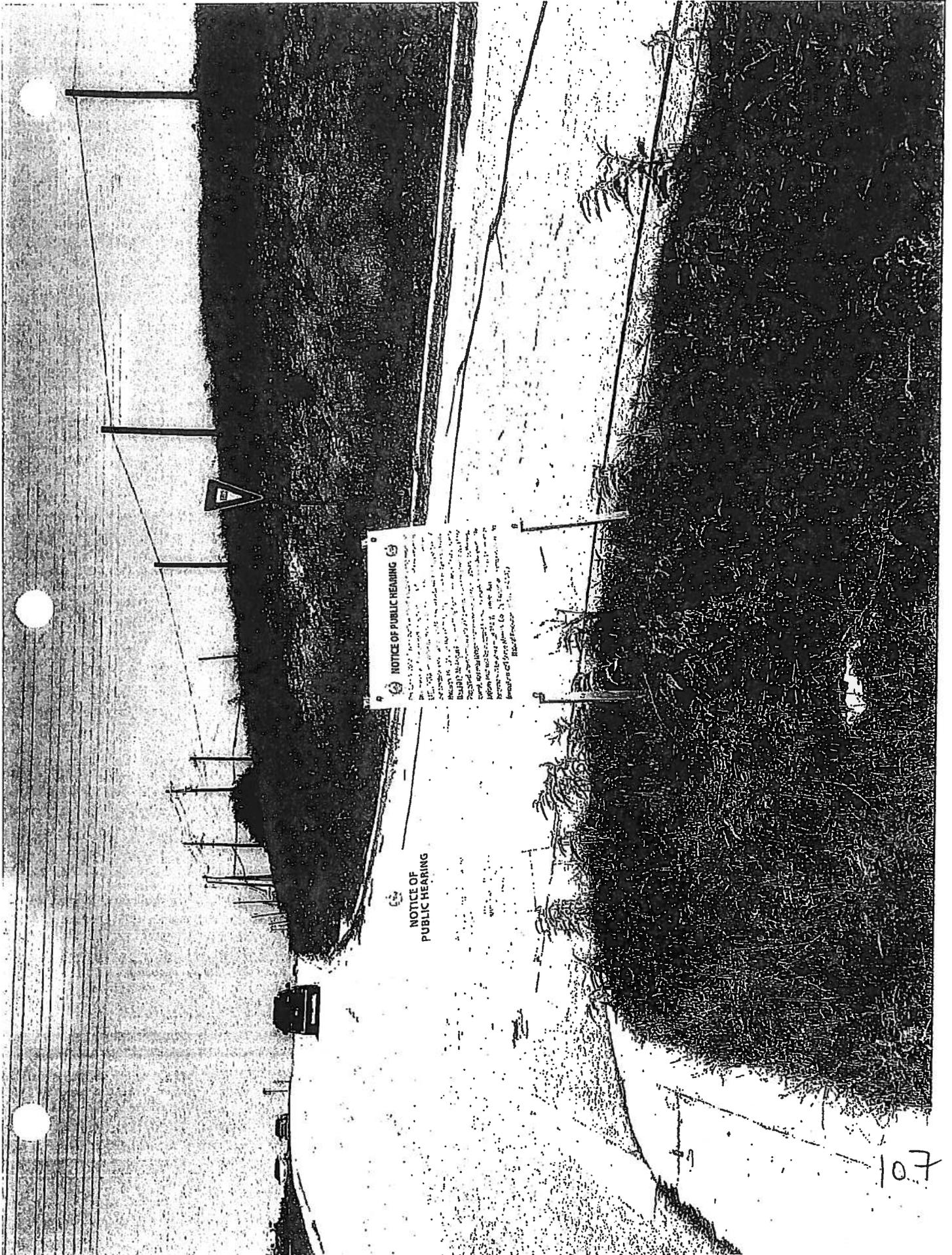


On June 5, 2012, Travis County will hold a public hearing regarding the issuance of a mass gathering permit to Circuit of the Americas, LLC (COTA) and other matters related to the United States Grand Prix automobile race, which COTA has scheduled for November 16 through 18, 2012, at the COTA facility adjacent to Farm-to-Market Road 812, McAngus Road, and Elroy Road in southeast Travis County. Projected attendance is 250,000 persons over the three days of the event. You may request that the hearing also include the traffic regulations that will be adopted for county roads during the event. The hearing will be at 9 a.m. at 314 W. 11th St., Austin, Texas. For more information call Steve Manilla, County Executive, Transportation and Natural Resources, at 512/854-9429.



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### NOTICE OF PUBLIC HEARING

June 5, 2012 AT 9:30 am

REGARDING THE ISSUANCE OF A MASS GATHERING PERMIT TO CIRCUIT OF THE AMERICAS FOR THE UNITED STATES GRAND PRIX AUTOMOBILE RACE ON NOVEMBER 16-18, 2012.

AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM  
314 WEST 11TH STREET  
(FIRST FLOOR) AUSTIN TX

FOR ADDITIONAL INFORMATION CALL 512/854-9629

# el medical school, teaching hospital

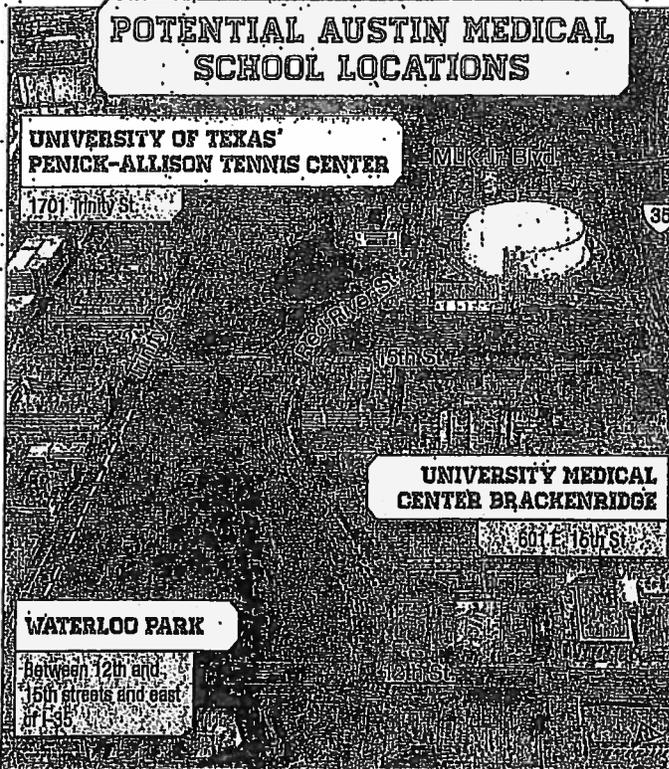
While there is a possibility the teaching hospital at UMCB would be the site of the future medical school, no decision has been made and UT will have the final say on the location.

Whether the medical school is located at UMCB or two separate facilities are built, the major goals of an initiative spearheaded by State Sen. Kirk Watson, D-Austin, centered at improving health care in central Texas within the decade could be met.

"Today's a big day in the history

See Health care | 14

**INITIATIVE**  
Child hospital supported by Ascension Care Family  
260 million to replace outdated University Medical Center Brackenridge pending approval by Ascension Health



State Sen. Kirk Watson, D-Austin, has hinted at possible medical school locations including likely frontrunner University Medical Center Brackenridge, The University of Texas campus and Waterloo Park.

# Travis County, businesses prepare for F1

## Shuttles, bike path to alleviate traffic along smaller local roads

By Joe Olivieri

Travis County is less than six months away from hosting the 2012 United States Grand Prix, a major event in the sport of Formula One racing.

Roughly 120,000 people are expected to travel down Del Valle's country roads Nov. 18 en route to the new Circuit of The Americas event center. It will be the new home of the Grand Prix for the next 10 years.

COTA and the county plan to strengthen the existing roadways and develop a traffic plan to avoid miles of gridlock.

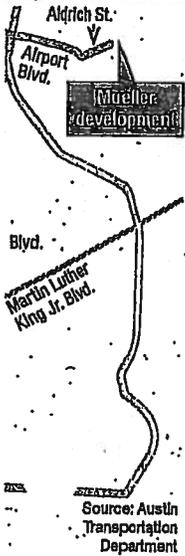
Both groups, as well as City of Austin and state officials, have said F1 will have a greater economic impact than the Super Bowl.

Indianapolis has hosted both F1 and this year's Super Bowl.

Chris Gahl, Indianapolis Convention and Visitor Association spokesman, said the Super Bowl was expected to generate \$155 million in direct and indirect spending; The Indianapolis 500 generates \$337 million annually.

As race day gets closer, many residents and local officials are seeing the early signs of just how significant that impact will be: One gauge is lodging availability. Hotels and private vacation rentals, coordinated through

# urban rail City recommends first urban rail route



## November vote remains goal, but some officials question timing

By Sara Behunek

With its sights on a November vote, the Austin Transportation Department recommended to City Council on May 22 what part of a proposed 17.5-mile urban rail network should be built first and presented long-awaited details about how that leg could be funded.

The initial path, identified as Phase 1—would be about 5.5 miles long and would connect to the Capital Metro Red Line at Fourth Street, provide service on Guadalupe and Lavaca streets,

and end at the Mueller development in Northeast Austin.

A second phase would add about 4 miles with a route on San Jacinto Boulevard and Congress Avenue as well as one crossing Lady Bird Lake, ending at the intersection of East Riverside and Pleasant Valley drives.

Officials said the cost to design, engineer and construct Phase 1 would be about \$550 million—up to half of which may be paid for by the Federal Transit Authority.

Of the \$275 million or so that would need to be raised locally, about

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## Formula One

Continued from 11

websites, such as Austin's HomeAway, are reporting bookings months ahead of race day.

"The fact that we are seeing nearly 40 percent of our inventory already booked for the Nov. 18 weekend [as of late April] speaks to the anticipated traffic from the F1 race and the benefit of having additional accommodations when most hotel rooms are expected to be full," HomeAway Vice President Jon Gray said.

### Roadwork

On April 17, the Travis County Commissioners Court voted 3-2 to share the cost of road renovations with F1. Commissioners Karen Huber and Sarah Eckhardt opposed. Eckhardt said the vote was a reversal of the county's previous position.

Travis County plans to work on three Del Valle thoroughfares: McAngus, Elroy and Kellam roads.

Before the race, the county will reconstruct part of McAngus and Elroy roads, said Steve Manilla, executive director of Travis County's Transportation and Natural Resources Department.

"We're going to reconstruct the pavement," he said of McAngus Road. "So that means we would obliterate it, add mixtures to strengthen it, and put it right back down on the surface."

Travis County also plans to pay the full cost to connect Kellam Road to nearby Pierce Lane to create another path for traffic.

After the November race, COTA and the county will share costs to widen Elroy Road to four lanes from McAngus Road to the COTA driveway.

### Traffic

A draft COTA traffic plan states that only visitors with parking passes may park in one of COTA's 17,000 parking spaces. Permits will be issued no later than four weeks before the event.

County traffic program manager David Greear said a typical road can handle 700-1,000 cars per hour per lane.

Visitors without parking permits must

take a shuttle, a taxi, limousine or chartered bus.

Greear said about 500 shuttles will be used to move about 80,000 people.

The draft plan lists two park-and-ride locations: The Travis County Exposition Center and Waterloo Park on 15th Street.

County officials are working on a 10.5-mile bike path from downtown Austin to a shuttle stop close to the site. Bicycles will not be allowed on COTA property.

### Economic Impact

COTA officials estimate that the facility will have a \$300 million impact on the local and regional economy each year for the next 10 years.

COTA spokeswoman Ali Putnam said COTA will create approximately 300 full-time jobs and 1,700 construction jobs. The track will hire more than 3,000 seasonal/event-specific employees.

The track's developers are investing about \$400 million into the 1,000-acre site.

Aside from hosting the Grand Prix, the site may also host other motorsports events, six to 10 concerts a year and business functions such as product launches.

Adriana Cruz, Austin Chamber of Commerce vice president of global recruitment and retention, said a sporting event of F1's size will also produce ripple effects such as restaurants hiring more employees to handle crowds.

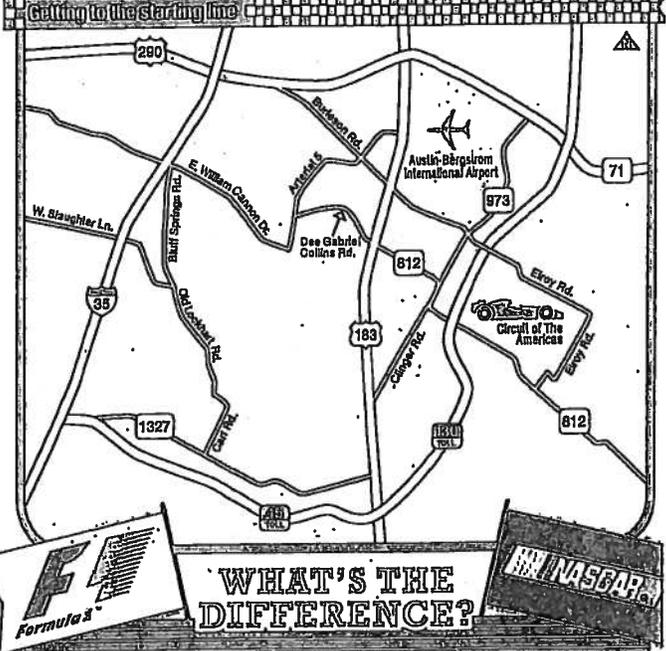
Margaret Gomez, Travis County Precinct 4 commissioner in Southeast Austin, has said that she believes Precinct 4 will become an entertainment hub.

"You can focus on F1 if you want to, but there are going to be other entertainment venues that will come to Precinct 4," she said.

Hotel space will be in high demand during major events at COTA. Recently, the JW Marriott Austin hotel announced it would add 1,200 rooms to the block of Second and Third streets and Brazos Street and Congress Avenue.

Less tangibly, F1 raises Austin's profile on the international stage, Cruz said.

"[Foreign businesspeople] are not familiar with the middle of the country as a place to do business. Now, Austin is suddenly on their radar," she said.



**Formula One**  
 Founded: 1950  
 Major series: Grand Prix World Championship series  
 Fastest recorded top speed: More than 250 mph  
 No. of events: 20  
 No. of cars participating per event: 24  
 Famous active driver: Fernando Alonso (Spain), Felipe Massa

**NASCAR** (National Association for Stock Car Auto Racing)  
 Founded: 1948  
 Major series: NASCAR Sprint Cup Series  
 Fastest recorded top speed: 212 mph  
 No. of events: 38  
 No. of cars participating per event: 43  
 Famous active driver: Dale Earnhardt Jr. (USA), Denny Hamlin (USA), Kevin Harvick (USA)

Cruz said Travis County has seen increased interest from automotive technology companies eager to build near the track. "Having a facility like COTA makes Austin one of the new centers for automotive technology—smarter, cleaner cars, new batteries and all of the new developments happening right now," she said. Travis County development services division director Anna Bowlin said no major business developments have started near the track yet.

The United States has not hosted an F1 event since the sport left the Indianapolis Motor Speedway in 2007. Gahl said F1 met the Indianapolis' expectations of generating \$100 million-\$115 million per year. "We did not commission a post-event economic study, but we feel pretty comfortable saying [it met expectations]," he said. "That estimate was a very conservative look as well."

Comment at Impactnews.com



**Public Comments & Applicant Responses**

**From:** Ernest Pease [ernestpease@hotmail.com]  
**Sent:** Thursday, May 24, 2012 8:53 PM  
**To:** Sam Biscoe; Ron Davis; Sarah Eckhardt; Karen Huber; Margaret Gomez; Formula One Circuit of the Americas  
**Subject:** F1 Traffic Management Plan On-site Parking Plan Suggestion to improve flow and reduce cost

I would like to submit the following "enhancement" to the current draft of the F1 Traffic Management Plan to improve flow and reduce government and promoter costs:

Reference Page 7 of the F1 Traffic Management Plan:

There are currently 13 on-site lots identified with associated parking capacities, for a total of 17,000 spaces. Instead of having all vehicles approach at the same time for all lots, simply designate "Arrival Time Windows" for each lot, having those times printed on the car identification hangers, and have each hanger color coded by lot. F1 management could determine which times would be best for each lot, but during a given "Arrival Time Window", the only cars allowed on the approach roads (controlled by law enforcement) would be for the lot designated for that time. For people arriving late, there would be an "Open Window" designated after all other lot arrival times had passed when "all colored tags" would be permitted access to the approach roads, and gates to each lot would be reopened. To further manage traffic flow, the larger capacity lots may have several different colored/timed window tags used.

This proposal could be "managed" such that at the end of the race lots would be "released" according to a "lot window" plan that would strive to have as an additional goal all onsite parking passengers getting approximately the same total time "on site" for the event. Local musicians for example could entertain the crowds before and after the race, thus showcasing what Austin has to offer as The Music Capitol. Electronic signage around the spectator areas would post lot exit times immediately following the race, so people would know when they needed to be at their cars and ready to depart. Once a lot's departure window expired, the exit gate for that lot would be closed, and remain closed until all other lot windows had passed, then the remaining cars would be released one lot at a time to orderly and reasonably manage traffic flow.

While not necessarily recommended, F1 could further tweak this proposal to its financial advantage by charging more for certain lots based upon what they may perceive to be "premium" admission/departure time windows. Another alternative if all lots would cost the same, might be to issue the car window/lot tags based upon a lottery system, with each lot still having the above referenced time window plan.

A controlled access plan such as suggested could drastically reduce the need for additional roadways and staff to handle the 17,000 cars all arriving/departing at the same time, not to mention the emotional strain on the drivers having to wait many hours "in traffic" to get in/out.

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Hope this helps and spurs additional thought.

Sincerely,

Ernest Pease

**From:** David Sweazy  
**Sent:** Tuesday, May 29, 2012 4:38 PM  
**To:** 'ernestpease@hotmail.com'  
**Subject:** F1 Traffic Plan

Mr. Pease,

I am David Sweazy, Vice President of Operations with the Circuit of the Americas, and the Travis County Transportation and Natural Resources department has forwarded me your email related to our mass gathering permit application. Thank you for the suggestions you made in the email. I am writing to let you know that we appreciate your interest in the project and are reviewing your suggestions to see if they can be incorporated into our traffic control plan. Some of your ideas are control measures we have already looked at and ruled out for one reason or another but some of your ideas suggest new measures that we will take into consideration. Again, we thank you for taking time to review the plan and make suggestions and appreciate the thought put into the information.

Sincerely,

David Sweazy

**From:** Susan Moffat [mailto:barbaro@bga.com]  
**Sent:** Friday, May 25, 2012 4:13 PM  
**To:** Sam Blscoe; Ron Davis; Sarah Eckhardt; Karen Huber; Margaret Gomez  
**Subject:** Questions regarding proposed F1 traffic plan

Dear Judge Biscoe and Travis County Commissioners,

I greatly appreciate your care and diligence, and that of county staff, in ensuring a traffic plan for the Formula 1 event that will provide maximum public safety for both residents and guests.

After reviewing the proposed F1 traffic plan posted with today's Statesman story, I have the following questions which I hope you may be able answer before your June 5th hearing on this item.

**1. What are the variables for each of the two assumptions regarding "on-site vehicle service time" and which is likely to be most accurate?** The proposed plan currently provides two estimates of "on-site vehicle service time" (essentially, the time it takes to clear on-site parking lots). One estimate is for 3.14 hours, assuming 700 vehicles per lane per hour; the other is for 2.2 hours, assuming 1000 vehicles per lane per hour. Why is there such a large difference between the number of vehicles per lane in each assumption, what are the variables used for each, and which is likely to be most accurate?

**2. What is the estimated "on-site vehicle service time" without Kellam Road?** Time estimates for "on-site vehicle service time" specifically assume that Kellam Road between Elroy Road and Pearce Lane will be constructed and usable. The plan includes a map of a pre-event transportation plan without Kellam Road, but does not provide estimated times for clearing parking lots without Kellam. What are these?

**3. What is the estimated total travel time for attendees traveling to and from the event from Austin, not counting the "on-site vehicle service time"?**

a. Please provide the estimated travel time with and without completion of the section of Kellam Road between Elroy Road and Pearce Lane.

b. Please specify the travel time for each mode of ground transportation: shuttle, taxi, private car, limo, bicycle.

**4. What is the plan for reaching and removing a disabled vehicle on the routes to and from the event?**

**5. Where are pedestrian routes for residents or others who may walk to the event?** The Statesman piece says that residents will "probably" be able to walk, but the current map does not indicate pedestrian routes.

**6. Could you please provide more specific information about the emergency vehicle routes and emergency plans in general?**

a. Will all roads leading to and from the event have usable shoulders to permit emergency vehicles to pass? If not, what is the plan for bringing an emergency vehicle into areas that do not have usable shoulders? In particular, the current proposal shows emergency vehicles coming into the site on 183 will share lanes with event traffic, local traffic and COTA officials. Will this stretch of 183 still have a functioning shoulder on event days?

b. How will emergency vehicles gain access to roads in the site area that are not marked for emergency vehicle routes on the map? Will these be roadblocked with passage for emergency vehicles only? The map provides no explanation.

c. What is the specific plan for dealing with emergency medical needs at or near the event? Is it anticipated that ambulances will be serve the event and surrounding area on event days or will minor injuries and illnesses be treated on-site with more extreme cases helicoptered out?

d. What is the plan should an emergency evacuation be required during the event?

As always, many thanks for your hard work on behalf of county residents and for your consideration of these issues. I'm sure we all share the hope that this event will take place as safely as possible, and I look forward to your response.

Best,  
Susan Moffat  
4112 Speedway  
Austin TX 78751

Department Reports

5/30/12 Memorandum from Austin/Travis County Health and Human Services Department to Members of the Commissioners Court re: Report of the Travis County Health Authority

5/29/12 Memorandum from Sheriff Greg Hamilton to Members of the Commissioners Court re: Mass Gathering Permit Filed by the Circuit of the Americas and Formula One related to the November 2012 Events



**Austin/Travis County Health and Human Services Department**

Office of the Director  
15 Waller Street  
Austin, TX 78702



**Date:** May 30, 2012  
**TO:** MEMBERS OF THE COMMISSIONERS COURT  
**FROM:** Philip Huang, MD, MPH *P. H.*  
Medical Director/Health Authority  
**SUBJECT:** Report of the Travis County Health Authority

Pursuant to Chapter 751, Texas Mass Gathering Act, section 751.005(b), *"The county health authority shall inquire into preparations for the mass gathering. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the county health authority shall submit to the county judge a report stating whether the health authority believes that the minimum standards of health and sanitation prescribed by state and local laws, rules, and orders will be maintained."*

Staff of the City of Austin and Travis County Health Departments have reviewed various documents provided by appropriate representatives of Circuit of the Americas and Sodexo including, but not limited to, food service policies, water and waste water plans and other related information regarding the provision of food and other concessions for the public. Further, staff have reviewed provisions for public safety as it relates to the attention to illness or injury on site.

COTA-Sedexo appear to have policies and practices in place that address the safety of the public, in accordance with Texas Health and Safety Code provisions, and including, but not limited to, Chapter 751, Texas Mass Gathering Act.

Please note that this report does not include the actual inspection of kitchens, food delivery mechanisms and staff licenses and/or certifications as provided by the Texas Health and Safety Code. Personnel of the City of Austin, acting as agents of Travis County by Inter local agreement, will inspect, review and assess compliance with Texas statutes governing food and safety as these facilities are completed and-or established and prior to services being rendered to the public.



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**May 29, 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 *By Phyllis Clair Major*

**SUBJECT:** Mass Gathering Permit Filed by the Circuit of the Americas and Formula One Related to the November 2012 events

The Travis County Sheriff's Office has received and reviewed the required paperwork related to the mass gathering permit filed by the Circuit of the Americas and Formula One as required by statute and Travis County.

As the permit pertains to Title 9, Subtitle A, Chapter 751 of the Texas Health and Safety Code, Section 751.005 requires the Sheriff to investigate preparations for a mass gathering of persons that meet the criteria of the statute. The Sheriff is to submit to the County Judge a report stating whether the Sheriff believes that the minimum standards for ensuring public safety and order that are prescribed by state and local laws, rules and orders will be maintained.

The Travis County Sheriff's Office has reviewed the documents and plans submitted as part of the application to include the;

- Public Safety Plan
- Traffic / Transportation Management Plan

After review of said plans, it is the opinion of the Travis County Sheriff's Office staff, and I as Travis County Sheriff, that these plans meet the minimum standards as listed in statute.

The Travis County Sheriff's Office understands that these minimum plans will continue to be refined over the upcoming months before the event and will continue to work with all public service entities involved in this event as well as COTA and Formula One staff. We feel that these relationships are key to keeping the staff and public safe during the event.

My staff will be actively engaged in ensuring that not only are the circumstances surrounding the event managed in a safe manner, but that the safety and security of the entire county be maintained during this time. I am committed to make certain large events of this nature do not take away from the high standard of service that our citizens are entitled to. Thus, TCSO will work as a team in conjunction with our municipal and state partners, ensuring the safety of our entire community and region.

Furthermore, it is my intent to ensure that the plans that we have received are practiced as much as practical before this event. My staff will work with COTA on seizing opportunities to practice and evolve the plans so that all strategies proposed in the documents are viable and reasonable responses to the myriad of occurrences that might affect the event. Some of those matters such as weather are not within our control, but our responses to them certainly are.

In closing, I have been impressed so far with the efforts of COTA and Formula One in listening to local input into how we manage events and incidents in our region. They have been willing to modify procedures to meet our needs while meeting their own as well. I would expect such cooperation to continue prior to and during this event and will continue to demand a unified approach to the management of such large events in my legal jurisdiction.

If you have any questions please contact my office at 854-9770.

Cc. Major Phyllis Clair  
Planning Manager Michael Hemby  
File



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/23/2012

**Prepared By/Phone Number:** Lisa Block/854-7954

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Approve proclamation of commendation for Kevin Wayne McDonald for his more than 19 years of dedicated service with **STAR Flight** to Travis County and Central Texas.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached proclamation. Kevin Wayne McDonald is retiring from service with the **STAR Flight** Program with more than 19 years of dedicated service.

### **STAFF RECOMMENDATIONS:**

Emergency Services and **STAR Flight** recommend approval of this proclamation.

### **ISSUES AND OPPORTUNITIES:**

N/A

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

### **REQUIRED AUTHORIZATIONS:**

Danny Hobby, County Executive, 9/20/2012

Casey Ping, **STAR Flight** Program Director, 9/20/2012

**WHEREAS**, Kevin Wayne McDonald began his employment with *STAR Flight* in April 1993 and served with distinction in a highly professional manner for more than 19 years. In 1996 Kevin was promoted to the position of Chief Pilot and served in that capacity for four years until 2000;

**WHEREAS**, in May 2000, Kevin and his crew, with a patient onboard, suffered an engine shutdown on a short final approach, placing the aircrew in a highly-vulnerable position. Kevin skillfully waved-off his approach, avoided the large array of high tension power lines in front of him and flew the aircraft on one engine to the Austin Bergstrom International Airport. His outstanding piloting skills were directly responsible for saving the lives of four crewmembers and a patient as well as a multi-million dollar Travis County asset;

**WHEREAS**, in November 2001, Kevin flew numerous rescue missions in rain squalls throughout the evening affecting the rescue of 15 persons who had become trapped in local flood waters. He and his crew were awarded the Rotor & Wing Helicopter Heroism of the Year Award and the Higgins and Langley Memorial Award in Swiftwater Rescue. This story was aired nationally on the Weather Channel's Storm Stories series;

**WHEREAS**, in April 2009, Kevin and crew were dispatched on a rescue for two kayakers being swept down the flooded Lampasas River forcing the crew to keep pace with the moving victims during the rescue effort. As he flew the aircraft downstream, he and the crew maneuvered the helicopter over bridges and telephone wires that crossed the river in several locations. His piloting skills and

excellent coordination with his crew in a very dynamic situation resulted in the saving of two lives;

**WHEREAS**, Kevin has been indispensable in the building and maintaining of an outstanding Federal Aviation Administration Aircraft Weight and Balance program as well as a highly detailed flight and medical database; and

**WHEREAS**, in his nearly twenty-year career at *STAR Flight*, Kevin has:

- Flown 2,752 hours in four different aircraft types to include the latest Eurocopter EC-145,
- Transported 2,300 patients,
- Rescued more than 130 persons during dangerous floods and other emergency situations,
- Performed more than 1,000 firefighting water drops in Central Texas to include nearly 200 drops during the devastating Labor Day Fires of 2011 in Steiner Ranch and Pedernales;

**NOW, THEREFORE, BE IT RESOLVED**, that the Travis County Commissioners Court wishes to commend Kevin Wayne McDonald for his brave, life-saving actions during medical emergencies, floods, fires and numerous situations that required a skilled pilot and employee. His service to the citizens of Travis County and Central Texas is measured not only by statistics, but also by lives and property saved. We thank you for your years of dedicated service.

Signed and entered this 23<sup>rd</sup> day of October 2012.

---

SAMUEL T. BISCOE  
Travis County Judge

---

RON DAVIS  
Commissioner, Pct. 1

---

SARAH ECKHARDT  
Commissioner, Pct. 2

---

KAREN HUBER  
Commissioner, Pct. 3

---

MARGARET GÓMEZ  
Commissioner, Pct. 4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Christy Moffett, 854-3460

**Elected/Appointed Official/Dept. Head:**

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action regarding approval of the Program Year 2012 Community Development Block Grant Agreement provided by HUD.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons. This grant agreement approves Travis County's PY 2012 Action Plan. Beginning in 2006, the program is operating under its second Consolidated Plan.

The grant agreement is the same document executed annually for the last five years. The County Attorney's office has reviewed and approved the agreement. The Auditor's Office has the agreement under review; however, the CDBG Office anticipates their approval prior to October 23, 2012.

The HUD letter and grant agreement are attached with one addition to the grant agreement: Per the County Attorney's office request, "by" was added to the signature line. HUD recognizes the County Judge as the certifying official for all transactions unless the Commissioners Court delegates the responsibility to someone else.

**STAFF RECOMMENDATIONS:**

Staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

CDBG staff is responding to the action item in the letter regarding a request for clarification on the administrative and planning (A&P) funds that will not be expended for last year. Staff requests the reprogramming of any unused A&P funding from PY11 into a community development project sometime during the next year. This assures that the County stays within the proper ratios for the A&P budget annually.

With the execution of this agreement, the County assumes HUD's responsibility for all environmental reviews with any HUD funding source within the County, but outside the City of Austin.

The County has 60 days to execute the agreement from the date of the letter or forfeit funds.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Executing the agreement allows the County to have access to \$896,341 in federal funding and to implement the projects approved for PY 2012.

**REQUIRED AUTHORIZATIONS:**

County Attorney's Office  
Auditor's Office

**cc:**

Leslie Browder, PBO  
Diana Ramirez, PBO  
Jason Walker, Purchasing Office  
Caula McMarion, TCHHS&VS  
DeDe Bell, Auditor's Office  
Steven Manilla, TNR  
Cynthia McDonald, TNR  
Mary Etta Gerhardt, County Attorney's Office

Jessica Rio, PBO  
Cyd Grimes, Purchasing Office  
Kathleen Haas, TCHHS&VS  
Nicki Riley, Auditor's Office  
Janice Cohoon, Auditor's Office  
Lee Turner, TNR



**SEP 28 2012**

**U.S. Department of Housing and Urban Development**  
 San Antonio Field Office, Region VI  
 Office of Community Planning and Development  
 H.F Garcia Federal Bldg/U.S Courthouse  
 615 E. Houston Street, Suite 347  
 San Antonio, Texas 78205-3601  
 Phone (210) 475-6820 Fax: (210) 472-6825  
[www.hud.gov](http://www.hud.gov) [www.espanol.hud.gov](http://www.espanol.hud.gov)

Ms. Sherri Fleming  
 Executive Manager  
 Travis County HHSVS  
 P.O. Box 1748  
 Austin, TX 78767

Dear Ms. Fleming:

**SUBJECT: Approval of 2012 One-Year Action Plan Submission - Community Planning and Development Block Grant Program (CDBG) B-12-UC-48-0503**

We want to thank you and your staff for the submission of the County's 2012 Action Plan. The plan is a requirement for the County's Entitlement Community Development Block Grant (CDBG) program. We commend the County on the contents of the Action Plan document as the information provided was very well organized and well written. The Plan covers the period beginning October 1, 2012 and ending on September 30, 2013. This letter serves as official approval notification of the AP for the 2nd year of the County's Three-year Consolidated Plan Strategy (CPS). The Grant amount for the 2012 Program Year is approved for the following amount:

**CDBG            \$896,341.00**

The Action Plan provided project descriptions on the use of the new program year funding. The projects identified are reflective of the County's Three Year CPS and are a continuing effort to meet the various goals and objectives established in the CPS. According to the Action Plan, the disbursement of funds will be attributed to the following types of activities:

<u>CDBG Activities</u>	<u>CPS Priority</u>	<u>Amount Funded</u>	<u>Percentage of Funds</u>
<b>CDGB Administration</b>		<b>\$179,268.00</b>	<b>20%</b>
<b>Housing</b>	<b>High</b>	<b>\$256,024.00</b>	<b>28%</b>
Owner Occupied Home Rehabilitation			
<b>Public Facilities/Infrastructure</b>	<b>High</b>		
Lake Oak Estates Street Improvements		<b>\$326,598.00</b>	<b>37%</b>
<b>Public Services/Community Services</b>	<b>High</b>	<b>\$134,451.00</b>	<b>15%</b>
Social Work Expansion		\$106,000.00	
Fair Housing Counseling		\$28,451.00	
<b>Totals</b>		<b>\$896.341.00</b>	<b>100%</b>

The AP presented maps which illustrated the targeting of program funds to predominately low and moderate-income areas and described the citizen participation process. Our review of the County's Citizen participation process determined that the county has met the requirements in accordance with 24 CFR, part 91.220(b) which requires the AP to contain a summary of the citizen participation and consultation process, a summary of comments or views, and a summary of comments or views not accepted and the reasons for non acceptance. Based on our review of the County's funded projects the following comments are provided:

**Owner Occupied Home Rehabilitation - Funded amount \$256,024.00:** The County funded this project in Program year **2008** (\$106,136.00); **2009** (130,000.00); **2011** (\$368,636.00); and with the 2012 funding amount the total amount of CDBG Funds invested in this project is now at \$860,796.00. A review of the County's IDIS PR03 Report determined that the County has not drawn any funds for this project. The fact that this will be the 4<sup>th</sup> year of funding for this project and no benefit has been realized by the County's eligible low-mod population is of major concern for HUD. A review of the County's accomplish narratives in the HUD IDIS PR03 Report seems to indicate that a major factor in delaying implementation of this project has been due to conflicting priorities in completing other projects.

The County historically has not been able to meet the annual CDBG Timeliness expenditure requirements. In 2011, the County did meet their expenditure requirements for the 1<sup>st</sup> time however were back in noncompliance in 2012 and currently fall under our sanctions policy as a result. If the County does not meet their expenditure ratio in 2013, it will be required to go thru an informal consultation as provided for in 24 CFR 570.911 of the CDBG regulations. At that time, the grantee will have the opportunity to demonstrate how factors beyond its reasonable control caused significant delays in program implementation and affected timely performance. The burden will be on the grantee to make a compelling argument that it qualifies for an exception. We request that the County no longer delay the implementation of this project.

**CDBG Planning and Administration (PA):** The County allocated \$179,268.00 in 2012 for this activity. A review of IDIS Activity PR03 Report determined that in the Program Year 2011, the County funded Planning and Administration in the amount of \$158,000.00 of which \$35,133.39 remains unexpended. The fact that the County is allocating \$179,268.00 funds to PA when there is already an unexpended balance of \$35,133.39 raises some concerns. The County should be aware that there should not be a "cushion" of unused funds in for planning and Administration. The Department of Housing and Urban and Development's position is that these funds would more effectively serve low and moderate income persons and be more in keeping with the intent of the CDBG program by being reprogrammed into other CDBG eligible activities. As of note, the County was not able to meet the 1.5 timeliness test ratio on July 31, 2012. The next timeliness test will be conducted on July 31, 2013. The reprogramming of excess Planning and Administration funds to other eligible activities could improve the County's draw down rate, which would in turn improve the County's timeliness situation. **Action Item:** We request that the County provide a response no later than 30 days from the date of this letter indicating what steps it will take to address the large excess of Planning and Administration funds.

Although, the County's proposed projects have been reviewed as described in the Action Plan, please note that approval of this grant award does not give automatic approval to the specific projects identified in the Action Plan or subsequent projects created by amendments. It is the responsibility of the County to ensure that each project is eligible and can meet a national objective in accordance with HUD regulations. Grantees are required to properly document and justify each project's eligibility and national objective in its files for future HUD on-site monitoring reviews. Each file should include all elements required in the regulations for each program regarding records to be maintained. This should include, among other things, agreements, maps indicating service areas and the basis for the determinations; i.e. income limits, eligibility documents, etc.

We request that the County's CDBG Office continue to remain in contact with Mr. Alberto Solorzano, our CDBG-R point of contact, to ensure that all CDBG-R close-out certification requirements are met within the required deadlines. If there are any questions regarding these deadlines, please contact Mr. Solorzano at 210-475-6800, x2297.

We remind the County that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental review Procedures for Entities Assuming HUD Environmental Responsibilities). Funds for such activities may not be obligated or expended unless there is a written release of funds notification from our Field Office. To initiate this process, the County must submit to our Office an executed HUD Form 7015.15, Request for Release of Funds and Certification. Only units of general local government can assume responsibility for environmental reviews under 24 CFR Part 58. Sponsors can supply the required information to the responsible entity to prepare the review.

**Office of Fair Housing and Equal Opportunity (OFHEO):** The OFHEO has reviewed the County's Action Plan and has provided the following advisory comments:

- Standard Form Certifications specified by HUD fail to make reference to require compliance with Section 109 of HCD act of 1974, and Section 504 of the Rehabilitation Act of 1973. The Grantee should be reminded of required compliance with all applicable federal civil rights laws.

- The County is reminded that in accordance with the Fair Housing Act, they must administer all program and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act (24 CFR 570.601)

If you have any questions regarding these advisory comments, please contact Al Galvan at 210-475-6800, x2219.

**San Antonio Office of Public Housing review (SAOPH):** Your Action Plan was reviewed and approved by the SAOPH.

Enclosed are two copies of the Grant Agreement for the CDBG program covered by this Action Plan. Please sign the agreements and return one original copy to this office. Failure to return the executed funding forms within 60 days from the date of this letter may constitute a rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees.

Should there be a need to establish or change the depository account where the grant funds are being wired to, a Direct Deposit sign-up form (SF-1199A) must be completed by both the County and involved financial institution and mailed to our Field Office.

Please note that your upcoming Consolidated Annual Performance Report (CAPER) is due in this office no later than December, 31, 2012. The Department looks forward to a successful partnership with the County during the upcoming year. We ask that the County respond to our Action item no later than 30 days from the date of this letter. If you have any questions regarding this approval notification or if we may be of assistance, please contact David Rios, Community Planning and Development Representative, at (210) 475-6800, extension 2314.

Sincerely,



Elva F. Garcia  
Office of Community Planning  
and Development

cc:

The Honorable Samuel T. Biscoe, Judge, Travis County  
Ms. Christy Moffett, Senior Planner

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No.  
 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) <b>Travis County</b>		3a. Grantee's 9-digit Tax ID Number: 746000192	3b. Grantee's DUNS Number: 030908842	4. Date use of funds may begin (mm/dd/yyyy): 10/01/2012
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) <b>Travis County, P.O. Box 1748, Austin, Texas 78767</b>		5a. Project/Grant No. 1 <b>B-12-UC-48-0503</b>		6a. Amount Approved <b>\$896.341</b>
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) <b>Elva F. Garcia</b>		Grantee Name <b>Travis County</b>	
Title <b>Director, Community Planning and Development</b>		Title <b>Honorable Samuel T. Biscoe, Travis County Judge</b>	
Signature 		Signature	
Date (mm/dd/yyyy) <b>SEP 28 2012</b>		Date (mm/dd/yyyy)	

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input checked="" type="checkbox"/> None <input type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) <b>08/14/2012</b>	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) <b>09/28/2012</b>		
		9c. Date of Start of Program Year (mm/dd/yyyy) <b>10/01/2012</b>		
11. Amount of Community Development Block Grant				
		FY <b>(2012)</b>	FY ( )	FY ( )
a. Funds Reserved for this Grantee		<b>\$896,341</b>		
b. Funds now being Approved		<b>\$896,341</b>		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

### HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153								
	176								
		Y			Project Number		Amount		
		Y			Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2011

**Prepared By/Phone Number:** Christy Moffett 854-3460

**Elected/Appointed Official/Dept. Head:**

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on a request to approve the certificates of exemption from environmental assessment effective October 1, 2012 for three Community Development Block Grant projects with funding provided by HUD:

- A. Family Support Services Social Work Services Expansion;
- B. Fair Housing Counseling; and
- C. Administrative & Planning Expenses.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Each year, every project must go through the appropriate level of environmental review as required by HUD. Of the projects funded for PY 2012, three are exempt from environmental review due to the nature of the projects and their lack of impact on the human environment.

In the HUD grant agreement, which is signed by Travis County, it states: "The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58." In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13." In 58.13, it states " Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the ``responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The

Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:

- (a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
- (b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

In the past, the County Attorney's Office has determined that the County Judge is identified as the Certifying Official; and is therefore responsible for signing the forms on behalf of the County.

**STAFF RECOMMENDATIONS:**

Staff recommends the approval of the certification of exemption for the FSS social work services expansion project, Fair Housing Counseling project and administrative and planning expenses. As outlined in 24 CFR Part 58.34(a)(4), the public service projects, and the administrative and planning costs are exempt from environmental assessment. The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review. Staff recommends the Court authorize the County Judge as said authority and allow signature of the HUD required documents provided as attachments.

**ISSUES AND OPPORTUNITIES:**

Approval of the exemptions allows CDBG staff to remain in compliance with HUD environmental review standard.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Completion of the exemptions allows Travis County to request reimbursement for the expenses related the aforementioned expenses as well as enter into contracts as needed.

**REQUIRED AUTHORIZATIONS:**

Legal.

cc:

Leslie Browder, PBO  
Diana Ramirez, PBO

Jessica Rio, PBO  
Cyd Grimes, Purchasing Office

Jason Walker, Purchasing Office

Caula McMarion, TCHHS&VS

DeDe Bell, Auditor's Office

Steven Manilla, TNR

Cynthia McDonald, TNR

Mary Etta Gerhardt, County Attorney's Office

Kathleen Haas, TCHHS&VS

Nicki Riley, Auditor's Office

Janice Cohoon, Auditor's Office

Lee Turner, TNR

## Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)

May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas

Project Name: PY 2012 Family Support

Services Social Work Expansion Project

Project Description (Include all actions which are either geographically or functionally related):

Social work services for individuals and families including but not limited to: case management, crisis intervention, information and referral and non-clinical counseling.

Location: Unincorporated areas of the County and the Village of Webberville

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$ 106,000 Grant Number: B-12-UC-48-503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
	3. Administrative and management activities;
X	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe  
Responsible Entity Certifying Official Name

Travis County Judge  
Title (please print)

\_\_\_\_\_  
Responsible Entity Certifying Official Signature

10/01/2012  
Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

## Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)  
 May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas

Project Name: PY 2012 Fair Housing  
 Counseling Project

**Project Description (Include all actions which are either geographically or functionally related):**

Fair Housing counseling, complaint processing and testing in support of an individual complaint as well as marketing materials and operating costs.

Location: Unincorporated areas of the County and the Village of Webberville

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$ 28,451 Grant Number: B-12-UC-48-503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
	3. Administrative and management activities;
X	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe  
 Responsible Entity Certifying Official Name

Travis County Judge  
 Title (please print)

\_\_\_\_\_  
 Responsible Entity Certifying Official Signature

10/01/2012  
 Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

## Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)

May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas

Project Name: PY 2012 Administrative  
& Planning Expenses

**Project Description (Include all actions which are either geographically or functionally related):**

Personnel and general operating expenses.

Location: Not Applicable

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$ 179,268

Grant Number: B-12-UC-48-503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

<input checked="" type="checkbox"/>	1. Environmental & other studies, resource identification & the development of plans & strategies;
<input checked="" type="checkbox"/>	2. Information and financial services;
<input checked="" type="checkbox"/>	3. Administrative and management activities;
<input type="checkbox"/>	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
<input type="checkbox"/>	5. Inspections and testing of properties for hazards or defects;
<input type="checkbox"/>	6. Purchase of insurance;
<input type="checkbox"/>	7. Purchase of tools;
<input type="checkbox"/>	8. Technical assistance and training;
<input type="checkbox"/>	9. Engineering or design costs;
<input type="checkbox"/>	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
<input type="checkbox"/>	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
<input type="checkbox"/>	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe  
Responsible Entity Certifying Official Name

Travis County Judge  
Title (please print)

\_\_\_\_\_  
Responsible Entity Certifying Official Signature

10/01/2012  
Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 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:**

Consider and Take Appropriate Action on Request for Assistance from Foundation Communities for the Operation of its Tax Preparation Assistance Program during the 2013 Tax Season to Provide Free Income Tax Filing Assistance to Eligible Residents:

- A. Agreement for the Provision of Space at Travis County's South Rural Community Center in Del Valle for the Operation of Tax Preparation Assistance Program during the 2013 Tax Season;
- B. In-Kind Support to Foundation Communities' Tax Preparation Assistance Program in the Form of Printing Brochures, Fliers, Forms and Other Promotional Materials for the 2013 Tax Season; and
- C. In-Kind Support to Foundation Communities' Tax Preparation Assistance Program in the Form of Deaf Interpreters Services for the 2013 Tax Season.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Please see attached memo.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of this request consistent with the Court's past commitment to support of Community Tax Centers.

### **ISSUES AND OPPORTUNITIES:**

Please see attached memo.

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

Updated 10-18-12 at 4:00pm

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Approving this request will not increase the County Budget.

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
502 E. Highland Mall Blvd  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** October 16, 2012

**TO:** Members of the Commissioners Court

**FROM:** \_\_\_\_\_  
Sherri E. Fleming, County Executive for  
Health and Human Services and Veterans Service

**SUBJECT:** Request for Support from Tax Preparation Assistance Program

**Proposed Motion:**

Consider and Take Appropriate Action on Request for Assistance from Foundation Communities for the Operation of its Tax Preparation Assistance Program during the 2013 Tax Season to Provide Free Income Tax Filing Assistance to Eligible Residents:

- A. Agreement for the Provision of Space at Travis County's South Rural Community Center in Del Valle for the Operation of Tax Preparation Assistance Program during the 2013 Tax Season;
- B. In-Kind Support to Foundation Communities' Tax Preparation Assistance Program in the Form of Printing Brochures, Fliers, Forms and Other Promotional Materials for the 2013 Tax Season; and
- C. In-Kind Support to Foundation Communities' Tax Preparation Assistance Program in the Form of Deaf Interpreters Services for the 2013 Tax Season.

**Summary and Staff Recommendations:**

Staff recommends that the Court grant the request from Foundation Communities for the following in-kind assistance:

- Printing services for 393,120 images for flyers, envelopes and applications (last year's proposal called for 247,960 images);
- American Sign Language Interpreter services at the Community Financial Center at 2600 W. Stassney Lane;
- Operation of Community Tax Centers at Travis County's South Rural Community Center in Del Valle.

Staff recommends approval of a License Agreement for the establishment and operation of the coming year's Community Tax Center at Travis County's South Rural Community Center in Del Valle. If approved, the South Rural Community Center's Tax Assistance program will operate from January 21, 2013 through April 15, 2013. The printing job, if approved by the Court, can be completed by the Travis County Print Shop and Interpreter services can be provided through Travis County Services for the Deaf and Hard of Hearing.

**Budgetary and Fiscal Impact:**

Travis County's Print Shop Supervisor Robert Duke is reviewing the documents received from Foundation Communities and staff believes the estimate to provide the requested documents would not exceed \$6,000.00 (based on the previous year's actual cost of \$10,193.88) in printing, materials and staff time.

Travis County HHS&VS Services for the Deaf and Hard of Hearing estimates the cost of providing American Sign Language Interpreter Services at the Community Tax Center to be \$13,000 (based on previous year's expenditures), if used at the peak expected volume and providing services on weekends. As in past years, these services would be scheduled in advance through 211 with the staff from Services for the Deaf and Hard of Hearing.

**Issues and Opportunities:**

Travis County Commissioners Court and Travis County Health and Human Services and Veterans Service are committed to facilitating economic opportunities for all of the County's residents. The Court has been supportive of the Community Tax Center effort for the past five years with in-kind assistance and announcements to Travis County employees as well as access to American Sign Language Interpreter Services through the Community Tax Center program of Foundation Communities.

Foundation Communities has confirmed the following for Community Tax Centers locations around Central Texas:

The Community Financial Center, 2600 West Stassney Lane, Austin, TX 78745;  
Goodwill Community Center, 1015 Norwood Park Blvd., Austin, TX 78753;  
Workforce Solutions Capital Area, 6505 Airport Blvd., Austin, TX 78752;  
IDEA Allan, 4900 Gonzales St., Austin, TX 78702;  
Round Rock Public Library, 216 E. Main St., Round Rock, TX 78664; and  
Lifeworks, 835 N. Pleasant Valley, Austin, TX 78702.

In addition, the organization anticipates confirming additional sites in the near future; and would, with the Court's approval, like to include the following Travis County location:

South Rural Community Center, 3528 FM 973, Del Valle, TX 78617.

In 2012, Foundation Communities operated a Community Tax Center at Travis County's South Rural Community Center at Del Valle. During the 2012 Tax Season, the CTC's assisted over 16,227 clients, including over 300 Deaf and Hard of Hearing taxpayers, with their 2011 tax returns. These clients were able to claim over \$11,230,952.00 in Earned Income Tax Credits without tax preparation fees and a total of \$27,608,738.00 in tax refunds.

Based on IRS figures, Foundation Communities reports that the clients they served averaged \$20,913 in Adjusted Gross Incomes, well below the average income for the general taxpayer population. The goal is to increase these numbers by focusing on the areas of highest need.

### **Background**

Since 2003, the Court has worked with community-based organizations, like Foundation Communities, which has partnered with the Internal Revenue Service, to support the Volunteer Income Tax Assistance (VITA) program reaching out to targeted populations, in English and Spanish, to affect the completing and filing of income tax forms and provide financial skills trainings. Area Tax Assistance Programs have been successful in engaging these targeted populations through the network of social service providers, door-to-door contact, distribution of forms and fliers, and available assistance at Community Tax Centers.

Central to Community Tax Centers' mission is to provide free tax services to households that qualify for the Earned Income Tax Credit (EIC), the largest federal government funded anti-poverty program. The EIC is available to families with annual earned incomes not exceeding \$50,000. In order to claim the EIC, a taxpayer must submit a federal income tax return along with supporting worksheets verifying their eligibility for the credit. During the last five years, eligible taxpayers have claimed over \$29 million in EIC through the Community Tax Centers.



## **Program Partnership with Travis County Services for the Deaf & Hard of Hearing Tax Season 2013 ASL Interpreters**

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### **About the Community Tax Centers**

The Community Tax Centers Program provides free-income tax assistance, education and outreach to residents of Austin and the surrounding areas. Each year, volunteer income tax preparers receive IRS-based tax law training and must pass IRS certification exams in order to assist clients through this program. Volunteers help clients file federal income tax returns for the current and prior years and help clients prepare applications for Individuals Taxpayer Identification Numbers (ITIN) when required. During the 2012 filing season, 16,227 tax returns were prepared bringing in over \$27 million to the local economy in the form of refunds. Of the total refunds, over \$11 million was in the form of the Earned Income Tax Credit, our nation's largest anti-poverty program. The average income for our tax center clients in 2012 was \$20,913.31. Over 300 Deaf/HOH clients received tax preparation through appointments with ASL interpreters. Foundation Communities (a local non-profit) administers the CTC program in partnership with the Internal Revenue Service and receives federal, local and private funds to support the program.

The Community Tax Centers serve clients off all backgrounds and abilities. The Deaf/HOH population that we have been serving has been growing year-to-year due to increased outreach efforts to this population and increased awareness of our service. Eligible clients (including our Deaf/HOH clients) must have annual household incomes that do not exceed **\$50,000** and tax scenarios that volunteer income tax preparers are trained and certified to assist with.

Deaf/HOH clients who would like to schedule an appointment with an ASL interpreter will have the option of going online to schedule an appointment at [www.communitytaxcenters.org](http://www.communitytaxcenters.org), calling our appointment line number, or sending an email to [asltaxhelp@foundcom.org](mailto:asltaxhelp@foundcom.org).

### **Proposal for 2013**

Foundation Communities requests that Travis County Services for the Deaf/HOH provide 2 ASL interpreters at the Community Financial Center location (2600 W. Stassney Lane) from **January 21<sup>rd</sup> to April 15, 2012**. The proposed schedule is outlined below and will be adjusted according to what's approved by the County. **This schedule would allow us to provide tax preparation to 370 Deaf/HOH clients.**

Days	Proposed ASL Interpreter Schedule
Monday and Thursday	2:00 p.m. to 7:00 p.m.
Saturdays	10:00 am to 3:00 pm

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## Travis County Itemized Print Schedule for Community Tax Centers

Item #	Category	Specifications (dimensions)	Paper color	Qty	Target Rcvd Deadlines
<b><i>Volunteer Training Materials</i></b>					
1	New Volunteer Training Packet	30 pp booklet, 8 1/2" x 11", double-sided	Pastel Yellow	300	11/18/2011
2	Returning Volunteer Training packets	11 page booklet, 8 1/2" x 11", double-sided	Pastel Blue	100	11/18/2011
3	Additional Returning Volunteer Training Packet	11 page booklet, 8 1/2" x 11", double-sided	Pastel Green	100	11/18/2011
4	Volunteer Quick Resource Guide	7 page booklet, 8/12 " X 14", double-sided	white	1,000	11/18/2011
5	ITIN Training Materials	7 pp, 8 1/2" x 11" double-sided	white	300	11/18/2011
6	ITIN Resource Guide	8 pp, 8 1/2" x 11", double-sided	white	30	11/18/2011
7	Volunteer Scheduling Software Instruction Guide	1 page, 8 1/2" x 11"	Florescent Orange	1,000	11/18/2011
8	Volunteer Certification Instruction guide	1 page, 8 1/2" x 11"	Florescent Yellow	1,000	11/18/2011
9	1040 levels page	1 page, 8 1/2" x 11", double-sided	white	1,000	11/18/2011
10	CTC Process Handout	1 page, 8 1/2" x 11"	white - color	1,000	11/18/2011
11	Intake Specialist Handbook	9 pp, 8 1/2" x 11", double-sided	white	200	11/18/2011
12	Volunteer Philosity and Bill of rights	1 page, 8 1/2" x 11"	white	1,000	11/18/2011
13	Volunteer Job Descriptions	1 page, 8 1/2" x 11"	white	1,000	11/18/2011
<b><i>Community Outreach Materials</i></b>					
14	All locations and public operations schedule	1 page, 8 1/2" x11", double sided	pastel yellow	25,000	12/16/2011
15	ITIN Brochure	(double-sided, tri-fold) (Spanish)	white	2,000	1/4/2012
16	All Services Brochure	(double-sided, tri-fold)	Blue	20,000	1/4/2012
<b><i>Administrative Materials</i></b>					
17	Processing and tracking envelope	(Manila (12 X 9 inches) , front side, Open Top Flap	Manila	22,000	1/4/2012
18	Taxpayer Take-home envelope	(White- 12 X 9 inches), double sided, Open Top Flap	White	20,000	1/4/2012
19	Customer Satisfaction Survey	(8 1/2 "x 11" page double-sided, cut in 1/2)	White	15,000	1/4/2012
20	Client Consent Form (English)	(1page, English, 8 1/2" x 11", double-sided, full page)	White	16,500	1/4/2012
21	Client Consent Form (Spanish)	(1 page, Spanish, 8 1/2" x 11"double-sided, full page)	White	8,500	1/4/2012
<b>Total Quantity:</b>				<b>137,030</b>	



## 2012 Filing Season Summary

Locations	# Tax Returns	Total Refunds	Total Earned Income Tax Credit
Community Financial Center	5,380	\$9,486,531	\$3,972,379
Goodwill Community Center	3,648	\$6,933,172	\$2,736,048
Workforce Solutions Capital Area	2,347	\$3,940,568	\$1,642,970
Montopolis Recreation Center	640	\$911,038	\$358,457
Allan Elementary	616	\$1,077,076	\$458,228
St. John's Recreation Center	217	\$437,074	\$183,368
Round Rock Public Library	1,470	\$2,989,805	\$1,085,201
South Rural Community Center, Del Valle	238	\$550,702	\$188,693
Workforce Solutions (Bastrop)	216	\$282,777	\$103,714
Drop-Off Service	322	\$560,921	\$213,263
Out-of-Scope/Casualty Loss	151	\$98,366	\$56,199
Prior Year Tax Services*	1,054	\$340,708	\$232,432
<b>TOTALS</b>	<b>16,227</b>	<b>\$27,608,738</b>	<b>\$11,230,952</b>

\* Comprises returns prepared for TY 2000-2011.

### Additional highlights:

- More than **600 volunteers** gave over **30,000 hours of service**
- 685 clients allocated a portion of their tax refunds to purchasing more than **\$82,000** worth of savings bonds
- Processed **147 ITIN** (Individual Taxpayer Identification Number) Applications
- Prepared more than **900 FAFSAs** (Free Application for Federal Student Aid)

### Our Year-Round Tax Center will re-open on May 29.

**Location:** The Community Financial Center  
2600 West Stassney Lane (near Westgate)  
Austin, Texas, 78745

For more information, call 2-1-1, or log onto [www.communitytaxcenters.org](http://www.communitytaxcenters.org)

**Thanks for your support!**

2013 PRINTING QUOTE FOR THE COMMUNITY TAX CENTER

1. New volunteer training packet	\$113.76
2. Returning Volunteer Training packets	\$33.60
3. Parameter Comparison	\$7.79
4. ITIN Training Materials	\$100.98
5. ITIN Resource Guide	\$17.32
6. Volunteer Scheduling Software Instruction Guide	\$29.92
7. Volunteer Certification Instruction Guide	\$44.98
8. 1040 Levels page	\$35.67
9. Intake Specialist Handbook	\$20.67
10. Volunteer Philosophy, Bill of Rights, Job Description	\$35.67
11. Volunteer scripts	\$8.22
12. It's my first day checklist	\$18.63
13. Volunteer Sign-in Sheets	\$10.31
14. Schedule C Initiative Training Materials	\$35.62
15. CTC General Flyer	\$334.00
16. CTC Schedule	\$292.90
17. ITIN Brochure	\$83.38
18. ITIN Flyer	\$67.20
19. ASL Flyer	\$68.80
20. FAFSA Flyer	\$57.00
21. Austin Creatives' Day	\$66.00
22. Client Sign-In Sheets	\$49.72
23. Processing and Tracking Envelope	\$1,365.53
24. Taxpayer Take-Home Envelope	\$1,821.53
25. Customer Satisfaction Sheet	\$118.23
26. Client Drop-off Sheets	\$15.84
27. Make an appointment cards	\$38.00
28. FAFSA Intake forms	\$35.67
<b>TOTAL</b>	<b>\$5,926.94</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Juanita Jackson – 854-4467

**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:**

Consider and Take Appropriate Action Regarding the Request to Appoint Travis County Residents to the Joint Subcommittee's Family and Children School Task Force.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

On September 28, 2012, the members of the Joint Subcommittee of the Austin City Council, Austin Independent School District Board of Trustees, and Travis County voted to request that each governing body appoint representatives to the Family and Children School Task Force. It was envisioned that the group would be charged with the review and implementation of the recommendations of the City of Austin's Family and Children Task Force Report to address the problem of chronic absenteeism in schools and the related effects impacting our community.

As City of Austin Council Members Kathie Tovo and Laura Morrison have put forth a list of names for approval by the Joint Subcommittee, both Travis County and the AISD Board of Trustees will be responsible for submitting a list of names for consideration as its representatives to the Task Force.

The Joint Subcommittee, made up of representatives from Travis County, the City of Austin and the Austin Independent School District, is a collaborative group that exists to examine and make recommendations concerning factors which may adversely impact the community and its governing bodies.

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

Travis County and the Commissioners Court have been committed, along with its community partners, to creating a safer, healthier community for its young people through youth and workforce development programs and its participation in the Travis County Afterschool Network with activities focused on keeping students engaged in education, increasing academic achievement, and improving life skills.

**STAFF RECOMMENDATIONS:**

Staff seeks direction from the Court regarding the appointment of County representatives to the Joint Subcommittee's Family and Children School Task Force.

**ISSUES AND OPPORTUNITIES:**

The Family and Children School Task Force will be focused on generating policy recommendations aimed at supporting neighborhood schools and retaining families with children in Central Austin and Travis County by revisiting past recommendations and unmet goals, reviewing national best practices, and conducting interviews and focus groups with staff and community members. Areas of exploration will include consideration of current and potential future policies and practices related to collaborative/joint use of civic facilities.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Providing direction on this agenda item will not increase the County Budget.

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE**  
502 E. Highland Mall Blvd  
P. O. Box 1748  
Austin, Texas 78767

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

**DATE:** October 16, 2012

**TO:** Members of the Commissioners Court

**FROM:** \_\_\_\_\_  
Sherri E. Fleming, County Executive for  
Health and Human Services and Veterans Service

**SUBJECT:** Recommendations from Travis County/City of Austin/Austin Independent School District Joint Subcommittee Regarding Chronic Absenteeism in Public Schools

**Proposed Motion:**

Consider and Take Appropriate Action Regarding the Request to Appoint Travis County Residents to the Joint Subcommittee's Family and Children School Task Force.

**Summary and Staff Recommendation:**

On September 28, 2012, the members of the Joint Subcommittee of the Austin City Council, Austin Independent School District Board of Trustees, and Travis County voted to request that each governing body appoint representatives to the Family and Children School Task Force. It was envisioned that the group would be charged with the review and implementation of the recommendations of the City of Austin's Family and Children Task Force Report to address the problem of chronic absenteeism in schools and the related effects impacting our community.

City of Austin Council Members Kathie Tovo and Laura Morrison have put forth for approval by the Joint Subcommittee the names of following persons as possible representatives: Susan Moffet, Heather Way, Kevin Foster, Ed Wendler, Nadia Barrera and Maureen Montoya.

Both Travis County and the AISD Board of Trustees will be responsible for submitting a list of names for consideration as its representatives to the Task Force.

**Background:**

In 2007 – 2008, the City of Austin Families and Children Task Force made recommendation to address declining enrollment in several central city schools due to a lack of affordable housing for families with children, which would have a wide reaching negative impact. This led to the City of Austin's and AISD's collaboration in the development of a joint plan in 2009 and the presentation of priorities to the Joint Subcommittee in the form the Educational Impact Statement which became the basis of ongoing initiatives including the Student Stability Work Group.

In 2009, Joint Subcommittee entities passed a resolution "to assist in the development of policies and programs that are supportive of families and children, and neighborhoods and schools. The Joint Subcommittee, made up of representatives from Travis County, the City of Austin and the Austin Independent School District, is a collaborative group that exists to examine and make recommendations concerning factors which may adversely impact the community and its governing bodies.

Travis County and the Commissioners Court have been committed, along with its community partners, to creating a safer, healthier community for its young people through youth and workforce development programs and its participation in the Travis County Afterschool Network with activities focused on keeping students engaged in education, increasing academic achievement, and improving life skills.

**Budgetary and Fiscal Impact:**

Consideration and direction to staff regarding this item will not affect the County Budget.

**Issues and Opportunities:**

In 2009, the Joint Subcommittee created two task forces, *Truancy +* and *Student Mobility*, to research and formulate recommendations to present to the governing bodies of its partners focusing on student attendance rates and mobility.

The Family and Children School Task Force will be focused on generating policy recommendations aimed at supporting neighborhood schools and retaining families with children in Central Austin and Travis County by revisiting past recommendations and unmet goals, reviewing national best practices, and conducting interviews and focus groups with staff and community members. Areas of exploration will include consideration of current and potential future policies and practices related to collaborative/joint use of civic facilities.



# FAMILIES AND CHILDREN TASK FORCE

AUSTIN, TX

## Report Recommendations

June 24, 2008

June 24, 2008

Mr. Mark Ott  
The Honorable Will Wynn  
Mayor Pro Tem Betty Dunkerley  
Council Member Sheryl Cole  
Council Member Jennifer Kim  
Council Member Lee Leffingwell  
Council Member Brewster McCracken  
Council Member Mike Martinez  
In-Coming Council Member Laura Morrison  
In-Coming Council Member Randi Shade

Re: City of Austin Families and Children Task Force Final Report

Dear City Manager, Mayor and Current and In-Coming Members of the City Council:

Enclosed is the report to the City Council from the Families and Children Task Force. As members of the Task Force, we were honored to serve the city in this capacity. We recommend the report to Council for further consideration and action.

The Task Force has worked diligently for nine months reviewing and identifying best practices, alternative strategies, potential incentives, and other methods to improve the quality of life for families with children in Austin. We reached common ground on a set of recommendations that will provide a voice for families with children in Austin, with the goal of making our city the “most family friendly city” in the nation.

The Task Force was comprised of a diverse group of volunteers, representing housing groups, business leaders, child care advocates, neighborhood leaders, planning organizations, licensing representatives, and AISD, among others. We met with leaders from various community sectors to give us their input into the crafting of the recommendations. We believe that the product of this effort is a step forward in addressing the critical issue of the exodus of families from the central core of Austin.

We submit these recommendations to the Council and we remain willing to participate in dialogue and review these items as the City works to make Austin the best city for families with children. We submit that the appropriate next step would be to provide a public hearing and time for public comment on the Report, which we had hoped to do before final publication.

In closing, we want to acknowledge the hard work of the city staff, in particular, Jason Garza, Steve Barney, Ron Hubbard and Jacob Browning, for their assistance in our efforts. We also extend grateful appreciation to TBG Partners for the formatting of the report.

Sincerely,

City of Austin Families and Children Task Force

### **Families and Children Task Force Members**

Al Beavers	Hispanic Chamber of Commerce
Cathy Echols	Liveable City
Kara Garst	Austin Apartment Association
Lou Guerard	Child Care Licensing Division, TX Department of Family Protective Services
Greg Keyes	Fire Marshall
Rhonda Paver	Austin Child Care Council
Jennifer Peters	Community Volunteer (Co-Chair)
Thuy Phan	HousingWorks
Robert Pilgrim	Real Estate Council of Austin; TBG Partners
Robert Schneider	Austin Independent School District Board of Trustees (Co-Chair)
Marcelo Tafoya	Director, LULAC District 12; Co-Chair, National Civil Rights Commission
Kathie Tovo	Austin Neighborhoods Council
Laura Warren	Mayors Commission for People with Disabilities
Heather Way	Director, Community Development Clinic, University of Texas School of Law

### **City Staff Liaisons to the Task Force**

Steve Barney	Neighborhood Housing and Community Development
Jacob Browning	Neighborhood Planning and Zoning Department
Jason Garza	City Manager's Office
Ron Hubbard	Health and Human Service Department

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## EXECUTIVE SUMMARY

The Families and Children Task Force was formed by the Austin City Council on June 21, 2007 (Ordinance No. 20070621-097). The Task Force was created in recognition that families and children are critical to the vitality of our community. At the same time, the growth pressures that Austin is experiencing have been particularly challenging for families with children. These difficulties are especially pronounced for families attempting to secure quality child care and affordable family-sized housing.

### **TASK FORCE MISSION AND VISION**

The mission of the task force was the following:

Development of policy recommendations that promote and integrate “family friendly” housing, childcare, and other amenities throughout the city for families of all income levels, with a clear plan for implementation.

Based on input received from experts, best practices in other cities, a city-wide survey, and focus groups, the task force developed the following vision of a family-friendly city:

Austin will be a city in which:

- (1) Families of different sizes, needs, and income levels can afford to live in neighborhoods throughout the city, in homes designed to accommodate families.
- (2) All families, including those with children with disabilities, have access to high-quality child care that they can afford near homes or workplaces.
- (3) All children attend excellent public schools that they can reach safely by walking, bicycling, or taking public transportation.
- (4) Pocket parks and playgrounds are interspersed throughout the City, such that all families can walk safely to a park using sidewalks and crosswalks.
- (5) In downtown and throughout the city, public spaces contain amenities that attract and engage children and that serve as gathering places for children and families.
- (6) Recreational activities, events, restaurants, and stores that cater to families with children are found throughout the city and in areas that families with children can safely access by walking or biking.

In keeping with this vision, the task force adopted recommendations in the areas of (A) City Vision and Planning; (B) Child Care Services; (C) Housing; (D) Parks, Recreational Spaces and Cultural Amenities; (E) Schools; and (F) Transportation. A summary of the recommendations follows:

### **CITY VISION AND PLANNING RECOMMENDATIONS**

A first recommendation, that served to guide most of the others, is that the City of Austin mission statement be amended to include the following:

“Austin is committed to being the most family-friendly city in the country and will ensure that its policies and decisions support and enhance the quality of life for Austin’s families with children.”

The other recommendations in this section support this mission by incorporating the perspective of families with children into city process and every major planning decision. Recommendations include:

- (a) forming a Families with Children Commission to examine city policies for their impact on families with children;

- (b) establishing a Families with Children Ombudsperson to ensure that the perspectives of families with children are taken into consideration in city decision-making;
- (c) adding a representative for families with children to each of the relevant city commissions and task forces;
- (d) focusing on the needs of families with children in current and future planning efforts, including the Comprehensive Plan, Downtown Plan, Transit-Oriented Developments and Neighborhood Planning;
- (e) development of Family-Friendly Design Standards;
- (f) creating a map of current amenities for families with children that could guide future planning.

### **CHILD CARE SERVICES RECOMMENDATIONS**

The task force views child care as an economic development issue, and not only a social service issue. This perspective leads to the following recommendations:

- (a) the City of Austin should adopt a statement endorsing the importance of child care to economic development;
- (b) the City of Austin should hire a consultant to conduct a comprehensive needs assessment and strategic plan for child care services;
- (c) a portion of the non-housing in-lieu of fees from density bonuses should be targeted to child care, as should additional city revenues.

The task force also recommends that City Council continue to utilize the Child Care Council for policy recommendations in the area of child care.

### **HOUSING RECOMMENDATIONS**

Recognizing that affordable, family-sized housing is a basic requirement for attracting and retaining families in Austin, the task force recommended that the City target subsidized housing and housing that receives development incentives to families with children.

As a key part of this effort, the City of Austin should create and assist with the funding of a model family-friendly development.

The City also should develop a temporary rental assistance program to keep school-age children in their neighborhood schools, increase the marketing of affordable housing, and partner with local colleges and universities to develop affordable housing for students.

### **PARKS, RECREATIONAL SPACES AND CULTURAL AMENITIES RECOMMENDATIONS**

Parks and cultural amenities create a climate that is inviting to families, attracts families to a neighborhood, promotes healthy life-styles, and can foster a sense of community through the opportunities for social interaction that they afford.

To make parks accessible to all families, the task force recommends that the City set of goal of having a park or public open space, even if it is a small pocket park or urban play space, within a quarter mile of residences within the central city and a half-mile in suburban areas. This goal could be achieved in part through partnerships with private developers and entities such as AISD.

Parks and recreation facilities should include activities for a wide range of ages and abilities. Additional destination parks should be developed, as should safe bicycle and pedestrian paths to public open space.

The City, with various partners, should expand cultural offerings downtown and encourage cultural events throughout the city. A monthly Downtown Family Night could attract families to downtown.

### **SCHOOLS RECOMMENDATIONS**

The schools recommendations highlight the importance of quality neighborhood-based schools and support collaborations between AISD, the City, and other organizations. They support the following positions:

- (a) Neighborhood schools can best serve families with children in the City of Austin.
- (b) Collaborative planning among the City of Austin, AISD and other area school districts is in the best interest of all parties, and the families and children that they serve.
- (c) Financial collaborations represent a valuable opportunity for the City of Austin and the school districts.
- (d) Collaborative facility use should be a cornerstone principle for the school district and City of Austin.

### **TRANSPORTATION RECOMMENDATIONS**

To be truly family-friendly, the City of Austin must increase the efficiency and safety of its transportation network, including pedestrian and bicycle routes.

The Task Force recommendations focus on increasing the availability of safe sidewalks, pedestrian crossings and bicycle routes—particularly in the vicinity of schools, parks and transit stops—and making public transit more usable for families with children.



# I. INTRODUCTION

## PURPOSE

The Families and Children Task Force was formed by the Austin City Council on June 21, 2007 (Ordinance No. 20070621-097). The Task Force was created in recognition that families and children are critical to the vitality of our community. At the same time, the growth pressures that Austin is experiencing have been particularly challenging for families with children. These difficulties are especially pronounced for families attempting to secure quality child care and affordable family-sized housing.

The Task Force, composed of representatives of diverse stakeholder groups and areas of expertise, was charged with identifying concerns in the areas of child care, housing, and transportation; identifying and evaluating best practices from other cities and the literature; and developing a set of recommendations for the Austin City Council.

The Task Force first met on September 26, 2007, and proceeded to work diligently over a period of nine months to identify the relevant challenges, issues, and best practices. The Task Force divided into two subcommittees: a child care subcommittee, and a housing and planning subcommittee.

The Task Force identified a set of problems and issues that confront families with children through consultations with experts and practitioners in the City of Austin, discussions among stakeholders, a web-based survey developed by Task Force members, and several focus group sessions. Members of the Task Force reviewed existing city policies and current family-friendly features, consulted with local and national experts, and analyzed best practices from cities that have sought to create family-friendly environments. Based on these sources of input, the Task Force developed a vision of a community that would be welcoming for families with children. The input and vision were used to develop a set of recommendations that would make Austin into a truly family-friendly city. The Task Force completed its work in June 2008, and now presents this report to the Austin City Council, the Austin Independent School District, and the Travis County Commissioners Court.

## SCOPE AND VISION

During initial meetings, the subcommittees developed mission statements which, when combined, undertook the following:

Development of policy recommendations that promote and integrate “family-friendly” housing, child care, and other amenities throughout the city for families of all income levels, with a clear plan for implementation.

The Task Force defined the scope to mean “families with children” and,



more specifically, families with children under the age of 18 currently residing in the household. Although families without minor children also are important to the character of the community, families with minor children (18 and under) face a unique set of issues. Because the time frame was limited, the Task Force members decided to focus on families with non-adult children.

The Task Force also discussed the geographic scope of its mission. The members elected to develop recommendations to improve the family-centered character of Austin city-wide. However, in recognition that living in the central city imposes particular pressures on families with children, special effort was directed toward improving opportunities for families within the urban core of Austin. The Task Force defined the urban core as consisting of the area bordered by Highway 71 on the south, Highway 1 (Mopac Expressway) to the west, and Highway 183 on the east and north.

Based on the input received from experts, best practices in other cities, the survey, and focus groups, the Task Force developed the following vision of a family-friendly city for Austin.

## **VISION STATEMENT**

Austin will be a city in which:

- (1) Families of different sizes, needs, and income levels can afford to live in neighborhoods throughout the city, in homes designed to accommodate families;
- (2) All families, including those with children with disabilities, have access to high-quality child care they can afford near homes or workplaces;
- (3) All children attend excellent public schools that they can reach safely by walking, bicycling, or taking public transportation.
- (4) Pocket parks and playgrounds are interspersed throughout the city, such that all families can walk safely to a park using sidewalks and crosswalks.
- (5) In downtown and throughout the city, public spaces contain amenities that attract and engage children, and serve as gathering places for children and families.
- (6) Recreational activities, events, restaurants, and stores that cater to families with children are found throughout the city and in areas that families with children can safely access by walking or biking.

The Task Force believes that this vision can be achieved by making a commitment to families with children as one of the top city priorities. A first step is for the City of Austin to adopt the following mission statement:

“Austin is committed to being the most family-friendly city in the country and will ensure that its policies and decisions support and enhance the quality of life for Austin’s families and children.”

This commitment should then be realized through structures and policies that ensure every major city policy is evaluated for its effect on families with children.

The Austin Independent School District (AISD), other school districts that serve Austin children, and Travis County are also responsible for policies and services which affect families with children in Austin. The Task Force believes Austin’s children and families can best be served through the active collaboration of these entities and has developed recommendations to promote such efforts. Several recommendations are directed specifically to AISD, given the school district’s large impact on children and neighborhoods in Austin.

**THE ISSUE: KEEPING FAMILIES WITH CHILDREN IN THE CITY**

As stated in findings by the Austin City Council, families hold the key to much of what makes Austin unique and special. Families are an integral part of our community fabric and sustain our city's creative energy and creative capital. Yet, families with children face unique and growing challenges to live in the urban core of Austin. These challenges include access to quality child care that is affordable, appropriately designed affordable housing, and transportation.

As Austin's urban core undergoes rapid densification, housing and other amenities for families with children are failing to keep pace and, indeed, are being lost. New condominium developments are displacing child care facilities and affordable housing, and the new developments are being designed for singles, childless couples, and empty nesters—not families with children. While many families with children do want to live downtown and in the urban core, these areas offer few affordable options and amenities for families.<sup>1</sup>

"[T]he very things that attract people who revitalize a city—dense vertical housing, fashionable restaurants and shops and mass transit that makes a car unnecessary—are driving out children by making neighborhoods too expensive for young families."

Timothy Egan, "Vibrant Cities Find One Thing Missing: Children,"  
New York Times (March 24, 2005)

One of the biggest challenges for families in Austin is housing. According to Ryan Robinson, City of Austin demographer, "The steep increase in the cost of housing within the city over the past few years has put intensified pressure on urban families and could result in driving these households out of the city."<sup>2</sup> In some areas of the City of Austin, housing values more than doubled in just the five-year period between 2000 and 2005. Austin is at risk of following Portland's fate, where average housing costs doubled over the course of ten years from \$158,000 to nearly \$332,000. During this time period, the Portland public schools suffered an enrollment drop of more than 11,000 students, or an average of 10 children per school each year. As a result, the school district has had to close eight schools in the past four years alone.

Although Austin has not yet seen the exodus of families from the city that Portland has experienced, the total share of families with children in the City of Austin has been declining, from a high of 38 percent in 1970, to 27 percent of the population in 2000. On the share of families with children measure, Austin lags behind the statewide average (37 percent) and the national average (33 percent). Among families with children, in Austin 69 percent are two-parent households, while 31 percent are single-parent households. Accompanying the reductions in percentages of families with children is a decline in the percentage of middle class families in the city. Nationwide, the percentage of middle income neighborhoods in the 100 largest metropolitan areas dropped from 58 percent to 41 percent between 1970 and 2000.<sup>3</sup> Austin is showing the same trend, though perhaps to a lesser degree (decreasing from 40 percent to 36 percent over the past ten years). The loss of families and, in particular, the loss of middle class families can have profoundly negative effects on the stability of the city, eroding support for core institutions such as schools and important city services such as parks, libraries, and public safety.<sup>4</sup>

The City of Austin's planning processes do not currently ensure that the interests of families with children are considered and incorporated into new city plans. For example, the city's neighborhood planning process does not require consideration of the particular needs of families with children, nor does a menu of options exist that would help neighborhoods encourage design features and amenities which are attractive to families with children. Likewise, the 2008 Phase One of the Downtown Plan includes no discussion on how to ensure that the Austin downtown is an accessible and attractive place for children. Similarly, the most recent annual and five-year consolidated plans of the Neighborhood Housing and Community Development Department do not include any housing production goals that are specific to families with children. As yet another example, the most recent draft of the Parks and Recreation Department's Town Lake corridor plan does not take into consideration any special interests of families with children.

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A family-friendly city will not come about on its own: For Austin to succeed in attracting and retaining families, the City will have to make this goal a central focus of its planning efforts and develop specific procedures to ensure that the interests of families with children are considered in every major planning decision. A clear commitment to families, accompanied by focused and collaborative planning efforts, is essential if families with children are to find the housing, child care, quality schools, parks, and other amenities that will make Austin attractive to them.



## REASONS FOR CREATING A FAMILY-FRIENDLY CITY

Families with children are critical to the growth, diversity, vibrancy, and economic vitality of a city. On the economic front, a recent analysis shows that the strongest job growth has consistently been in regions with the largest net in-migration of young, educated families ranging from their mid-20s to mid-40s.<sup>5</sup> Married families with children tend to be the people who make economies go. As Joel Kotkin writes in the Wall Street Journal, “[I]f you talk with recruiters and developers in the nation’s fastest growing regions, you find that the critical ability to lure skilled workers, long term, lies not with bright lights and nightclubs, but with ample economic opportunities, affordable housing and family-friendly communities not too distance from work.”<sup>6</sup> Family-friendly cities have seen the biggest net gains of professionals not only because they attract workers, but they retain them through their 30s and 40s.<sup>7</sup> Families with children are also an important source of tax revenue and valuable consumer base.<sup>8</sup> Put succinctly, “families provide the most reliable foundation for successful economies.”<sup>9</sup>

The provision of quality and affordable child care is an important economic driver in and of itself. If Travis County were to lose its center-based child care services, the direct financial impact would be just over \$1 billion—\$232.9 million from formal child care operations and \$773.2 million from reduced workforce availability. Access to affordable child care services affects the productivity and satisfaction of the local workforce; impacts the local economy; and provides a measurable return on

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investment.<sup>10</sup> Subsidized support to allow low-income families to access high quality child care programs yields additional benefits. A RAND Corporation analysis estimates that every dollar spent on high-quality child care programs for low-income children ultimately will yield an economic return of \$1.26 to \$17. These returns are in the form of diminished needs for special education classes, higher high school and college graduation rates ,and, ultimately, reduced dependency on welfare.<sup>11</sup>

In addition to the economic impacts, retaining families with children offers cultural, social, and political benefits to cities. The personality, voice, and character of a city are defined not by buildings but by the people who live in them. Children “provide additional diversity and vibrancy to cities, which in turn makes them more attractive places for all people.”<sup>12</sup>

Members of the American Planning Association overwhelmingly endorsed, in a 2008 survey, the views that families are important to the growth, sustainability, and diversity of a city—and communities which keep people for the whole life cycle are more vibrant. A recent study conducted by the CEOs for Cities—a national network of mayors, company executives, and civic leaders—echoed these views and found that the loss of families with children contributes to middle class flight, reduces the diversity and vibrancy of a city, and undermines advocacy for city services such as libraries, parks, and public safety.<sup>13</sup> Parents tend to have more at stake in a city than other constituencies, are more stable and connected to the community, and are therefore more active in city government and have more power to shape city policy.<sup>14</sup> In contrast, cities with fewer children are more transient and less stable.

It is not only city services that suffer if a city fails to attract and retain families. Families with children, particularly middle class families with children, are also an essential constituency for the public schools. If Austin fails to recruit young professional families with children, the quality of the public schools will suffer. When children leave a school district, the district loses directly, through the loss of funding, and indirectly, through reductions in public commitment to the schools. In many U.S. cities, public schools are failing, which exacerbates the social inequities of those cities: The city becomes two cities, one comprised of childless professionals and wealthy families who send their children to private schools, and the other consisting of poor families (primarily renters) whose children are stuck in under-funded, under-resourced, and under-achieving public schools. The poor public schools then further discourage middle class families from locating within the city. Austin ISD has not yet reached this tipping point, as it boasts many high quality schools even in the urban core but, with its student body now composed of more than 60 percent low income children, it is a district at risk.

In summary, families with children are key to a city’s success. “Most urban leaders believe that cities devoid of children will be much less desirable places to live with much less secure futures.” As another expert noted, “Having fewer children really diminishes the quality of life in a city.”<sup>15</sup> Based on observations such as those described here, one expert has observed that “the obsession with luring singles to cities is misplaced. Instead, the emphasis should be on retaining young people as they grow up, marry, start families and continue to raise them.”<sup>16</sup>

Nationally, city leaders are recognizing the importance of families with children to success of their cities. City of Portland Mayor Tom Potter has argued, “A city’s health should be judged by its youngest citizens.”<sup>17</sup> San Francisco’s Mayor Newsom has said, “A City without children is a city that has no future.”<sup>18</sup> As Austin looks to its future, our leaders likewise need to acknowledge the importance of children to the vitality of the city and develop a plan that works for our children.



## II. SURVEY AND FOCUS GROUP RESPONSES

In March 2008, the Task Force conducted an online survey to gather information from Austin-area residents about Austin’s family-friendly features and what kinds of things could be done to make Austin a better place for families with children. The survey was completed by 1,059 persons. The Task Force also conducted three focus groups of parents to discuss in more detail the issues facing families and children in the City of Austin. The parents included lower-income, middle-income, and upper-income mothers; single parents and married households; working mothers and stay-at-home moms.

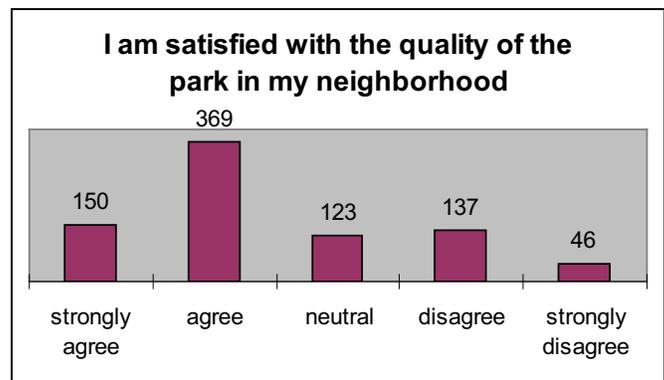
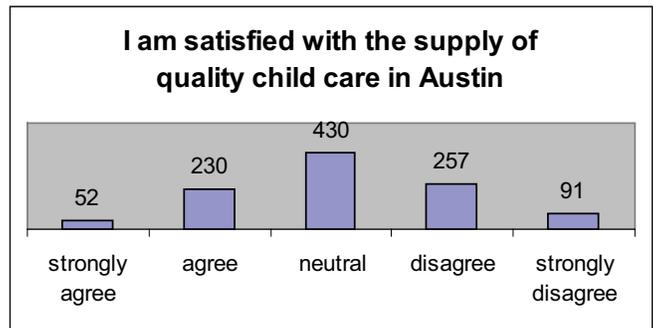
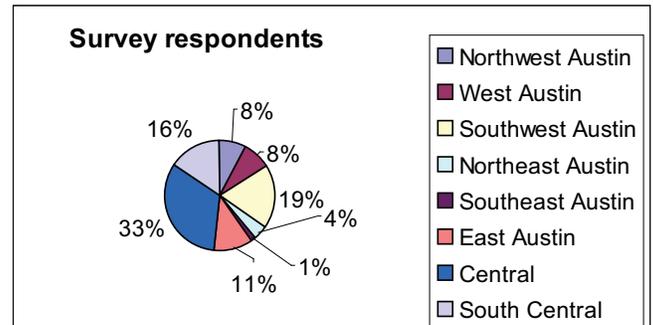
The online survey included five narrative questions asking survey participants to describe the best things about Austin as a whole and their individual neighborhoods for families with children, and also the worst things about Austin and their individual neighborhoods for families with children. Survey participants were also given the opportunity to offer their suggestions for making the city more family-friendly.

While, overall, survey participants believe Austin is a family-friendly city, the participants targeted many different areas of concern and ideas for improvement. Participants expressed fear that new development threatens to change the City’s family-friendly culture and the amenities Austin has to offer for families with children.

Austin families clearly value the many outdoor amenities for families—Zilker Park and the city’s other parks and green spaces made the top of the “best of” list in the survey. The city’s climate, free public pools, and numerous outdoor festivals and activities all contribute to the family-friendly nature of Austin. Austin families also reported satisfaction with an overall community culture that supports families with children, along with the many different cultural activities available for children and the city’s numerous child-friendly restaurants. Survey participants also noted the city’s decent public elementary schools, at least in certain parts of the city. In their neighborhoods, families value living in a place with a strong sense of community and being near other families with children. Families also enjoy being able to walk to a local green space for outdoor play and to local restaurants and stores that are family-friendly. Being near a good elementary school is also important for Austin families.

On the other hand, Austin families also have concerns about the City of Austin and its support of families and children. Top concerns are:

- lack of affordable quality child care;
- lack of affordable housing in the central core
- lack of child-friendly open space



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- low quality middle schools and high schools and disparate quality of elementary schools
- lack of sidewalks and dedicated bike lanes
- traffic and inadequate public transportation

Families expressed the most concern about the lack of affordable, quality child care and housing. Many families also expressed frustration with the lack of sidewalks and bike lanes in Austin's neighborhoods. Many families who want to be able to walk or bike to their neighborhood park, school, or local stores are unable to do so because of the lack of sidewalks and bike lanes as well as speeding cars, and so must rely on their car instead. In the same vein, families expressed frustrations with the city's outdated transportation network—long commutes in cars and on buses results in parents spending less time with their children.

Another top concern is the city's public schools. A family's ability to access a high performing school in Austin depends on their income and where they live. Survey respondents were especially troubled by the quality of AISD's middle schools and high schools, and large or overcrowded schools. Respondents expressed a general concern with the city's huge disparities in access to family-friendly resources based on where families live and their income.

Finally, while families generally regard the city's parks and pools as a strength, they also identified several weaknesses with these amenities and potential areas for improvement. One out of four survey respondents do not live within walking distance of a park. Families expressed concerns with the existing park infrastructure including the lack of playscapes, the lack of shade, and short hours at pools. Families also reported wanting to see more indoor activities for children available throughout the City and additional cultural amenities such as a science museum.

The focus group members echoed these concerns. In general, the participants think the City of Austin is doing a relatively good job at being family-friendly, but expressed concern that as the central city undergoes densification, Austin is becoming less friendly to families. The new condominiums and other new developments in the central city are not designed for families, and these developments are displacing important family amenities such as child care centers. Moreover, while the City of Austin has grown, its services have not caught up with the increases in the number of families.

#### **SURVEY RESPONSES:**

*"In my mind, the day care issue is absolutely critical to address. It is impossible to be a contributing member to our society if your children are not safe. Daycare needs to be safe and affordable. \$700-1000 a month for an infant is NOT affordable."*

*"Austin has many great attributes for families and as it grows it is imperative that it maintains its family friendly environment especially downtown."*

*"We know we're lucky to live in a really nice neighborhood and community, but we're soon going to have to move out of it due to high rental rates, and there's no way we'd ever be able to afford a home in it."*

*"Austin is a great place to have kids. My neighborhood has a sense of community, but it would have more of one if able to get out and walk around without fear of being run over."*

*"We're very happy living in central Austin. I just wish there was more focus on families living in the city rather than just young professionals (condos, etc.). Maybe this survey is the start of that."*

### III. BEST PRACTICES

#### WHAT MAKES A FAMILY-FRIENDLY CITY

Family-friendly cities are about more than providing good social services for families; they are about creating environments that support children in every stage of development.<sup>19</sup> Families want to live in safe, vibrant, walkable neighborhoods near pleasant, green open spaces and recreation areas that are accessible to children. They need access to quality child care and schools. And they need to be able to afford a safe home that has enough bedrooms and is designed with children in mind.<sup>20</sup>

When families with children are deciding where to live, they are looking for not only family-friendly housing units but also family-friendly neighborhoods—they need and desire a community that supports the development of children. Market studies have established that some of the key priorities for families are:

- affordability
- safety
- privacy
- sufficient indoor space (three bedrooms and one to two full bathrooms)
- outdoor play space; and
- proximity to quality amenities such as child care, schools and parks.<sup>21</sup>



Many families with children are willing and interested in living in smaller spaces in urban areas—if the spaces are designed in a way that supports the raising of children. Lack of overall space can be compensated with smart design features such as including more but smaller bedrooms; storage for strollers, bikes, and toys; and the provision of common indoor and outdoor areas to play.

In terms of access to outdoor space, both softscape and hardscape areas are important. Children need access to private or nearby public pathways for biking and running around. Children also need access to complex play features beyond simple play units that have just one obvious use, such as jungle gyms or swings. Complex play areas provide for active, creative play, and manipulation, such as a table with digging equipment or a playhouse with supplies.

#### FAMILY-FRIENDLY COMMUNITIES ARE COMMUNITIES WHERE FAMILIES ENJOY:

HOUSING AT AFFORDABLE PRICES

CHILD CARE

PARKS

PEDESTRIAN PATHWAYS

QUALITY PUBLIC SCHOOLS

SAFE NEIGHBORHOODS

AND OTHER FEATURES THAT PROMOTE FAMILY WELL-BEING

Additional amenities that are important to creating family-friendly neighborhoods include nearby access to:

- Public transit
- Libraries
- Child care facilities
- Recreation centers
- Grocery stores



### **CITY VISION, GOALS, AND PLANNING PRACTICES**

An important aspect of being a child-friendly city, especially in a climate of densification and change, is setting a city vision of being family-friendly and incorporating that vision into city planning practices. A 2008 American Planning Association study of urban planners found that U.S. cities branding themselves as “family-friendly” were more likely to:

- Include families in comprehensive plans
- Advance the interests of families in zoning regulations and site plan reviews
- Create better built environments, particularly housing
- Use a broad array of financial tools
- Involve families in planning processes.<sup>22</sup>



Several cities have made it a priority to create a family-friendly city. In Denver, for example, under the mayor’s leadership the city launched the Youth-Friendly City Initiative, with the goal to make Denver the #1 Child-Friendly City in the United States.<sup>23</sup> The Mayor of Portland has also made children a priority in his administration.

Creating a family-friendly city requires a change in the way traditional city planning is conducted by requiring a city to examine city policies from the viewpoint of children and to assess how the policies impact the needs of children. Thus, for example, when public spaces are designed, they should be designed with consideration for how children would use the space. In planning a transit system, a family-friendly city would therefore:

- Examine every aspect of a transit system from the perspective of a child in a stroller
- Limit bus transfers on routes that children frequently use
- Ensure that every part of a transit system is safe, affordable, and welcoming to a child
- Explore pedestrian routes to ensure they are usable and safe for children
- Increase a child’s ability to safely walk and bike to school and activities.



In Nova Scotia, Canada, the province has adopted “Child & Youth Friendly Land-Use and Transportation Planning Guidelines,” which state that each municipality should designate a staff member who is responsible for bringing a child’s perspective to transportation and



land use planning issues. The needs of children and youth are to receive as much priority as other people and businesses. This change in perspective can result in changes as simple as changing the grades of sidewalks.<sup>24</sup>

An additional component of making planning practices child-friendly is to seek the input and involvement of children. The United Nations Child-Friendly Cities Program states that one of the key components of a child-friendly city is that it involve young people in local decision-making. Denver is following the United Nations' principles by creating opportunities for children to have meaningful participation in the city's planning processes and by creating a city full of child-friendly spaces. The City of San Francisco similarly has a Youth Commission which involves youth in city planning. In Chicago, the Imagine Chicago program, a partnership of community builders, youth, and educators, provides youth with a role in planning for the city's future.

The CEOs for Cities recently commissioned a year-long study on what cities can do to attract families with children. The study lists many additional planning and related strategies that cities can take to support city families in their day-to-day lives.<sup>25</sup>

## **DESIGNING HOMES AND NEIGHBORHOODS FOR FAMILIES**

While many families with children will want to live in the suburbs no matter what type of amenities are offered in the urban core, there are also many families who are interested in living in the urban core if the right amenities are offered.<sup>26</sup> Yet, because new and denser urban development is not typically family-friendly, several cities have adopted design standards to create family-friendly housing and neighborhoods in the denser urban core. Here is a summary of some city efforts to design more family-friendly housing and neighborhoods in the urban core:

- The City of Vancouver is the poster-child of family-friendly downtowns. The city was the first to adopt requirements and guidelines for the construction of high-density housing specifically for families with children.<sup>27</sup> The guidelines cover everything from site selection and surrounding land uses to unit layout and storage. For example, the guidelines state that sites selected for family housing development should be close and have safe access to an elementary school, a playground, a day-care center, an afterschool care facility, a community center, grocery store, and public transit stop. There is also a suggested minimum of twenty family units in any single development project.
- The City of Portland recently established a set of design principles for child-friendly housing through the city's infill courtyard design competition. The city invited architects from around the world to submit designs for family-friendly housing oriented towards shared courtyards that would allow for denser housing in the urban core. A catalog of the winning entries is available at <http://www.courtyardhousing.org/>. The City of Portland plans to facilitate construction of the designs by providing funding to adapt the designs to building sites and encouraging developers to partner with the winning designers in a design-build competition.<sup>28</sup> Several additional initiatives are underway to make Portland's Pearl District in the urban core more family-friendly, including a review of the needs of families wanting to live downtown that will be part of the city's central city plan update, the development of affordable apartments which will include a child care facility on-site, and a new neighborhood park.<sup>29</sup>
- In Seattle, a recent city-supported initiative is focusing on the urban core to create family-friendly urban neighborhoods. The project is in the process of suggesting policy recommendations in the areas of public and open spaces along with affordable family-sized housing for the central city. The project is involving children in the planning process. The city is also undergoing a review of its height and density bonus policy to consider using density bonuses and other incentives to achieve more housing suitable for families.

## **ECONOMIC DEVELOPMENT STRATEGIES TO ENHANCE CHILD CARE OPPORTUNITIES**

As discussed above, there is a direct link between child care access and the economic vitality of a region. As a result, cities nationwide have been linking the development of child care opportunities with economic development strategies.<sup>30</sup> Some strategies of note include:<sup>31</sup>

## ○ **INFORMATION, TECHNOLOGY AND MANAGEMENT STRATEGIES**

- Collective management strategies, such as Child Care Ventures in Santa Cruz, California, one of several efforts across the country where child care centers ally together to manage administrative costs as a group, which leads to economies of scale and the sharing of costs for staffing, purchasing, pools of substitute teachers, and the like.

## ○ **LABOR STRATEGIES**

- Workforce child care policies supporting on-site child care at businesses, employer contracts with child care centers, the availability of Flexible Spending Accounts (FSA), and employer-sponsored child care.<sup>32</sup>
- Professionalization of the child care sector, supporting links between training and compensation, links to Quality Rating Systems, and business-college partnerships.<sup>33</sup>
- Workforce development and child care subsidies from the public sector, including the use of federal dollars to provide child care subsidies for low-income working families.<sup>34</sup>

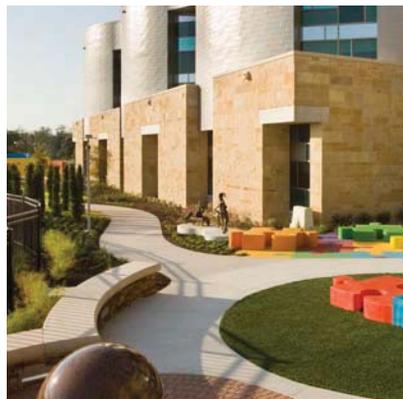
## ○ **CAPITAL STRATEGIES**

- Facility finance strategies can encourage local banks, local real estate developers, and others with technical expertise in business, capital, and land acquisition issues to partner with the child care services community to develop strategies for funding and building child care centers. There have been several efforts of this kind at the state and local level, including in Connecticut, Ohio, and Minneapolis.
- Capital strategies to enhance quality, including loan forgiveness linked to quality rating improvements, increased child care subsidies based on center quality, or required subsidies provided by land developers in return for tax abatements.

## **EXPANDING CHILD CARE SERVICES THROUGH LAND USE AND TRANSPORTATION PLANNING**

Several cities nationwide have made substantive efforts to improve child care services through extensive land use planning, transportation planning, and related policies. For example, building child care services into transportation planning can reduce congestion and commuter time. Child care centers can be located near transportation hubs with ISTEA and CDBG funds. Cities in Florida (Orlando) and California (Santa Clara, Oakland) have used this approach in funding child care sites. Other cities (Winston-Salem, San Francisco, Newark, and Colusa, California) have used flexible housing funding, CDBG grants, and Low Income Housing Tax Credits (LIHTC) to place child care centers near housing hubs.<sup>35</sup>

California appears to be a forefront of integrating land use planning with child care, in particular through the state's Local Investment in Child Care (LINCC) project, which encourages the development of land use policies that incorporate child care. Though these efforts range considerably from place to place, they include the use of impact fees from real estate developers to



fund child care services (San Francisco, Concord, Santa Cruz) and investment in planning to coordinate child care, transportation, and other infrastructure (Butte County).

Additional examples include:

- San Francisco has built into the City Code a requirement that development projects set aside child care space or contribute to a Child Care Capital Fund. San Diego has contributed land for twelve child care centers. Palo Alto provided land at a reduced rent to a child care center serving ninety-two children.
- Detroit, Minneapolis, and Seattle provide economies of scale for administrative services (eg., accounting) to child care facilities through comprehensive planning. Redwood City, California, has provided child care center space in community centers.
- Mountain View, California, uses recreation and park sites to locate child care centers. In Vancouver, child care services are incorporated into all city planning.
- The State of Vermont requires that all city planning incorporate child care services. Wisconsin has made efforts to build child care centers as part of industrial parks.
- California provides density bonuses for residential developments that include child care space. San Mateo County's Congestion Management Plan considers on-site child care as a traffic mitigation measure available to large development projects.
- North Carolina initiated Child Care WAGE\$ Project, which provides salary supplements for child care providers who work with children zero through five and TEACH Early Childhood Project, which provides scholarships to child care workers to complete education and increase income. This program has been very successful. Bakersfield, California, and Arvin, California, eliminated conditional use permit requirements for large family child care homes and eliminated child care permit fees.

## CREATING SAFE STREETS

Street redesign is another important aspect of creating family-friendly communities. The transformation of streets into areas that are safe for bicycling and outdoor games can lead to a dramatic increase in play activity and physical activity of children.<sup>36</sup> Many cities close streets to vehicles on the weekends or other times during the week to create places for children to play and neighbors to socialize. In Bogota, Columbia, for example, the city closes 120 kilometers of roads to motor vehicles for seven hours each Sunday and opens them to people of all ages to ride bikes, jog, and gather. Likewise, in Paris, France, many neighborhood streets shut down on weekends and holidays and are transformed into children's play zones. In Curitiba, Brazil, six blocks of downtown are transformed each weekend into a pedestrian zone, including a children's painting zone.<sup>37</sup>

In Holland, the Dutch design their streets (called Dutch Woonerfs, or mixer courts) with children in mind by creating shared spaces. Streets combine creative traffic calming devices including paving, plantings, and street furniture such as lampposts and benches, to enable slow-moving local traffic and children to use the same space. The shared space concept, according to the Congress for New Urbanism, is "the biggest recent innovation in European street design." The City of Seattle has recently started to adopt this concept in a transit redevelopment area next to downtown, through a set of new street design guidelines.<sup>38</sup>



## HOUSING TARGETS

Housing targets enable a city to plan specifically to meet the specialized housing needs of different housing types, including families with children. Arlington County, Virginia, for example, has set a goal of targeting its affordable housing units to a set of priority households. Sixty-five percent of all housing units funded by the county will be targeted to families with children, while 20 percent are targeted to seniors, and 15 percent to persons with disabilities.<sup>39</sup>



## PARKS WITHIN WALKING DISTANCE

Providing parks within walking distance is an important amenity for a family-friendly city, especially in cities undergoing densification where homes lack yard space. If a park is more than half a mile away, “most people will either skip the trip or they will drive.”<sup>40</sup> Accessible parks have other benefits such as increasing physical fitness and allowing “neighbors to connect during morning playground sessions, lunchtime picnics, afternoon pickup games, after-dinner strolls, or weekend festivals.”<sup>41</sup> In many ways then, residents’ distance from a park is a more important measure than absolute amount of parkland in a city.

Denver, Long Beach, California, Seattle, Minneapolis, and Chicago are touted as the best cities in the country when it comes to creating parks that are accessible within walking distance.<sup>42</sup> Minneapolis is the most successful—99.4 percent of the city residents live within six blocks of a park. This standard dates back more than fifty years and is part of the city’s park board policies. Denver has had a goal that all residents should be within six walkable blocks and, in the city’s 2003 master parks plan, the city set a three-block goal for its newer, denser subdivisions. As of 2004, close to 90 percent of the city’s population lived within six blocks of a park. The city achieved this goal in part by repurposing land for parks and converting sites into learning landscapes, along with a sizable bond package. In Seattle, the half-mile standard is close to being met, and for denser



neighborhoods, the city has a goal of 1/8 mile so that every urban village in the city has a park or mini-park. In Chicago, which has more than 500 parks occupying 7,000 acres, more than 90 percent of the city's 2.9 million residents have a park or play lot within a half mile of their home. In the 1990s, the city created a "City Space" plan which identified gaps in parkland and led to the earmarking of impact fees to create new parks within walking distance of residences. The city now has a goal that residents should live within 1/10 of a mile from a pocket park.<sup>43</sup>

In addition to public park areas, multi-family, mixed-use projects, and higher-density single family developments should be designed to accommodate children's and parents' need for outdoor space. One set of site design guidelines for medium-density housing includes for the following considerations: (1) Children need safe, uninhibited outdoor play for their physiological and mental health; (2) Parents need to be able to allow their children outside without constant, close supervision; (3) The environment around children's homes needs to be safe from traffic, pollution, and unnecessary physical and social hazards; (4) Children need easy, casual access to other children without a formal invitation to play; (5) Children need to create private spaces for themselves (for example, tree houses, forts, or clubhouses) on wild and unmaintained ground away from public view.<sup>44</sup>

### **TRANSFORMING PUBLIC SPACES INTO AREAS WHERE CHILDREN CAN PLAY AND EXPLORE**

Creating play spaces for children does not necessarily mean creating specialized one-acre playgrounds for children every six blocks, especially in places like downtown, as long as the city as a whole is made available to children to explore and play in. Thus, whenever public spaces are planned, a city should consider including child-friendly features. For example, the outdoor Pearl Street Mall in Boulder is filled with stone creatures for children to climb on and other areas for children for exploration and play. In Portland, when the city designed the Jamison Park in the dense Pearl District near downtown, the city included a

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water feature area for children. The Powell Barnett Park in downtown Seattle includes a tricycle maze and interactive spinning toys. The Sound Garden, located along the lakefront in Cadillac, Michigan, incorporates play wood and metal sculptures that also function as instruments.<sup>45</sup> With creativity, parks and outdoor play spaces can also be created in unlikely places such as converted parking lots and alleys.

## **EXPANDING OUTDOOR PLAY OPPORTUNITIES FOR CHILDREN**

Most traditional playgrounds focus on the development of a child’s gross motor skills. In response to research that children need exposure to a variety of challenging play opportunities, many cities have embarked on the creation of adventure playgrounds that offer creative play opportunities, in addition to more traditional running, jumping, and climbing activities. The Imagination Playground in New York City, for example, “combines sand, water, ‘loose parts’ and play associates to encourage a constantly changing environment where children can play, dream and build.”<sup>46</sup> Children have access to play props such as building blocks, buckets, brooms, and shovels, along with carts, wagons and wheelbarrows that allow kids to load, unload, and move stuff around.

## **PARTNERSHIPS BETWEEN SCHOOLS AND COMMUNITIES**

The City of Denver’s Learning Landscape Programs has transformed 46 neglected elementary school yards into attractive and safe multi-use resources, with \$10 million in bond funding. A collaborative process involving community members, school officials, teachers, and students, resulted in the design of new school yards open to the community for public use outside of school hours. The new yards include common gathering areas, shade, natural and cultivated gardens, outdoor art, improved hard surface games and educational elements, a range of developmentally appropriate play equipment, and creative play elements. “For the elementary school children, these revised playgrounds provide participatory landscapes for outdoor learning, improved outdoor recreation and play opportunities, improved appearance of the grounds and a reinvigorated sense of community. For Denver neighborhoods, this revitalization reclaims the school’s historical role as a focal point in the community.”<sup>47</sup>

In Houston, parents who wanted to bolster support for a neighborhood elementary school created the Travis Elementary School “Dinosaur Park.” Working with volunteer architects, engineers, designers, writers, and others, the neighborhood group created a joint school playground and public park that features a jogging path, sandbox, tricycle path, and other play equipment.<sup>48</sup>



Dinosaur Park received funding from the SPARK School Park Program, a nonprofit organization operating out of the Houston Mayor's office and focused on developing school grounds into neighborhood parks.

School districts, municipalities, urban planners, and environmentalists alike have recognized the value of creating school campuses that also house programs serving the broader community. Joint-use campuses, several of which now exist in Austin, allow public entities to maximize scarce resources while offering new or expanded services and promoting community support for neighborhood schools and the school system. Some private uses can even provide a significant up-front investment for construction or an ongoing revenue stream to offset facility maintenance and operations costs.

Many joint-use campuses seek to meet the health and social services needs of a community, providing space for community medical clinics or child care. Clinton Middle School in East Feliciana, Louisiana, for example, provides space for a full-service health clinic for students and the general public.<sup>49</sup> Others offer adult learning opportunities or share facilities—such as a theater or a fitness center—with the general public; one high school in West Virginia even includes a bank branch office within its building.<sup>50</sup> Strong models of joint-use facilities exist throughout the nation. Elizabeth Learning Center in California offers a health clinic, mental health services, integrated case management for families, adult education programs, and afterschool tutoring—in addition to serving students in pre-kindergarten through twelfth grade<sup>51</sup>. Edison School/Pacific Park Project, a collaboration between the City of Glendale, California, and the local school district, resulted in a multi-use project featuring an elementary school and community center, with the cafeteria, gymnasium, computer classrooms, library, park, outdoor theater, basketball courts, and parking functioning as shared facilities.<sup>52</sup>

While planning and policy documents tend to focus on the construction of new school-community campuses, publications of groups such as the National Trust for Historic Preservation and Smart Growth America also highlight projects in which older school structures are renovated and redeveloped, often making possible new, non-academic uses. In Newport, Rhode Island, for example, the school district renovated a historic middle school, and the campus now functions both as an educational institution and community center.<sup>53</sup> A collaboration that included healthcare providers and the local school district resulted in the renovation and expansion of a neighborhood elementary school in St. Louis, Missouri, to include a community center, child care, and a teen center.<sup>54</sup>

School districts can also partner with government and the private and nonprofit sectors to enhance and expand curricular offerings. In partnership with the business, art, government, and technology communities, the Minnesota Interdistrict Downtown School integrates its academic program with the surrounding urban fabric. All of the downtown serves as its campus; K–12 students attend classes at the school as well as in “external labs” offsite.<sup>55</sup> Classroom teachers involved in Project LEAP in Palm Beach County, Florida, collaborate with professional dancers in developing and team-teaching art-based methods for math, science, social studies, and language arts.

## IV. ADDITIONAL CITY INITIATIVES

### VANCOUVER: A MODEL APPROACH



While most downtowns have lost families with children, the number of children living in downtown Vancouver has doubled within just five years, between 1996 and 2001. By 2001, 5,680 children were living in Vancouver's 2.3 square mile downtown. In 2004, the city opened a new elementary school in an inner-city neighborhood for the first time in 30 years. The growth in families with children is the direct result of city planning efforts and the dedication of city officials that the city would not become a city of the childless rich. The key city policy to fulfilling this vision is a requirement that 20 percent of units in developments must be for low-income residents and 25 percent must be family-sized units. The family-size units are typically town homes surrounding residential towers. Parks and playscapes are integral to the developments.<sup>56</sup> Extensive development guidelines include other requirements to support the needs of families in dense developments. These requirements are discussed briefly above under Designing Homes and Neighborhoods for Families.

In developing the guidelines, the City of Vancouver first conducted research on families' housing choices and found that the number of bedrooms in a project is more important than the density. Moreover, density can be mitigated by factors such as location close to day-care, schools, shopping, and transit, as well as project design including open space and play areas. For example, the False Creek Community in Vancouver includes twelve-foot sidewalks, double rows of trees, an arts and recreation center, a children's center, and an elementary school that is at capacity.<sup>57</sup>

City planning efforts in Vancouver have resulted in an array of public amenities that support children in the urban core, including child care and community centers, parks, playgrounds, and land for schools.

### SEATTLE: A COMPREHENSIVE APPROACH



In the 1980s, Charles Royer, the Mayor of Seattle, created a Kids Place initiative. The initiative is credited with "helping stem the exodus of families with children from the city."<sup>58</sup> Through the initiative, the Mayor fostered a city government culture that

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supported all children. Along with creating a policy plan for children and a children and youth commission, the Mayor required every city department to include an item in its budget that benefited children.<sup>59</sup> The city developed family support centers, and commercial businesses placed logos in their windows indicating that they were kid-friendly businesses. The initiative included marketing the city's neighborhoods to young families and making urban parks more family-friendly.

Norman Rice, who replaced Royer in 1990, expanded the initiative by creating the city's Comprehensive Child Development Program, which subsidizes child care for low-income working families. Under Rice's leadership, the City of Seattle proactively encouraged family-friendly workplaces and supported parents to complete job training programs and find jobs. The city created an elder services program and advocated for decent elder care to help offset the burdens that elder care can place on working families. Moreover, the city created a Families and Education levy, which generates \$8.5 million a year in funding for services—such as teen health centers and afterschool programs—to tax support families and help children succeed in school. Building and land use codes were modified to encourage housing development with families in mind.<sup>60</sup>

The city's initiatives appear to be working. Despite the fact that the city has built few traditional houses since 2000, the city's percentage of families with children increased between 2000 and 2005, while declining in the rest of the county.<sup>61</sup>

### **SAN FRANCISCO: PLAYING CATCHUP**



San Francisco has the lowest percentage of families with children of any U.S. city—only 19 percent of households in the city have children, compared to 33 percent of the nation. The city recently conducted a study to determine why families were leaving the city, and the biggest reason was the cost of housing.<sup>62</sup> Mayor Gavin Newsom has initiated a series of initiatives to attract families with children back into the city. These include: coordination of services between the city and the school district, provision of health care to the city's uninsured residents, a working families tax credit, and the reallocation of housing resources to address the needs of families. The city has formed a Policy Council on Children, Youth & Their Families to oversee the development of new policies, including the implementation of a housing plan for families with children. The housing discussion draft plan contains the following six policies:<sup>63</sup>

1. Create a plan to close the family housing gap with specific, measurable targets.
2. Adopt a definition of family-friendly housing for use by the private and public sector.
3. Protect and preserve housing for San Francisco's most vulnerable families.
4. Ensure that all neighborhood plans provide a minimum of 20 percent of family-friendly housing appropriate for families with children.
5. Appoint family constituents to key housing and land use decision-making bodies.
6. Create a permanent, dedicated local source of funding for creation of housing for families with children.

**PORTLAND: SCHOOLS AS A CORNERSTONE OF A HEALTHY COMMUNITY**

Tom Potter, mayor of Portland, Oregon, has dedicated his term to trying to keep children in the city and to stem the tide of families leaving Portland schools. In 2007, the city embarked on an ambitious plan called the “Schools, Families, and Housing Initiative.”

The Schools, Families, and Housing Initiative was adopted in response to alarming trends in the city: The average sales prices of homes in Portland have doubled in ten years from \$158,000 to nearly \$332,000. During this time period, the Portland public schools suffered an enrollment drop of more than 11,000 students, or an average children per school each year. As a result, the school district had to close eight schools in the past four years alone.

The City of Portland sees families with children as the foundation of a vibrant city and so has embarked on several new programs as part of the Schools, Families, and Housing Initiative, with the aim of keeping families with children in the inner city and enrolled in public schools. The programs are centered on the principle that stronger links between schools, neighborhoods, and city services will result in stronger schools, stronger neighborhoods, and higher performing students.

First, the city has created a pilot temporary rental assistance program to families with children in schools with high student mobility.<sup>64</sup> Student mobility is a key contributor to student success—if a student moves out of a school in the middle of the school year, the student is much more likely to not succeed in the classroom. The main contributor to student mobility is a family’s inability to remain in their housing, usually as a result of a family who rents and is being evicted or cannot afford an increase in rent. Portland’s rental assistance program is training multi-lingual housing specialists who work in schools with high mobility rates. The specialists help families access resources to stay in their housing or relocate to housing in the same school zone. Temporary assistance of up to \$3,000 a family is available to help families pay their rent, along with moving costs, deposits, and utility hook-up fees.

Second, the city is administering a \$950,000 grants program to promote vibrant neighborhood schools. The grant is a matching competitive grant program for parents and neighbors who want to pursue a specific programmatic goal to improve a neighborhood school.

Third, the city is working to better integrate neighborhood and city planning with the planning, design, and operation of school facilities. The city wants to make it standard operating procedure to integrate the school’s and city’s planning and budgeting processes for schools and related support services. Ultimately, the city wants to transform schools into multi-functional community spaces by integrating school facilities with neighborhood uses such as child care, recreational spaces, libraries, and community gardens, based on the model of the Rosa Parks Elementary School, a community campus sharing space with many different local community partners. The key is to bring together the different city departments, schools, and neighborhoods as partners. The Bureau of Planning is taking the lead in neighborhoods to convene stakeholders and look closely at the needs of families with children in the neighborhood and to examine the needs of the schools in that neighborhood. The idea is to coordinate and prioritize public investment in family housing, parks and recreation, social services, safe routes to schools, and libraries.

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Fourth, the city is creating models and looking at ways to spur the development of denser ownership housing that accommodates the needs of families with children. The city recently completed a courtyard housing design competition to spur interest in the development of medium-density family-friendly infill housing in the urban core. The city is currently considering targeting some of its density bonus programs and public benefit requirements towards developments that include family amenities. The city is engaged in other programs as well, such as providing funding to implement a new website marketing Portland's schools and neighborhoods to new arrivals.

The Schools, Families, and Housing Initiative follows a series of other programs, including a special property tax levy for the Schools Uniting Neighborhoods Program, which provides for a broad range of children's and educational programs, including after-school programs at more than forty schools in the city. The city has also been proactively encouraging more subsidized housing for students with families near Portland State University and Oregon Health and Science University.

## V. TASK FORCE RECOMMENDATIONS



The following are the recommendations adopted by the Task Force:

### A. CITY VISION AND PLANNING RECOMMENDATIONS

To be successful in attracting and retaining families with children, the City of Austin must adopt a mission of being a family-friendly city and must focus its planning efforts to create a community that welcomes families with children. This effort requires that the perspective of families with children be incorporated at multiple levels of planning and policy-making and that every city policy is analyzed for its effects, intended or unintended, on families with children. Current and future planning and policy-making should incorporate the best practices from cities that have been successful in attracting and retaining families. Because the greatest challenges for families with children are present in the urban core, special attention should be addressed to the needs of families in planning and policy efforts that affect these areas; however, planning efforts city-wide should incorporate the perspectives and requirements of families with children. The recommendations included in this section would focus planning and policy-making in service of a goal of making Austin the most family-friendly city in the country.

1. City of Austin Mission Statement: We recommend the City Council incorporate the following statement into the city's mission statement and into any future planning and policy initiatives: "Austin is committed to being the most family-friendly city in the country and will ensure that its policies and decisions support and enhance the quality of life for Austin's families with children."
2. Families with Children Commission: The City Council should create a Families with Children Commission to examine city policies on an ongoing basis in terms of their impact on families with children. The Commission should also review and evaluate the city budget and respond to how well it addresses the needs of families with children. The Commission should include representation from teenagers because children need to be engaged in the city issues that affect them.
3. Families with Children Ombudsperson: The City of Austin should hire a Families with Children Ombudsperson within the City Manager's office to review the city's proposed budget, policies, and decisions to ensure that the perspectives of families with children are taken into consideration in city decision-making at the City Council and staff levels. This individual will identify and work with key city staff and department officials to provide ongoing feedback on policies and best practices that could enhance the quality of life in Austin for families with children. The Ombudsperson should also oversee an annual report on the "State of the City of Austin and Our Families with Children."<sup>65</sup>
4. Representation of Families with Children Advocates on City Commissions: The City Council should create an appointment for an advocate of families with children to serve on each of the following city citizen commissions: the Planning Commission, Downtown Commission, Parks and Recreation Board, the Waller Creek Citizen Advisory committee, the Design Commission, Library Commission, and other commissions and relevant task forces developing policies that have an impact of families with children.
5. Comprehensive Plan: In the Austin Tomorrow Comprehensive Plan, which is currently being developed, the City Council should: (1) place a priority on enacting land use and other planning policies that enhance the quality of life for families with children and promote family-friendly neighborhoods and services; and (2) incorporate national best practices to make Austin the most family-friendly city in the country. The planning process should incorporate input from children and young people, parents,

city government, school district, businesses, the community, and other stakeholders.<sup>66</sup>

6. **Downtown Plan:** The City Council should direct city planning staff and the planning consultants for both the Downtown Plan and downtown affordable housing plan to include a plan for the incorporation of family-friendly developments and amenities into downtown. The plans should include strategies for attracting and retaining families with children to both play and live downtown. Some of the newly designated residential districts in downtown should be targeted for families through planning, design guidelines, land use requirements, and the dedication of incentives and funding. All parks and public spaces in downtown should be designed to be accessible and attractive to families with children.

7. **Future Planning Efforts:** The City Council should take appropriate action to ensure that all future planning initiatives at the City of Austin incorporate the perspectives of families with children.

8. **Mapping Project:** The City Council should direct staff to overlay the existing city map of public parks and open spaces with information about private parks, recreation areas, sidewalks, child care services, public and private schools, and other family-friendly amenities. The map, which should also indicate gaps where these amenities are lacking in particular neighborhoods, should guide future planning efforts and city expenditures.

9. **Neighborhood Planning Process:** The City Council should direct the Neighborhood Planning and Zoning Department to incorporate into the neighborhood planning process a more concentrated focus on issues related to families with children. NPZD should also provide neighborhood planning areas with a broad menu of options to attract and retain families with children. The issues that should be addressed in neighborhood plans—some of which already receive attention during the planning process—include, but are not limited to, housing type; design guidelines; child care services; schools; green space; sidewalks to schools and parks; and other amenities for families with children. City of Austin and Austin Independent School District staff should work together to provide neighborhood planning teams with information about schools in their planning areas as well as research that helps teams assess how particular land use decisions might affect schools. (See related discussion in “Recommendations Related to Public Schools.”)

10. **Family-Friendly Design Standards:** The City of Austin should hire a consultant and work with community stakeholders and developers to create family-friendly design standards for housing, using a rating system similar to the Austin Energy Green Building standards. The City of Austin currently has few models of dense family-friendly housing in the urban core. As Austin’s urban core continues to densify, the city needs standards that will guide and incentivize private interests to create more family-friendly development. We recommend the guidelines be modeled in part on Vancouver’s and Portland’s design guidelines and address features such as shared streets, unit design (interior and exterior), shared play and public areas, child accessibility, privacy, safety and security, and traffic calming. We recommend that these features then be required in developments over a certain size and in certain geographic locations, as well as in all Planned Unit Developments (PUDs) and Transit-Oriented Development District (see below). In Vancouver, for example, all downtown developments must include the city’s family-friendly design features, and 25 percent of all units must be designed for families with children.

11. **Transit-Oriented Development:** We recommend the City of Austin incorporate family-friendly design standards, such as recreational areas, green space, child care, and appropriately-designed housing, into each of the city’s transit-oriented development districts.

## **B. CHILD CARE SERVICES RECOMMENDATIONS**

Child care services are essential for not only families with children but the economy of our region. Difficulty in accessing child care that is close to work or home will be a significant deterrent to families who are considering locating in the city. Child care is a fragile resource because child care operators often operate on tight margins, so are highly vulnerable to increasing rents and other operational costs. Austin already has seen the loss of a number of central city child care centers. If Austin is to be successful in recruiting and retaining families, the City of Austin must work to ensure an adequate supply of high-quality

affordable child care, including not only care for preschool children, but also afterschool care for school-aged children and appropriate care for children of all ages with special needs.

1. Child Care Services as an Economic Development Issue: The City Council should endorse a policy stating that access to quality and affordable child care services is both an economic development issue as well as a social service issue. Traditionally, child care has been seen as an individual family issue—one with little impact on the quality of life of a city or on the local economy. Long viewed from the social services perspective, it has merited little interest from city planners or economists. Research indicates, however, that child care services are a \$1 billion driver in our economy and thus play a critical role in a city's infrastructure and local economy, just as do other pieces of the local infrastructure, like roads and transportation.<sup>67</sup> Adoption of a policy brief by the City Council would be a critical first step in integrating child care services into all aspects of city planning, zoning, transportation and social services.

2. Strategic Planning: The City Council should hire a consultant to research and develop a comprehensive needs assessment and strategic plan for child care services as an economic development strategy for the City of Austin.<sup>68</sup> The Task Force believes that much more comprehensive data collection, research, and analysis are needed before any specific policy recommendations can be made around child care services. Data must be collected and analyzed with future needs forecasted to identify the most critical gaps and to develop a strategic plan and vision for child care services in the City of Austin.

a. The strategic plan should be developed in collaboration with local stakeholders including United Way Capital Area's Success By 6, the Child Care Council, Family Connections, the city demographer, WorkSource Child Care Solutions, and the Texas Workforce Commission, many of whom have already compiled relevant data that could support such an assessment and planning process.

b. The strategic plan should emphasize the importance of the quality of child care; the need for families, especially low-income families and families with children with disabilities, to have access to quality child care; the need for adequate funding of child care; the need to preserve existing child care facilities; and the need for child care to be part of neighborhoods and to be included in new developments.

c. The strategic plan should fill specific information gaps such as: (1) what is the need for part-time and off-hours (evening) programs, (2) to what extent will the capacity of existing programs serve future needs; (3) how many and what percentage of children are being served by unlicensed providers; (4) what are the geographic parts of the City of Austin that will most need additional child care services in five, ten, and fifteen years; (5) what is the local impact of child care on worker productivity; (6) is there a difference between the quality and accessibility of care for subsidized children versus non-subsidized; (6) is there a difference between the quality and accessibility of care for children with disabilities versus children without; (7) is there a gap between capacity for subsidized vs. non-subsidized care; (8) what are the legislative and code barriers for developing child care facilities in Austin; (9) what are the most effective ways to integrate child care services into city planning efforts; and (10) an analysis of which models adopted by other cities have been effective in expanding access to quality, affordable child care services. Funding for this study may be available from foundations with interests in this area (e.g., Kellogg, Packard) as well as from federal agencies including the U.S. Department of Health and Human Services. We recommend inviting the input of Mildred E. Warner, Department of City and Regional Planning, Cornell University, and engaging all Austin agencies that are involved in child care services issues.

d. The consultants conducting the strategic plan should give serious consideration to the recommendations of the Child Care Council to the Task Force on Families and Children and to any other historical recommendations. These recommendations were made to the Child Care Services Subcommittee by the Child Care Council at its request:

i. Encourage the use of Community Benefits Agreements (CBAs) that include early education and child care options in new development projects;

ii. Require environmental reviews to determine whether development projects impact existing early education and child care providers;

- iii. Exempt early education and child programs that meet quality standards from city and county property taxes;
- iv. Encourage inclusion of licensed child care facilities in Transit Oriented Developments (TODs);
- v. Provide land and building space for early education and child care facilities as part of city and county real estate transactions;
- vi. Increase funding for improving quality early education and child care services for low-income families by investing in a variety of research-based, proven strategies.

3. **Child Care Council:** The City Council should continue to regard the Child Care Council (CCC) as a key resource for policy recommendations in regard to child care issues in Austin. In the approximately twenty years since its founding, the CCC has played a key role in the establishment of Family Connections, the Fund for Child Care Excellence, and the introduction of United Way’s “Success By 6” to the Austin community. The CCC has long been known for its vital, committed, and hard-working membership. The Council is committed to speaking as one voice and is eager to offer leadership in addressing Austin’s complex child care issues. The CCC has conducted extensive national research over time that establishes and confirms the recommendations related to child care in this report.

4. **Dedicated Funding for Child Care Services.** The City Council should dedicate 50 percent of the non-housing in-lieu-of fees from the new downtown density bonus and other future density bonus programs to subsidize the creation or retention of child care facilities within a mile of the development or within the City of Austin’s new transit-oriented development districts. The City Council should also identify funds within the City of Austin budget to provide additional tuition subsidies for low-income families to participate in quality child care programs, including day-care for younger children and afterschool and summer programs for school-aged children.

## **C. HOUSING RECOMMENDATIONS**

Housing is the key requirement for bringing new families into the city and keeping those who already are in Austin—unless families can find housing they can afford and that meets their needs, they will not move to Austin. Families seeking to locate in downtown or elsewhere in the urban core face the greatest challenges in finding housing; home prices in these areas have soared, and rents also are increasing most rapidly in the central city. In downtown areas, options are limited even for families with financial resources, as much of the new housing and surrounding amenities are designed to accommodate singles or childless couples. The difficulty of finding affordable family-sized housing is not restricted to the central city, however, nor is it primarily a problem for lower-income families; as home prices increase throughout the City of Austin, middle-income families increasingly are choosing to locate outside the city limits so that they can obtain homes that meet their needs. The recommendations provided here are an effort to increase the availability of affordable and market-rate family-sized housing in the City of Austin through existing programs, new programs, and collaborations with other interested parties.

1. **Pilot Family-Friendly Development:** We recommend that the City of Austin create and assist with the funding of a model family-friendly development in one of the transit-oriented development districts (TODs). According to a development expert who met with the Task Force, current urban developments are being designed for singles and childless couples, in part because lenders tend to be conservative about investing in new types of development. By creating a pilot project and educating the development community about successes in other cities, the City of Austin would lay the groundwork for the private market’s involvement in building more family-friendly developments. In conjunction with a pilot project, we recommend the following:

- a. The City of Austin dedicate a parcel of government-owned land for the project (options could include the Austin Energy tract in the North Lamar/Justin Lane TOD or the city-owned East 5th Street property in the Saltillo TOD);
- b. The City of Austin conduct community charrettes to obtain broad input on family-friendly features for the development;

- c. The City of Austin issue a Request For Proposals for the development of the tract. The RFP should require that the development incorporate ideas from the community charrettes, model family-friendly design features, and include affordable housing, on-site child care, indoor and outdoor recreational spaces for children, and other best practices for family-friendly housing;<sup>69</sup>
  - d. The City of Austin stay actively involved as a partner in the project and maintain ownership of the land; and
  - e. The location and design of the development be informed by the mapping of services in the area.
2. Target Government Housing Dollars: The City of Austin's annual and five-year consolidated housing plans should include specific targets for the creation of affordable housing for low-income families with children, including creation of affordable opportunities for families with children in the urban core.<sup>70</sup> The plans should designate a percentage as well as numerical targets for new government-funded and incentivized affordable housing units (both rental and homeownership) that will be occupied by families with children, especially larger low-income families (five or more persons), who have the highest housing needs of any housing group in the City of Austin. The plans should be based on a comprehensive assessment of the housing gap and needs for families with children at different income levels.
  3. Develop Affordable Housing Vision and Expand Housing Planning Efforts: The City of Austin should develop a twenty-year vision statement for closing the affordable housing gap in Austin (including specifically for families with children). Through the five-year Consolidated Plans, the City of Austin should develop specific, measurable targets for attaining that vision. The Consolidated Plan should be enhanced to include consideration of land use policies and planning, coordination with the city demographer on growth projections for low-income families with children, and geographic dispersion of affordable housing opportunities for families with children throughout the urban core and across the city. The Consolidated Plan should take into account school attendance zones with declining enrollments and seek to target programs to create more family-sized housing in those zones as appropriate.
  4. Prioritize City of Austin-built Homes for Families: The City of Austin should continue to give priority to low-income families with children for city-built homes as low-income families with children have some of the largest housing unmet housing needs in Austin. Austin Housing Finance Corporation (AHFC) guidelines do allow for the prioritization of home sales to families with children and persons with disabilities, and staff for AHFC indicates that these groups do receive priority. However, of the approximately twenty homes developed by AHFC since fiscal year 2005, only five have been sold to families with children, despite aggressive marketing and outreach on the part of AHFC. This issue requires further examination. The Community Development Commission should evaluate with AHFC the reasons why fewer families with children are purchasing the AHFC-built homes and develop recommendations of policies to increase the sale of homes to families with children. These policies could include: (1) additional collaborations with CHDO such as sharing waiting lists; or (2) AHFC adopting joint venture agreements with the CHDOs for the development of the larger homes.
  5. Housing Investments: To help align the City of Austin's housing investments with the needs of families with children in Austin, we recommend the following:
    - a. The Council should require city-funded affordable housing programs and private housing development projects that enter into development or redevelopment agreements with the City of Austin to give priorities for two-plus bedroom homes to families with children and to persons with disabilities with an in-home caretaker. This recommendation does not require that the units be sold to families with children or that units be held open until a family purchases or rents the unit, but instead requires that families with children simply receive priority;
    - b. The Community Development Commission and NHCD should explore additional ways to increase the sale and rental of city-subsidized family-sized housing to families with children.

- c. For city-subsidized affordable housing units with three or more bedrooms, the City Council should adopt a requirement that only families with children are eligible. (This policy would be similar to that utilized by the Austin Housing Authority; the Fair Housing Act prohibits discrimination against families with children but allows cities to promote housing opportunities for families with children, and federal regulations specifically allow for sellers and landlords to set reasonable occupancy requirements based on the number and size of bedrooms).
  - d. The City Council should direct the staff of Neighborhood Housing and Community Department to start collecting and reporting family-related data for all homeownership units that receive housing subsidies from the City of Austin or through city-administered federal housing programs. The data should include the numbers of bedrooms, the family composition, and the household size of the original purchaser from the City of Austin. This data is not currently collected and would be important to allow the newly-created Families with Children Commission, the Community Development Commission, and other planning bodies to track the City of Austin's progress towards serving the housing needs of families with children.
6. Density Bonus Programs: The City of Austin has an assortment of different density bonus/ affordable housing policies that have been adopted or are undergoing development (e.g., UNO, Downtown, Rainey Street, Vertical Mixed Use, Transit-Oriented Development, and Planned Unit Development). Some of the density bonuses tie the amount of required affordable housing to the square footage in the density space, and others tie the affordable housing to the number of density bonus units. Tying the bonus to the square footage encourages the creation of more family-sized units, while tying the bonus to the number of units encourages the creation of efficiency units that cannot accommodate families with children. To ensure that some of the density units are available for families with children, we recommend the following:
- a. Modify existing density bonus programs (VMU and UNO) and tailor future density bonus programs so that the number of affordable units required is based on the square footage of the development (or density space) instead of the number of units in the development (or density units);
  - b. Modify existing density bonus programs (VMU and UNO) and tailor future density bonus programs to require that the bedroom composition of the affordable units reflect the bedroom composition of the entire development; and
  - c. Require that developments with density bonuses give priority for affordable units with two or more bedrooms to families with children and persons with disabilities with live-in caretakers.
7. Homes and Schools Temporary Rental Assistance Program: The City of Austin should adopt a pilot "Homes and Schools temporary rental assistance program."<sup>71</sup> This program should be modeled on the City of Portland's new program, which funnels housing counseling resources and emergency rental housing assistance funding to low-income families with children in targeted neighborhoods with high rates of student mobility in public schools. There is a direct connection between student mobility rates and success in school. The more children are shuffled from apartment to apartment, and thus from school to school, the more likely they are to fail in school. Under the pilot program, low-income families with children in public school who are at risk of losing their current housing would be eligible for housing counseling in their school and targeted housing assistance to help the children stay in their current neighborhood school. The ultimate goal would be to limit student mobility and therefore increase student performance in school.
8. Housing Resource Website and Marketing: It is very difficult for a family (or anyone for that matter) trying to find affordable housing in Austin to find out about existing resources. Neighborhood Housing and Community Development Department lists the names and phone numbers of nonprofits providing homeownership opportunities, but no updated database exists that provides a list of available affordable rental and for-sale housing opportunities. With more and more affordable housing opportunities and new programs coming online, such as the VMU and TOD affordable housing programs, low-income households in Austin must have an easy way to find out about these resources. In conjunction with this need, we recommend the following:
- a. The City of Austin should work with nonprofit and for-profit developers to develop or enhance a centralized, easy-to-access "one-stop" website portal listing currently available affordable housing units and units coming online. For models, see the City of Calgary's website: <http://www.lowcostrent.org/housing.htm>; and Denver's downtown website, which

allows persons to search by sales price: <http://www.livedowntowndenver.com/homeChoices/affordable.php>;

b. The City of Austin should develop a marketing campaign and work with local realtors to promote the website to Austinites and provide an easily accessible link to the site.

9. Colleges and Universities: We recommend the City of Austin partner with The University of Texas, Austin Community College District, and other local colleges and universities to encourage the development of affordable family-friendly housing for students. Housing that is affordable to students with children is very hard to come by in Austin, and The University of Texas is undergoing a planning process that could result in the loss of an additional 500 units. We recommend the City Council pass a resolution and work with The University of Texas to adopt policies for the Brackenridge Tract that will ensure the on-site replacement of, at a minimum, the greater of 500 units of affordable family housing or 25 percent of the new units developed on the Brackenridge Tract. We also recommend the City of Austin engage all local universities in planning to provide for more family-sized units in the urban core, for not only students but also staff and faculty.

## **D. PARKS, RECREATIONAL SPACES, AND CULTURAL AMENITIES RECOMMENDATIONS**

Parks and cultural amenities are key components of a family-friendly city; indeed, they may be the components that initially attract a family to the neighborhood or community, and they create a climate that is inviting to families. In addition to attracting families to a city, close-to-home access to parks and recreational spaces is critical to a child's well-being. If a park or other outdoor space is not within walking distance, a child is much less likely to utilize that space. Unstructured free play in city parks and other green spaces provides a host of benefits, including health benefits (such as a reduction in childhood obesity), cognitive benefits (studies show that access to open space and parks results in higher school achievement), and socialization benefits. Parks also provide many benefits to the broader community-at-large: economic benefits, environmental benefits, and an overall strengthening of the community. Parks are "often the glue that holds the community together and the means to maintaining and improving future positive social interactions."<sup>72</sup>

Cultural institutions (such as libraries and museums) and cultural events (such as family-friendly festivals and child-oriented concerts and theatrical events) also provide significant benefits to families with children and the community at large. They are opportunities for learning, creativity, physical activity and social interaction, and they contribute to community cohesion. For example, libraries often offer story times for young children and their parents, which not only encourage literacy in children, but also give children and their parents an opportunity to socialize with neighbors and thus foster a sense of community.

Because parks and cultural amenities contribute significantly to a child's well-being and to the family-oriented character of a community, Austin should offer families of all incomes, ages, and ability levels access to safe, attractive, and well-maintained parks or public green space; to innovative and diverse play spaces and public gathering spots; and to educational, fun, and age- and ability-appropriate cultural programming.

In our parks recommendations, we request that the City of Austin take steps to dramatically increase and enhance children's access to parks and recreational spaces because many families with children in Austin currently do not live within walking distance of a park.<sup>73</sup> However, recognizing the enormous expense of creating full-sized parks within walking distance of every neighborhood in Austin, we also endorse continued revisions and changes in design standards for parks, to allow for small pocket parks and urban playspaces that could be developed on small, difficult-to-develop parcels of land or corners of large urban projects. We also suggest that the City of Austin explore new creative partnerships with other governmental or nonprofit entities (e.g., the area school districts) and with private developers to develop, enhance, and maintain parks and recreational facilities throughout the city.

1. Set New Goals for Green Space Access: The City Council should set a goal of providing, by 2018, a park or public green space access within a quarter-mile radius of all existing and planned housing located in the urban core, and a half-mile radius for all other parts of the City. The City of Austin should set a goal of meeting its current one-mile goal throughout the City

within the next two-and-a-half years, or by 2011. Finally, the City Council should then provide the resources and planning tools to enable PARD to meet these goals. The City of Austin's park planning goal set in the 1983 parks master plan was to provide a park within a mile of every neighborhood resident; even after 25 years, the city does not meet this goal. More than twenty areas in the city are not within a mile of a park.<sup>74</sup> Moreover, the city's one-mile goal falls far short of the national benchmark of locating a park within a quarter- to half-mile walking distance of each city resident. A child is much more unlikely to use a park that is located more than a half-mile walking distance.<sup>75</sup>

To facilitate meeting the quarter-mile goal:

- a. The City of Austin should inventory and then implement a plan to convert appropriate city-owned land to neighborhood pocket parks and urban play spaces in partnership with neighborhood associations, the Austin Parks Foundation, and other appropriate civic groups.
  - b. PARD should continue to explore new and innovative tools and potential changes in current parks design requirements to enable the creation of outdoor play spaces in a denser urban environment, such as through the creation of small "tot lots" (small inner city lots converted into play spaces for children five and under), and the inclusion of outdoor playscapes on city facilities such as libraries. Most of the City's pocket parks are one-plus acres and are designed to fit into a more traditional suburban development setting. The Parks Department should continue to explore modifications to the current design guidelines for pocket parks to support the creation of more parks in a denser urban setting. For example, the current requirements for setbacks required for a neighborhood pocket park may not make sense in a denser urban setting and thus may need to be modified. The development of smaller urban parks could ultimately cost less for the City of Austin, especially if located on city-owned land and through parkland dedication property. The current pocket parks standard typically requires an allocation of \$1 million to acquire and develop a park, whereas a smaller tot lot, for example, could cost as little as \$250,000, depending on the location in the City of Austin.
  - c. Increases to the City's parks budget, after many years of cuts, must become a City higher priority. In addition, in the next general obligation bond allocation, the City of Austin should make the creation of new urban parks and open spaces one of the top priorities for funding.
  - d. The City of Austin should encourage and help incubate partnerships to transform small undevelopable parcels and concrete cover in downtown Austin and elsewhere throughout the urban core into micro-play spaces for children and families.
  - e. Replicating the example of the Triangle development and Mueller Airport redevelopment, the City of Austin should continue to encourage partnerships between the city and the private sector to provide funding for the long-term maintenance of parkland donated to the city.
  - f. The City of Austin should create Public Improvement Districts in the areas around the city's downtown parks and squares and in other appropriate development areas to help pay for parks improvements, operations, and maintenance within the district.<sup>76</sup> Chapter 372 of the Texas Local Government Code authorizes cities to create PIDs to establish and improve parks, after submitting a petition to the area residents for approval of the district.
2. Enhance Parks Planning Process for Children: All City of Austin planning efforts pertaining to parks and open spaces should take into consideration the special needs of children of all ages and include family-friendly amenities. The Parks and Recreation Long Range Plan, Town Lake Corridor Improvement Plan, Waller Creek Plan, the Republic Square planning efforts, and other planning efforts involving parks and city open spaces should make the inclusion of child-friendly features and play spaces a priority. As part of the updates to the City of Austin's Parks and Recreation Long Range Plan, PARD should engage in a comprehensive evaluation of all aspects of the play environment for children in the city, including evaluating each existing park site and recreational facility, the gaps in existing features, the gaps in the location of facilities, and the diversification of play area types.

3. Dedicate Parkland in Large Developments: For large residential developments (including all large residential developments in a Transit Oriented-Development District and in a city density corridor), PARD should require parkland to be dedicated instead of allowing for an in-lieu-of fee. However, in some situations it may be appropriate to allow up to 50 percent of the parkland dedication requirement be met by a payment of an in-lieu-of fees. If the land available for dedication falls within a floodplain or is otherwise regarded as undevelopable as traditional parkland, PARD should consider other innovative recreational amenities that will appeal to families with children.
4. Incorporate Play Features in Public Spaces: The City of Austin should include innovative, child-friendly features and play spaces in all large public spaces (both outdoor and indoor spaces), including at the Seaholm redevelopment project, the Green redevelopment site, the new downtown library site, and the City of Austin's downtown squares. The City of Austin should provide for a playscape or other outdoor child-friendly features at all city libraries.
5. Incorporate Play Features in Downtown Spaces: The City of Austin should create parks and open spaces with family-friendly features throughout downtown, including at any newly redeveloped park sites and the redeveloped public squares. The number of safe, child-friendly outdoor spaces in downtown is very limited. For example, there is no outdoor public playground equipment for children in all of downtown, with the exception of a small playscape next to the Town Lake trail near the Rainey Street redevelopment area.
6. Transform School Yards: The City of Austin should partner with AISD and other school districts to transform public school yards into enhanced, multi-use outdoor resources for children and the community.<sup>77</sup> Denver's Learning Landscape Programs, described earlier in this report, and other similar collaborative initiatives can serve as models. This kind of program helps connect schools with neighborhoods and transforms land into a valuable community asset.
7. Support Development of Destination Parks: The City Council should provide funding to develop the destination parks purchased by PARD through the 1998 general obligation bond allocation. Although the City has purchased the land for four destination parks, City Council has only allocated funding to develop one of these.
8. Provide Bike and Pedestrian Paths: The City of Austin should implement the vision from the Austin Tomorrow Plan of providing connectivity of green space for bike and pedestrian paths across the city.
9. Expand Afterschool and Summer Programs: The City of Austin and AISD should enter into additional collaborations and shared-use agreements with each other, with nonprofits, and with civic groups to create additional summer and afterschool indoor recreational activities at underutilized campuses for children of all ages and all abilities.<sup>78</sup>
10. Enhance Existing Park Features: The City of Austin should enhance existing park features to provide all children with safe and diverse opportunities to play. Specifically, PARD should:
  - a. Incorporate a broader range of materials in playscapes and play elements; diversify the types of play spaces; and include more innovative, interactive options in existing and new parks.<sup>79</sup>
  - b. Expand recreational offerings for toddlers and for older children, both at parks as well as city-owned recreational centers.<sup>80</sup>
  - c. Expand services to children with cognitive as well as physical disabilities.
  - d. Partner with Austin Treefolks, private nurseries, and other relevant organizations or businesses to expand tree planting and shade in city parks, especially near playscapes.
11. Extend City of Austin Pool Hours: The City of Austin should provide funding to allow PARD to extend pool hours to be open longer during the day and for an extended period of the year. Presently, most neighborhood pools do not open until June and

then close in August, and during that period are open only for limited hours. For example, many neighborhood pools do not open until after noon during the month of June. The limited operational hours of the City of Austin's neighborhood pools was frequently listed as a shortcoming in the Task Force's online survey this past April.

12. Provide Adequate Funding for Maintenance: The City of Austin should provide adequate funding for PARD to be able to properly operate and maintain its existing and new facilities.

13. Enliven Public Spaces: The City Council should create additional public gathering spaces in downtown and throughout the city and incorporate child-friendly and family-friendly features into existing public spaces.<sup>81</sup> The Council should review and implement ideas expressed in Austin Alive: Mapping Place through Art and Culture (Downtown Arts Development Study); these include but are not limited to suggestions for revitalizing downtown parks and public spaces by incorporating art, creating self-led history walks and trails; developing outdoor art galleries, and introducing interactive cultural elements at strategic locations throughout the downtown.<sup>82</sup>

14. Use Cultural Arts to Lure Families Downtown: The City of Austin, in partnership with other public and private entities, should seek opportunities to use the cultural arts to attract families with children and others to downtown spaces. Ideas could range from expanding support for individual activities such as outdoor theatrical and dance performances to initiating major programs, using for inspiration Rhode Island's "Waterfire" summer-long family festival or Paris's "Paris Plage," an annual month-long event that transforms a street along the Seine River into a mile-long pedestrian walkway and beach with activities ranging from dance lessons to volleyball games.

15. Expand Support for Library System: The City of Austin should continue to expand its budgetary support of the central library and the branch libraries. City Council should support the new central library in designing spaces for children and offering expanded literacy and cultural programming. City Council should also explore expanding the Austin History Center into a museum with programming for children, adults, and families.

16. Support Neighborhood-Based Cultural Activities: In collaboration with local businesses, cultural organizations and institutions, AISD, and other partners, the City of Austin should support neighborhood-based cultural activities and the development of cultural and heritage community/neighborhood districts.<sup>83</sup> Neighborhood-based events promote a sense of community among Austinites and can serve an important economic development function. In addition, school-based community events can help attract students to neighborhood schools and can promote awareness of area public schools more generally. In collaboration with AISD and other school districts, the relevant City of Austin departments could provide guidance, expertise, resources, and other tangible support for community events, especially those that take place in collaboration with neighborhood schools. Other specific actions the City of Austin could take might include assisting groups in obtaining health permits; negotiating street closures; and providing security.

17. Create Life-Long Engagement in Cultural Arts. The City's libraries and relevant departments should collaborate with AISD, local businesses, and cultural organizations in developing programs that would enrich life-long active engagement in the cultural arts.<sup>84</sup> Such programs should offer opportunities for adults, families, and children and should encourage not just appreciation but rather active participation in the arts.

18. Create Pedestrian Zones. The City Council should close certain streets in the downtown on weekends to promote car-free family areas.

19. Introduce Downtown Family Nights: In partnership with local businesses, the City should initiate a once-monthly "family night" in downtown, perhaps during a trial period during the summer: selectively close streets to promote safe walking and create areas for play; encourage restaurants to offer children's menu options and restaurants and museums and clubs to provide child-oriented entertainment; and link with other family-friendly happenings, such as "Movies in Republic Square."

20. The City Council should play a proactive role in supporting efforts of the Children's Museum to secure a downtown site. The

City Council should explore opportunities to create a science and technology museum and identify opportunities to encourage other new child-friendly cultural institutions and museums.<sup>85</sup>

21. Make Resources Accessible: In partnership with external organizations and publications, the City of Austin should create a web portal with information on kid-friendly activities, schools, child care services, housing, and other issues relevant to families with children. The City should also explore opportunities for supporting additional family resource centers and making resources for families (such as toy libraries) available at branch libraries and community recreation centers.

## **E. SCHOOLS RECOMMENDATIONS**

The quality of the public schools that their children will attend is a significant consideration for most families with children who are assessing the merits of a home in Austin. Aside from their educational mission, schools can serve as valuable resources for neighborhoods by, for example, providing playground and other recreational facilities. Schools also can play an important role in stabilizing and enhancing a community. In developing the following recommendations, the Task Force relied on these assumptions: (1) Families with children in the City of Austin can be best supported through neighborhood schools. (2) The relationships between families with children in the City of Austin and Austin schools can best be supported through collaborative processes and broad community involvement. (3) School districts should consider collaborative use of district and other public use facilities as a cornerstone principle in school district facility planning and use. (4) There is a need to improve the collaborative planning processes, both long and short term, between the City of Austin and school districts. (5) There is an opportunity to improve the impact of capital expenditure projects of both the City of Austin and school districts through better coordination of capital improvements. (6) There is an opportunity to improve community awareness and involvement with school districts and the City of Austin. Several ideas offered in this section overlap with those developed by the Austin Independent School District Community Committee on Neighborhoods and Schools.<sup>86</sup>

### **NEIGHBORHOOD SCHOOLS**

1. School districts in the City of Austin should adopt policies and practices that support neighborhood-based schools. Local school districts should modify, or create if necessary, board policy that defines school attendance zones as neighborhood-based. Texas Education Code allows school districts to charge “a reasonable fee” to transport students within a two-mile radius of any given school.<sup>87</sup> This code in effect establishes a free walk zone around a school for school districts. This two-mile radius should be used as a fundamental basis for the establishment of school attendance zones.
2. To preserve neighborhood relationships and improve student academic achievement, the alignment, or vertical teaming, of schools and tracking of students to those schools should be such that the graduating cohort of students not be split to attend different schools. If a district cannot accomplish this goal for facility-, financial-, or accountability-related reasons, districts should minimize the splitting of a graduating cohort of students and should place a reasonable time limit on how long the practice of splitting the graduating cohort may be used.
3. To minimize school overcrowding and maximize the efficiency of facility use, area districts should review and adjust attendance boundaries on an annual basis. Districts should make every attempt to authorize and publicize such changes so that parents and students have time to prepare for the changes. Districts should develop appropriate procedure and policies for screening hardship cases and approving exceptions to the attendance boundaries.
4. Area school districts should increase the diversity, quantity, and quality of choice programs such that magnet schools, dual language, special education, and programs for children with disabilities are provided to a greater ethnic, socioeconomic, and geographic diversity of children. Quality of instruction and academic rigor should be consistent throughout districts.
5. AISD should identify programs that are successful in attracting families to Austin; attracting families from other parts of the district; and retaining families from the attendance zone. AISD should sustain and support these programs, and, if

appropriate, should replicate these programs at other campuses.

6. Area school districts should offer guidance, expertise, and tangible support to help schools market their programs to families in their respective attendance zones.

7. School fairs and other community and neighborhood events promote a sense of community, provide information, and serve as recruitment tools for neighborhood schools. In collaboration with AISD and other area school districts, relevant City of Austin departments could provide guidance, expertise, resources, and other tangible support for community events that take place in conjunction with neighborhood schools. Other specific actions the City of Austin could take might include assisting groups in obtaining health permits, negotiating street closures, and providing security. This recommendation also supports recommendations in the City of Austin's "Create Austin" plan.

## **COLLABORATIVE PLANNING**

1. Like many large urban cities, school districts in the City of Austin face declining enrollments in several central city schools. A lack of affordable housing for families with children contributes to this decline. As declining central city school enrollments could have a wide-reaching negative impact, the City of Austin and Austin Independent School District should collaborate to develop a joint plan by the end of 2009 to reverse this trend.

2. Area districts should explore any potential school openings, closings, or facility repurposing within an open, transparent process where data and goals are clearly defined and made available to the public and in which the community and the City of Austin are active participants in the eventual decision.

3. Using the Florida or Oregon codes as models, the City of Austin should adopt a policy that requires more formal, coordinated planning between area school districts and local government entities.<sup>88</sup> The only formal codified planning relationship between the City of Austin and any of the eight school districts within its boundaries is found in the City Charter, which identifies the board president of the Austin Independent School District as an ex officio member of the City of Austin Planning Commission. City of Austin staff and the staff of area school districts communicate about planning efforts, but the City Council and City Manager, with input from community stakeholders, must create more formal, regular, and transparent coordination and communication. The new Families with Children Ombudsperson should help facilitate these relationships and should have input into collaborative decisions. The planning process should also include representation from all eight school districts within the city limits of the City of Austin. While Austin Independent School District (AISD) is recognized within the city charter as a planning partner, the remaining seven districts do not appear to have any formal representation in the city's planning process—although several are growing more rapidly than AISD.

4. The City of Austin, AISD, and Travis County should articulate several areas of focus for the City of Austin/Austin Independent School District Joint Subcommittee, a body designed to promote intergovernmental coordination and communication. These areas of focus should include public safety, planning, affordable housing, and capital improvements. Presentations to the Joint Subcommittee should be related to these areas of focus and should include recommendations for action, where appropriate, and allow sufficient time for discussion by the members.<sup>89</sup>

5. The City of Austin should require an Educational Impact Assessment for development projects of relevant size. When making decisions regarding development or redevelopment projects, the relevant city boards and the City Council are not required to consider the projects' potential impact on school enrollment, school transportation, or the projected academic performance of a school. Background material identifies school districts, and in some cases schools, but the process does not require boards to give consideration to the impact these projects could have on schools. An Educational Impact Assessment would, at a minimum, provide information about schools in the area as well as data about the development's intended unit mix, bedroom count, anticipated sales or rental price, and amenities, as well as to what extent any current residents are families with children who would be dislocated from the project.<sup>90</sup>

6. As a registered “neighborhood organization,” AISD receives the notifications and opportunities for involvement in the neighborhood planning process. AISD or the appropriate other school district should assign staff to participate on an active and regular basis in neighborhood planning processes. District staff should collaborate with Neighborhood Planning and Zoning Department staff to provide neighborhood planning teams with information about schools in their planning areas as well as research that helps teams assess how particular land use decisions might affect schools. (See related discussion in “City Vision and Planning.”)

7. The City of Austin and area school districts should coordinate and develop partnerships among schools, neighborhoods, health care providers, institutions of higher learning, and city social services to make strategic investments in targeted areas and to connect the processes for school design and city services operation.

## **FINANCIAL COLLABORATIONS**

1. Financial constraints represent perhaps the largest single obstacle to both school districts and the City of Austin. To better serve the interests of the Austin community, all local government entities should coordinate capital improvement projects.

2. The City Council should explore adopting impact fees for developments or redevelopments over a certain size to fund school-related improvements, as has been done elsewhere nationally. These fees could take a range of forms, such as the donation of land for schools to impact fees collected for sidewalks and traffic control devices to create safe routes from a development to an existing neighborhood school.

3. Many small improvements to the school and neighborhood environment, such as the Texas Department of Transportation Safe Routes to School program, can be accessed by the community without voter approval. School districts and the City of Austin should initiate a process to better coordinate proposals for programs such as these.

## **COLLABORATIVE FACILITY USE**

1. Austin has several examples of joint-use school district facilities that provide space for other local government uses. Both Austin and local school districts would be better served if all school district projects were developed as either joint-use public projects or joint-use projects between school districts and the City of Austin or Travis County to achieve appropriate public use goals. Creating joint-use facilities has become a nationally recognized best practice.<sup>91</sup> When designed in collaboration with other governmental entities and community stakeholders, school campuses can include space for child care and meet an array of other community needs. Not only would this approach leverage scarce resources, it would complement other city practices of encouraging multi-use and mixed-use land use practices. The City Council and local district leadership should develop a process for determining where and how either school district or local government facilities can be shared for mutual benefit and efficiency.

2. The City of Austin should collaborate with school districts and with public and private entities to explore transforming under-enrolled or otherwise challenged school facilities into multi-use campuses. The non-academic use could provide services to the student population—for example, a dance troupe-in-residence could offer free lessons to students—or the use could serve the broader school community but not offer direct services to students, as is the case with on-site infant child care programs. Local school districts should develop policies and recruit personnel to facilitate such arrangements and should explore facility design and security strategies that would enable such arrangements to be safe and successful.

3. The City of Austin Parks and Recreation Department should explore entering into additional joint-use agreements with local school districts to share public amenities such as parks, landscaping, pools, and athletic courts.

## F. TRANSPORTATION RECOMMENDATIONS

Transportation is the scaffolding for a family-friendly city. If families with children find it difficult to move around their neighborhood and the city, they cannot take advantage of the community's amenities. More time spent in a car or bus commuting to child care facilities, schools, and jobs, also reduces the time parents have to spend with their children. Transportation and public safety intersect in the areas of safe pedestrian and bicycle routes and traffic calming, areas of major concern to Austin families. Indeed, frustration with the poor sidewalks, inadequate bike lanes, unsafe pedestrian crossings, and fears about speeding traffic were among top problems listed in the Task Force survey and discussed in focus group meetings. Inadequacies of the public transportation system and traffic congestion also were raised as factors adversely affecting families with children and restricting their interactions with the community.

To be truly family-friendly, the City of Austin must increase the efficiency and safety of its transportation network, including pedestrian and bicycle routes, so that families with children can access the amenities of the community and maximize the time they spend with their children. A full set of recommendations regarding improvements to the transportation system is far beyond the scope of this report, so we have focused on those that most specifically affect families and children, such as safe pedestrian and bicycle routes.

1. The City Council should provide increases in funding and target the next general obligation bond package to create:

More sidewalks and biking in neighborhoods for safe routes to schools, parks, and transit stops;

More protected bike lanes;

More traffic calming in residential neighborhoods and family-friendly enhancements to existing calming devices. Traffic circles, for example, prove difficult to navigate for a parent with a stroller; adding sidewalks to the circles could provide some additional safety for pedestrians.

2. The City should make it easier for families with children to utilize existing sidewalks by adding curb cuts to major streets (for families with stroller and individuals with disabilities), and lengthen "walk" signal times on popular, busy streets such as Barton Springs and South Congress.

3. The City should make streets and sidewalks safer for families with children. A safe streets and sidewalks initiative should include the following programs:

a. A public service campaign to educate Austinites about the need to stop at crosswalks and to yield the right-of-way to pedestrians.<sup>92</sup>

b. Provision of "Caution: Children" signs in both English and Spanish to neighborhoods.

c. Expansion of enforcement efforts for drivers who violate crosswalk signs, and the targeting of fines to the City's sidewalks program.

d. Making information about processes for obtaining stop signs, street lights, and crosswalks more readily available to public.

e. The City should consider requiring wider sidewalks as a standard practice and explore ways to make sidewalks safer through the creation of a separation between streets and sidewalks using plantings and other means.

4. The City and Capital Metro should improve the access of families with children to the public bus system, such as by providing bus stops with benches; providing trees or other types of shade at all stops; posting schedules at the bus stops; and expanding

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weekend routes to pools, parks, and other places that attract families. The City and Capital Metro should also expand parking and transit options for large public festivals and events.

5. In conjunction with the City of Austin's goal of creating a more walkable Austin, the City should initiate an aggressive program to make streets around schools, parks, and public spaces more pedestrian- and bicyclist-friendly. In addition to seeking additional money for the Safe Routes to Schools program, we recommend that the City work with AISD to keep central city schools open (and, if appropriate, to reconvert central city AISD buildings back into schools) to minimize students' need to cross major intersections on foot or bike. The City should consider identifying car-free walking corridors near schools to promote

## ENDNOTES

1. A recent report by CEOs for Cities explored family interest in living in the urban core and found that families fall into one of four categories: Urban Pioneers, Tentative Urbanites, Discontent Suburbanites, and Suburban Loyalists. Suburban Loyalists are satisfied with living in the suburbs and do not express an interest in living in the urban core of a city. Urban Pioneers, on the other hand, are die-hard city lovers who will do anything to live in the urban core. The report recommends cities focus on Tentative Urbanites and Discontent Suburbanites, who are willing to live in the urban core if the right amenities are offered. The report is available at: [www.ceosforcities.org/internal/files/CEOs\\_KidsInCities.pdf](http://www.ceosforcities.org/internal/files/CEOs_KidsInCities.pdf)
2. Ryan Robinson, "Families with Children in Austin," PowerPoint presentation to the Families and Children Task Force on 26 September 2007.
3. Janny Scott, "Cities shed middle class, and are richer and poorer for it," New York Times, 23 July 2006.
4. Joel Kotkin, "The Rise of Family-Friendly Cities," Wall Street Journal, 27 November 2007, citing Brookings Institute demographer Bill Free.
5. Kotkin.
6. *ibid.*
7. *ibid.*
8. CEO for Cities, "City Kids," 7.
9. Kotkin.
10. United Way Capital Area, "The Economic Impact of Formal Childcare in Travis County," (2008): 15. According to a study by Texas A&M University, "every \$1.00 invested in high quality pre-k programs [in the state of Texas] returns at least \$3.50 to local Texas communities." From "A Cost-Benefit Analysis of Universally-Accessible Pre-Kindergarten Education in Texas," 74. The United Way Capital Area's Success by 6 Program recently issued a finding "every \$1.00 invested in quality preschool programs can save society as much as \$17.00 in remedial education, welfare costs, and court and prison expenses." Success By 6, "The 2007 Report Card on Child Well-Being for Austin/Travis County," 3.
11. [http://seattlepi.nwsourc.com/local/261982\\_lcenter07.html](http://seattlepi.nwsourc.com/local/261982_lcenter07.html)
12. "City Kids," 6.
13. "City Kids."
14. *ibid.*, 7.
15. Phillip Longman, Senior Fellow of the New America Fund, quoted in Timothy Egan, "Vibrant Cities Find One Thing Missing: Children," New York Times, 24 March 2005).
16. Kotkin..
17. Quote paraphrased by Timothy Egan in "Vibrant Cities Find One Thing Missing: Children."
18. John Pomfret, "Where Did All the Children Go. In San Francisco and Other Big Cities, Costs Drive Out Middle-Class Families," Washington Post, 19 March 2006.
19. Richard Weissbourd, *The Vulnerable Child: What Really Hurts America's Children and What We Can Do About It.* (Da

Capo Press, 1997), 232. According to the United Nations, a Child Friendly City is actively engaged in fulfilling the right of every young citizen to: influence decisions about their city; receive basic services such as health care and education; walk safely in the streets they own; meet friends and play; have green spaces for plants and animals; live in an unpolluted environment; participate in cultural and social events; and other items. See <http://www.childfriendlycities.org/>

20. The top two reasons families with children move to the suburbs is the lack of affordable housing and the need for more space. Timothy Egan, "Vibrant Cities Find One Thing Missing: Children," referring to a study conducted by Portland State University on the reasons why parents left the City of Portland.

21. See, for example the City of Portland, Farrarini and Associates. "Market Assessment for Family-Oriented Condominiums" Portland, OR: PDC, 2006 and the Canadian Mortgage & Housing Corporation Study, "Housing the New Family: Reinventing Housing for Families."

22. Israel, Evelyn & Warner, Mildred, "Planning Family Friendly Communities: Survey Results," a PowerPoint presentation presented at the 2008 APA National Planning Conference (29 April 2008).

23. Beverly Kingston, et al., "Creating Child-Friendly Cities: The Case of Denver," Municipal Engineer (June 2007).

24. See also the Canadian Institute of Planners, "Kid's Guide to Building Great Communities; A Manual for Planners & Educators."

25. CEO for Cities, "City Kids."

26. See Isabelle Groc, "Parents with young children say 'yes' to living downtown," Planning (June 2007), citing a Portland Development Commission study.

27. "High-density housing for families with children guidelines." City of Vancouver, 23 March 1992.

28. <http://www.courtyardhousing.org>

29. See Groc, citing a Portland Development Commission study.

30. Cornell University's Linking Economic Development and Child Care Research Project has conducted extensive research and provided support to cities working to develop stronger links between economic development and the availability of child care services. For more information, see the project's website at: <http://government.cce.cornell.edu/doc/reports/childcare/>

31. Mildred Warner, Shira Adriance, et. al. "Economic Development Strategies to Promote Quality Child Care," Linking Economic Development and Child Care Research Project, Department of City and Regional Planning, Cornell Cooperative Extension, Cornell University, 2004, 24ff. The Child Care Subcommittee of the Task Force drew heavily from the text and examples used in this article for this discussion of strategies.

32. In Austin these policies are generally left up to the individual business to decide. Lack of subsidies and the high cost of providing the child care tends to limit the availability of workforce child care to only the middle- and upper-income employees.

33. In Texas, there are informal programs that link training to compensation but this practice is not mandated. Texas uses the Rising Star system as a Quality Rating System and provides increased subsidies from WorkSource for child care centers as they accumulate more "Rising Stars." The City has partnerships with ACCD for child development scholarships—there is currently a waiting list, however, for teachers wishing to access these services.

34. While these are in place in Texas, reimbursement from WorkSource, however, does not cover full tuition costs at many child care centers, which can be a burden to struggling child care centers. United Way Capital Area's Success By 6 does offer

grants to child care centers make up the difference between the WorkSource reimbursement and the full cost of the tuition.

35. CDBG funds have been used to build child care centers in low-income areas in Austin (but not near transportation or housing hubs). Child care services are mentioned as needing to be considered in Austin's TOD plans but are not a requirement.

36. City of Portland, "Principles of Child Friendly Housing," Bureau of Planning, July 2007, 20: citing a study in Germany that found street redesign in Germany led to a 20 percent increase in play activity.

37. Arthur Lubow, "The Road to Curitiba," New York Times Magazine, 20 May 2007.

38. Linda Baker, "Streetless in Seattle": An innovative shared-space design is taking shape in the city's developing South Lake Union neighborhood," Metropolitan Magazine (17 April 2006), [www.metropolismag.com/cda/story.php?artid=1911](http://www.metropolismag.com/cda/story.php?artid=1911).

39. City of Arlington website: <http://www.arlingtonva.us/departments/CPHD/housing/targets/CPHDHousingTargets>

40. Peter Harnik and Jeff Simms, "Parks: How Fair is Too Far," Planning (December 2004).

41. *ibid.*

42. *ibid.*

43. *ibid.*

44. Clare Marcus Cooper and Wendy Sarkissian, *Housing as if People Mattered: Site Design Guidelines for Medium-Density Family Housing*. University of California Press, 1988.

45. See descriptions of the "Sound Garden" at Cadillac Area Visitors Bureau website: <http://www.cadillacmichigan.com/pages.php?tabid=4&pageid=21&title=Sound+Garden> and on the Project for Public Spaces: [http://www.pps.org/great\\_public\\_spaces/one?public\\_place\\_id=676&type\\_id=0](http://www.pps.org/great_public_spaces/one?public_place_id=676&type_id=0)

46. <http://imaginationplayground.org/more/index.html>. The Project for Public Spaces has information on several innovative playgrounds from across the country. See PPS's website: [http://www.pps.org/topics/play/Play\\_Places](http://www.pps.org/topics/play/Play_Places).

47. [http://thunder1.cudenver.edu/cye/lla/lla\\_ucd.html](http://thunder1.cudenver.edu/cye/lla/lla_ucd.html)

48. For more history about the development of this project, see Travis Park Elementary's website <http://www.traviselementary.org/sparkpark.htm>.

49. See The Rural School and Community Trust, "School-Community Partnerships Benefit Both" [http://www.ruraledu.org/site/c.beJMIZOCIrH/b.1563225/k.E71D/SchoolCommunity\\_Partnerships.htm](http://www.ruraledu.org/site/c.beJMIZOCIrH/b.1563225/k.E71D/SchoolCommunity_Partnerships.htm)

50. Robbin Rittner-Heir, "Schools and Economic Development," *School Planning & Management*. 24 June 2006. Available online at <http://www.peterli.com/archive/spm/437.shtm>.

51. Elizabeth Learning Center (<http://www.eslc.k12.ca.us>) was designated as an Urban Learning Center site by the New American School's Development Corporation (NASDC). New American School's Development Corporation or the New American School, as the private nonprofit organization came to be called, set out to effect broad-based educational reform in part through school design. For more information, see Thomas K. Glennan Jr., *New American Schools After Six Years*. Rand Corporation: 1998.

52. See City of Glendale Parks and Recreation Department brochure, available online [http://www.ci.glendale.ca.us/parks/pdf/PCC\\_Brochure.pdf](http://www.ci.glendale.ca.us/parks/pdf/PCC_Brochure.pdf) and "Edison School/Pacific Park Project," Case Studies: Joint Use section of *New Schools Better*

53. Barbara McCann and Constance Beaumont, "Build 'Smart,'" American School Board Journal (October 2003). Available online at <http://smartgrowthamerica.org/SGA%20School%20Sprawl.pdf>
54. "Historic Schools Success Stories: Adams School and Community Center," National Trust for Historic Preservation. <http://www.preservationnation.org/resources/case-studies/historic-neighborhood-schools/historic-schools-adams-school.html>
55. See the school's website: <http://www.wmep.k12.mn.us/idds>
56. "Family Housing, Downtown," Planning Commissioners Journal, No. 61 (Winter 2006).
57. Linda Baker, "Spurring Urban Growth in Vancouver, One Family at a Time," New York Times, 25 December 2005.
58. Weissbourd, 231.
59. *ibid.*
60. *ibid.*, 232.
61. Aubrey Cohen, "Parents want more family-friendly downtown living," Seattle Post-Intelligencer 16 October 2006.
62. Lisel Blash et al, "Getting Behind the Headlines: Families Leaving San Francisco," San Francisco State University, Public Research Institute, September 2005.
63. San Francisco Mayor Newsom's Policy Council on Children, Youth and Families, "Housing for Families with Children in San Francisco," Discussion Brief, 23 January 2006.
64. For another model of a rental assistance program that is designed to promote school stability, see the Flint, Michigan, program discussed in Erik Eckholm, "To Avoid Student Turnover, Parents Get Rent Help," The New York Times 24 June 2008.
65. The focus of the State of the City report would be to provide an update on particular city policies that have been adopted related to improving the quality of life for families with children, along with any shift in demographic trends related to families with children. The ombudsperson may work in collaboration with nonprofit organizations and other relevant city departments to compile this report. Several community agencies, such as the United Way Capital Area, already provide reports on particular issues related to families and children. The State of the City report should therefore be a supplement to any existing reports and not attempt to duplicate the information covered in these other reports.
66. See planning processes in Seattle, Washington; Charleston, South Carolina; Des Moines, Iowa; and Minneapolis, Minnesota for some examples.
67. For additional information on the economic impact of child care in the Austin region, see the introduction section on the reasons for creating a family-friendly city.
68. Several promising efforts are underway to improve child care services in Austin, like Success by 6's efforts to increase the number of child care facilities meeting quality standards above minimal licensing regulations. In spring 2006, fewer than 15 percent of local child care facilities met any quality standards; today, nearly 30 percent meet these standards. The city's comprehensive plan should be developed in collaboration with these other efforts.
69. For several examples, see the City of Vancouver's TOD developments and downtown family-friendly design guidelines and the City of Portland courtyard design competition guidelines.

70. See Arlington, Virginia's plan, for example.
71. The City of Austin's Neighborhood Housing and Community Development Department currently offers a tenant-based rental assistance program, but the scope is focused on chronically homeless families and is thus more limited than what is proposed in this recommendation.
72. Richard J. Dolesh, et al, "Top 10 Reasons Parks are Important," National Recreation and Park Association website, [www.nrpa.org](http://www.nrpa.org). For a list and links to scholarship and other publications examining the many different benefits of parks and open spaces, visit the Natural Learning Initiative's website, at <http://www.naturalearning.org/publications/publications.htm>.
73. One-quarter of the task force's survey participants reported they do not live within walking distance of a park.
74. The mile standard is not "as the crow flies," but instead takes into consideration a person's ability to walk to a park without crossing any major physical barriers such as a railroad track, major creek, or major road. The map "City of Austin Parks 2007," which appears in the Appendix, illustrates the location of existing parks.
75. For a broader discussion on the benchmarks set by other several other cities around the country regarding the siting of parks, see the Best Practices section of this report.
76. A Public Improvement District was created in 1993 and currently exists in Downtown Austin to provide funding for certain downtown improvement initiatives.
77. See the Best Practices section of the report for information on the City of Denver's program to transform schoolyards into multi-use spaces for children and the surrounding neighborhood.
78. The City of Austin's "CreateAustin Cultural Master Plan" and AISD's Community Committee on Neighborhoods and Schools final report offer related suggestions. See, for example, "CreateAustin Cultural Master Plan," built environment recommendations," esp. recommendation 2, page 28.
79. Austin might, for example, create an adventure playground similar to the one in downtown Houston and the Imagine Playground in New York City, or incorporate other creative ideas highlighted by groups such as the Project for Public Spaces.
80. One past program that might bear reconsideration is PARD's "Roving Leaders" program that connected AISD students with nearby parks and facilities. The program was eliminated after a series of budget cuts.
81. See Jaimeson Park in Portland, Oregon.
82. While the Downtown Arts Development Study focuses rather heavily on the visual arts, most recommendations could accommodate a broader definition of the cultural arts and could thus offer even more appeal to families with children.
83. See "CreateAustin Cultural Master Plan" for expanded discussion of this point.
84. See "CreateAustin Cultural Master Plan" for expanded discussion of recommendations related to this point, especially pages 42–44.
85. See Houston and Dallas as examples of cities with such cultural offerings.
86. Please see the Community Committee on Neighborhood School's "Final Report to the Board of Trustees," presented to the AISD Board of Trustees on April 28, 2008.
87. Texas Education Code, Chapter 11.158 Section (a)(14).

Updated 10-18-12 at 4:00pm

88. City policy similar to Florida Code 1013.33 or Oregon Statue 195.110 is recommended.
89. This recommendation borrows heavily from the language in the CCNS "Final Report to the Board of Trustees."
90. This recommendation borrows heavily from the language in the CCNS "Final Report to the Board of Trustees."
91. For a series of case studies, see the New Schools Better Neighborhoods website at <http://www.nsbm.org>
92. The Public Safety Task Force has also made similar recommendations.





## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** October 23, 2012

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on budget amendments, transfers and discussion items.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**  
Please see attached documentation.

**STAFF RECOMMENDATIONS:** Please see attached documentation.

**ISSUES AND OPPORTUNITIES:** Please see attached documentation

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

**REQUIRED AUTHORIZATIONS:**

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

**Leroy Nellis – Planning and Budget Office, (512)854-9106**

**Jessica Rio – Planning and Budget Office, (512)854-9106**

**County Judge's Office, (512)854-9555**

**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](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

## BUDGET AMENDMENTS AND TRANSFERS

10/23/2012

### FY 2012

T1	0002	114006	500050	Facilities	Perm. Salaries		\$9,736.00	5
	0002	114006	511160	Facilities	Property Mngt. Serv.	\$9,736.00		

### FY 2013

#### AMENDMENTS

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580160	Reserves	IJS/FACTS Reserves		\$196,951.00	1
		0001	112004	510310	ITS	Software	\$86,272.00		
		0001	112004	510070	ITS	Comp Equip & Perip	\$110,679.00		

#### TRANSFERS

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T2		0001	149001	511890	TNR	Consulting		\$5,663.00	7
		0001	149025	500050	TNR	Perm. Salaries	\$4,622.00		
		0001	149025	506010	TNR	FICA - OASDI	\$287.00		
		0001	149025	506020	TNR	Medicare	\$67.00		
		0001	149025	506050	TNR	Retirement Contrib.	\$567.00		
		0001	149025	506060	TNR	Worker's Comp.	\$120.00		



## PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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

October 15, 2012

To: Commissioners Court

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

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the "From:" line.

Re: Request from IJS reserve for Document Management System Hardware

Attached is a request from Information Technology Services for \$196,951 from the Integrated Justice System reserve to purchase hardware for the OnBase Document Management System. This system will be implemented first in the County Clerk's Office and then to District Clerk, District Attorney, County Attorney and Records Management departments through FY14. The hardware that will be purchased is expected to be sufficient for all departments' usage of the system. The County Clerk and Criminal Courts Administration are also contributing funding for storage.

This is an anticipated expenditure from the IJS Reserve. The reserve was set at \$2,164,795 for FY13 in order to cover costs for the CUC Techshare Program and the On Base Document Management System. After this budget amendment is processed there will be \$1,967,844 remaining for other expenses. PBO recommends approval of this transfer of funds.

CC: Walter LaGrone, ITS  
Tanya Acevedo, ITS  
Rod Brown, ITS  
Randy Lott, ITS  
David Lampl, ITS  
Diana Ramirez, PBO  
Leslie Browder, PBO  
Jessica Rio, PBO



Travis County Courthouse, Austin, Texas

**TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES**

700 Lavaca, Suite 501A, Austin, Tx 78767 (512) 854-9372 Fax (512) 854-4401

FROM: Tanya Acevedo, *TJA* Interim Chief Information Officer

TO: Katie Gipson, Planning and Budget Office

DATE: October 10, 2012

SUBJECT: Request for resources from IJS Reserve for Document Management System (DMS) Hardware

ITS is requesting Commissioners Court approval to transfer \$196,951 from the FY 13 IJS Reserve to various ITS commitment items for required hardware and software infrastructure for the ITS portion of the DMS project. The Commissioner's Court approved a reserve of \$2,164,795 for FY 13 to initially fund several enterprise technology initiatives including a new Document Management System and the CUC Prosecutor and Courts modules.

The County Clerk, Courts Admin, and Information Technology Services departments are collaborating to purchase hardware and software to establish the infrastructure required for the OnBase Document Management System (County Clerk) and storage for the Judges Workbench eDocket (Courts Admin) projects. The County Clerk will initially use the new DMS system with the District Clerk, District Attorney, County Attorney, and Records Management anticipating to join the project in Fiscal Year 2014. Funding for the County Clerk and Courts Admin portions will come directly from their respective Fiscal Year 2013 budgets.

The requirements for County Clerk, Courts Admin, and ITS funding to purchase the DMS servers, storage and operating system software and Judges Workbench are below.

DMS Project Hardware:

36 TeraByte (TB) Storage	\$ 77,923
VM Server	\$ 81,419
Database servers	\$ 24,054
<u>SQL Server 2008 Enterprise Licenses</u>	<u>\$ 86,273</u>
Hardware Total	\$ 269,669

Breakout by department/office:

County Clerk	\$ 67,418
Courts Admin (6 TB Storage)	\$ 5,300
<u>ITS (for District Clerk, CA, DA, RMCR)</u>	<u>\$ 196,951</u>
Total	\$ 269,669

From: IJS Reserve	1980000000 580160	\$196,951
To: ITS	1120040001 510070	\$110,679
	1120040001 510310	\$86,272

County Clerk and Courts Admin will transfer their portions of the funding to ITS and all purchases will be made through existing contracts. Installation and configuration of the hardware will be accomplished by ITS, with assistance from the County Clerk and the integration vendor, ImageSoft. The installation and configuration will be completed in late 2012 or early 2013, depending on the equipment delivery date.

**CC: The Honorable Dana DeBeauvoir, County Clerk**  
**Susan Bell, County Clerk's Office**  
**The Honorable Amalia Rodriguez-Mendoza , District Clerk**  
**Michelle Brinkman, District Clerk**  
**The Honorable David Escamilla, County Attorney**  
**Don Castiglioni, County Attorney's Office**  
**The Honorable Rosemary Lehmborg, District Attorney**  
**Vicki Skinner, District Attorney's Office**  
**Mark Erwin, County Courts**  
**Roger Jeffries, County Executive for Justice and Public Safety**  
**Leslie Browder, County Executive for Planning and Budget**  
**Steven Broberg, Director, RMCR**  
**David Lamp'l, Randy Lott ITS**

# Header Information for Entry Doc Number 400001054

Doc. Number 400001054      Doc. Status Preposted      FM Area 1000  
 Budget. Cate. Payment      Doc. Year 2013      Doc. Date Oct 10, 2012  
 Value Type Budget      Version 0      Doc. Type TRAN  
 Budget Type 1      Fiscal Year 2013      Year. Cash. Eff  
 Process UI TRAN      Process SEND      Original. Applic. BWB      Doc. Family  
 Creation Date Oct 15, 2012      Creation Time 14:28:10  
 Creator PETERSK      Year Cohort Public Law  
 Resp. Person Legislation

**Additional Data**

Header Text Transfer from IJS Reserve for DMS/Judges Workbench

TextName

**Lines**      Total Document      \$196,951      USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580160	1120	NOT-RELEVANT	-110,679	Transfer from IJS Reserve for DMS/Judges Workbench
000002	0001		1980000000	580160	1120	NOT-RELEVANT	-86,272	Transfer from IJS Reserve for DMS/Judges Workbench
000003	0001		1120040001	510310	1110	NOT-RELEVANT	86,272	Transfer from IJS Reserve for DMS/Judges Workbench
000004	0001		1120040001	510070	1110	NOT-RELEVANT	110,679	Transfer from IJS Reserve for DMS/Judges Workbench

*Handwritten signature*  
 Oct 18, 2012



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Diana A. Ramirez, Assistant Budget Director *Diana Ramirez*

**DATE:** October 16, 2012

**RE:** Request by FMD to transfer \$9,736 from Salary Savings to the Operating Budget in the 700 Lavaca Fund (Fund 0002) Fiscal Year 2012 Budget

FMD's departmental accrual in the 700 Lavaca Fund for FY 12 is short by \$9,736. This budget adjustment will allow the transfer of temporary salary savings from FMD's personnel budget in this special fund to the operating commitment item to cover property management costs through September 30, 2012, at 700 Lavaca.

PBO recommends Court approval of this FY 2012 budget adjustment because this special fund is very healthy and the proposed use of funds is an approved use.

**cc:** Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO  
Amy Draper, John Carr, FMD  
Hannah York, Auditor's Office

# Header Information for Entry Doc Number

**400001088**

Doc. Number 400001088 Doc. Status Preposted FM Area 1000  
 Budget. Cate. Payment Doc. Year 2012 Doc. Date Oct 16, 2012  
 Value Type Budget Version 0 Doc. Type TRAN  
 Budget Type 2 Fiscal Year 2012 Year.Cash.Eff  
 Process UI TRAN Process SEND Original.Applic. BWB Doc.Family  
 Creator DRAPER Creation Date Oct 16, 2012 Creation Time 10:49:10  
 Resp. Person Year Cohort Public Law  
 Legislation

## Additional Data

Header Text To cover FY12 Accrual

TextName

## Lines

Total Document 9,736 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0002		1140060002	500050	1140	NON-FUNDED-PROGRAM	-9,736	To cover FY12 Accrual--property management
000002	0002		1140060002	511160	1140	NON-FUNDED-PROGRAM	9,736	To cover FY12 Accrual

*Draper*  
*10/18/2012*



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Diana A. Ramirez, Assistant Budget Director *Diana Ramirez*

**DATE:** October 16, 2012

**RE:** Request by TNR to Internally Transfer \$5,663 from Operating Budget to Personnel

TNR is requesting to transfer \$5,663 from its consulting commitment item to salaries and benefits to allow the department to fill the Road Maintenance Worker position for the International Cemetery. The department is requesting to fill the position (slot 421) with an existing Road Maintenance employee currently funded in the Road & Bridge Fund (Fund 0145).

The department indicates that the expenditures from the consulting budget vary from year to year, that the \$5,663 transfer will not hurt ongoing operations, and that replenishment of these funds will not be requested at a later date. TNR internally funded many of the Market Salary Survey reclassifications in FY 12 leaving little vacancy savings available for this personnel action.

PBO recommends approval of this transfer.

**cc:** Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO  
Todd Osburn, HRMD  
Steven Manilla, Carol Joseph, Don Ward, Donna Holt, Cynthia McDonald, TNR



**TRANSPORTATION AND NATURAL RESOURCES**

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

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

October 9, 2012

**MEMORANDUM**

**TO:** Members of the Commissioners Court  
 Planning & Budget Office  
*Carol B. Doyle for*  
**FROM:** Steven M. Manilla, P.E., County Executive, TNR

**SUBJECT:** BUDGET TRANSFER REQUEST TO SUPPLEMENT SALARY FOR  
 CEMETERY POSITION (SLOT 421)

TNR is asking for approval to supplement the salary for a Road Maintenance Worker position located at the International Cemetery (Slot 421). TNR Road Maintenance has an existing employee that is currently funded by the Road and Bridge Fund that we are recommending to move to the Cemetery slot at the existing salary. However, in order to transfer the employee, additional funding is required. Therefore, TNR is recommending the permanent reallocation of \$5,663 from an operating line item to the various salary accounts to ensure adequate funding for the transfer. Below is the detail of the \$5,663 to be transferred.

From TNR Admin-GF

Fund Center: 1490010001  
 Commitment Item: 511890

To TNR Customer Service-GF

Fund Center: 1490250001

Commitment Item	Description	Revised Budget	Recommended	Amount
500050	Sal-Reg Emp	\$ 24,681	\$ 29,303	\$ (4,622)
503010	Longevity Pay-All Emps	\$ -	\$ -	\$ -
506010	FICA Tax-OASDI	\$ 1,530	\$ 1,817	\$ (287)
506020	FICA Tax-Medicare	\$ 358	\$ 425	\$ (67)
506030	Med Ins Benefit	\$ 8,353	\$ 8,353	\$ -
506040	Life Insurance Benefit	\$ 99	\$ 99	\$ -
506050	Retirement Contribution	\$ 3,028	\$ 3,596	\$ (567)
506060	Workers' Comp	\$ 640	\$ 760	\$ (120)
<b>Additional Funding Needed</b>				<b>\$ (5,663)</b>

**cc:** Don Ward, TNR Road Maintenance  
David Greear, TNR Road Maintenance  
Howard Herrin, TNR Road Maintenance  
Tracy Smith, TNR Road Maintenance  
Donna Holt, TNR Admin Services  
Cynthia McDonald, TNR Financial Services

# Header Information for Entry Doc Number 400001089

Doc. Number 400001089      Doc. Status Preposted      FM Area 1000  
 Budget Cate. Payment      Doc. Year 2013      Doc. Date Oct 16, 2012  
 Value Type Budget      Version 0      Doc. Type TRAN  
 Budget Type 2      Fiscal Year 2013      Year. Cash. Eff  
 Process UI TRAN      Process SEND      Original. Applic. BWB      Doc. Family  
 Creator JENSENC      Creation Date Oct 16, 2012      Creation Time 10:00:54  
 Resp. Person      Year Cohort      Public Law  
 Legislation

**Additional Data**

Header Text

TextName

**Total Document** 5,663 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1490010001	511890	1710	NOT-RELEVANT	-5,663	Permanent salary supplement
000002	0001		1490250001	500050	1710	NOT-RELEVANT	44,622	
000003	0001		1490250001	506010	1710	NOT-RELEVANT	1287	
000004	0001		1490250001	506020	1710	NOT-RELEVANT	167	
000005	0001		1490250001	506050	1710	NOT-RELEVANT	1567	
000006	0001		1490250001	506060	1710	NOT-RELEVANT	1120	

10/18/2012

**Allocated Reserve Status (580010)**

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945 (\$10,000)	TNR	10/16/12	Beginning Balance Clean Air Force 2013
<b>\$6,910,945</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$220,074)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Criminal Courts Legally Mandated Fees – Attorney Fees & Other Court Costs for Capital Ca
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$250,000)	Facilities Management – Facilities Best Practices Review
(\$200,000)	General Administration – HUB Requirements Disparity Study (\$35,595 funds from State, res
(\$359,065)	Health & Human Services – Office of Children's Services Grant Match
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$25,885)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$217,241)	TCSO - Constable Staffing
<b>(\$3,289,334)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$3,621,611</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

**Capital Acquisition Resources Account Reserve Status (580070)**

**CAR RESERVE TRANSFERS**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$2,813,944			Beginning Balance
<b>\$2,813,944 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Reserves Previously Identified During the FY 13 Budget Process:**

<b>Amount</b>	<b>Explanation</b>
\$ (825,300)	ITS Infrastructure for FMD Projects
\$ (660,000)	Virtual tape Library option 3
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (61,954)	Constable Staffing
<b>\$ (2,075,300)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

12

**Emergency Reserve Status (580120)**

Amount	Dept Transferred Into	Date	Explanation
\$2,016,924			Beginning Balance
<b>\$2,016,924</b>	<b>Current Reserve Balance</b>		

**Fuel & Utility Reserve Status (580130)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000</b>	<b>Current Reserve Balance</b>		

**Planning Reserve Status (580210)**

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000			Beginning Balance
<b>\$5,496,000</b>	<b>Current Reserve Balance</b>		

**Juvenile Justice TYC (580260)**

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
<b>\$418,959</b>	<b>Current Reserve Balance</b>		

**Smart Bldg. Facility Maintenance Reserve Status (580240)**

Amount	Dept Transferred Into	Date	Explanation
\$160,778			Beginning Balance
<b>\$160,778</b>	<b>Current Reserve Balance</b>		

**IJS/FACTS Reserve Status (580160)**

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
<b>\$2,164,795</b>	<b>Current Reserve Balance</b>		

**Transition Reserve Status (580300)**

Amount	Dept Transferred Into	Date	Explanation
\$101,889			Beginning Balance
<b>\$101,889</b>	<b>Current Reserve Balance</b>		

**Reserve for State Cuts Status (580310)**

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
<b>\$250,000</b>	<b>Current Reserve Balance</b>		

**Starflight Maintenance Reserve Status (580320)**

Amount	Dept Transferred Into	Date	Explanation
\$1,001,050			Beginning Balance
<b>\$1,001,050</b>	<b>Current Reserve Balance</b>		

**1115 Waiver Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000</b>	<b>Current Reserve Balance</b>		

**Interlocals Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$2,166,175			Beginning Balance
<b>\$2,166,175</b>	<b>Current Reserve Balance</b>		

**Annualization Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$65,768			Beginning Balance
<b>\$65,768</b>	<b>Current Reserve Balance</b>		

**Salary Savings Reserve Status (580200)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$400,000			Beginning Balance
<b>\$400,000</b>	<b>Current Reserve Balance</b>		

**Unallocated Reserve Status (580015)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$57,195,853			Beginning Balance
<b>\$57,195,853</b>	<b>Current Reserve Balance</b>		



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/23/2012, 9:00 AM, Voting Session

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

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

- A. Amendment to the Austin/Travis County Family Violence Protection Team Interlocal to extend the end date of the grant to March 31, 2013;
- B. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Family Drug Treatment Court Program in the Civil Courts;
- C. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Drug Court and In Home Family Services grant in the Juvenile Probation Department;
- D. Amendment to the agreement with the Texas Department of Housing and Community Affairs to increase the grant award for the Comprehensive Energy Assistance Program (CEAP) in Health and Human Services and Veterans Service; and
- E. Annual Contract with the Texas Department of Housing and Community Affairs for Health and Human Services and Veterans Service to continue to provide weatherization repairs for low income households through the Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program;

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

These items are all to essentially extend the ability of five existing grant programs to continue into FY 2013. Item A extends the Family Violence Protection Team to March 31, 2013. Items B,C, & E are the new grant awards for FY 2013. Item E increases the amount of the existing grant award by \$1,644,859.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

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

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Only item B has a grant match and it is met through the allocation of a portion of an existing staff person.

Please note, Item A, while it extends the end date of the current grant, it terminates at that time and the recipients of the grant funds intend on briefing the Court in November on how they intend to continue the grant after that time. This discussion will likely involve a request for General Fund resources to continue the program through FY 13.

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
Melissa Velasquez

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2013

Updated 10-18-12 at 4:00pm

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

Contracts	Dept. Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	119 Family Violence Protection Team*	10/1/2010 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	R	EC	5
B	122 Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	R	C	14
C	145 Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	R	MC	26
D	158 Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	R	EC	38
E	158 Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	R	EC	47

\* Amended from original.

**PBO Notes:**

R - PBO recommends approval.

NR - PBO does not recommend approval

D - PBO recommends item be discussed.

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

S - Simple

MC - Moderately Complex

C - Complex

EC - Extremely Complex

**FY 2013 Grant Summary Report  
Grant Applications approved by Commissioners Court**

*The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
			\$0	\$0	\$0	\$0	\$0	-	

\*Amended from original agreement.

FY 2013 Grant Summary Report  
 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12 - 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012 - 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
			\$772,929	\$71,221	\$0	\$0	\$844,150	4.50	

\*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	No
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	No
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	No
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	No
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	No
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	No
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
Totals			\$276,415	\$0	\$276,415	8.00				

### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: Contract Approval:     x	Permission to Continue: Status Report:
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<b>Department/Division:</b>	County Attorney's Office, Sheriff's Office, District Attorney's Office		
<b>Contact Person/Title:</b>	Mack Martinez, CA; Karen Maxwell, TCSO; Vicki Skinner, DA		
<b>Phone Number:</b>	854-9658	854-7508	854-9522

<b>Grant Title:</b>	Family Violence Protection Team		
<b>Grant Period:</b>	From:	10/1/2010	To:                    3/31/2013
<b>Grantor:</b>	VAWA/US Department of Justice		
<b>American Recovery and Reinvestment Act (ARRA) Grant</b>	Yes: <input type="checkbox"/>		No: <input checked="" type="checkbox"/>

<b>Check One:</b>	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
<b>Type of Payment:</b>	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$699,507			\$168,239		\$867,746
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	\$699,507	\$0	\$0	\$168,239	\$0	\$867,746
<b>FTEs:</b>	4.50					4.50

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
# of felony family violence cases indicted (DA)	800					800
% of felony family violence cases completed (DA)	90%					90%
# of felony family violence strangulation cases indicted (DA)	100					110
# of protective orders filed (CA)	710					710
<b>Measures For Grant</b>						
# of felony family violence cases staffed with law enforcement (DA)	400					420

# family violence victims served (SO)	1300					1300
Outcome Impact Description	The co-location of the prosecutors with team members who have specialized family violence case expertise allows for effective and efficient staffing and review of more cases than would be possible for an intake prosecutor with a general caseload.					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

This is a request to extend the grant period for the Family Violence Protection Team grant. This is so that the departments may spend out their remaining award. Please note that this grant is unlikely to continue in FY13. The District Attorney and County Attorney plan to update Commissioners Court in November on how they expect to continue the program without grant funding. The departments may be requesting General Fund resources. PBO recommends approval of this grant amendment.

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

This request is for approval of a new interlocal with the City of Austin to continue funding for the Austin/Travis County Family Violence Protection Team. The funding source for the interlocal is from a grant award to the City of Austin from the U.S. Department of Justice, Office on Violence Against Women, Community-Defined Solutions to Violence Against Women Program.

The Family Violence Protection Team (FVPT) was founded in 1997 to create a comprehensive and coordinated approach to family violence. FVPT members include the Austin Police Department, Travis County Sheriff's Office, Travis County District Attorney's Office, Travis County Attorney's Office, Travis County Constable's Office Precinct 5, SafePlace, and the Texas RioGrande Legal Aid. The City of Austin received a grant in 1997 that provided funding for most of the partners. In 2001, the City received a continuation grant that added funding to provide a part-time Assistant District Attorney.

In FY05, the City of Austin received a new Grant to Encourage Arrest Policies to continue FVPT's work in developing and strengthening effective responses to violence against women and encouraging the treatment of domestic violence and sexual assault as serious violations of criminal law. In addition to the full-time Assistant County Attorney and the half-time Assistant District Attorney funded by the previous grant, the new grant included funding for a half-time Assistant County Attorney and a Detective in the Sheriff's Office. The City of Austin later received a supplemental budget award that continued the grant funding for these positions through September 30, 2008. In FY09 the grant was further enhanced with the addition of a victim witness counselor in the Sheriff's Office and an overtime allotment for the Constables Precinct 5 to serve temporary ex parte protective orders represented by the Travis County Attorney's Office.

The City of Austin has received a grant award for FY11-FY12 that includes funding for the following Travis County participants in FVPT:

- 1) Sheriff -- 1FTE detective - \$72,252 (34% grant funding/66% County funding)
- 1 FTE victim counselor - \$85,203 (75% grant funding/25% County funding)

- 2) County Attorney – 1.5 FTE attorneys - \$281,634
- 3) District Attorney - .5 FTE intake family violence attorney - \$130,418  
.5 FTE intake family violence strangulation case attorney - \$124,000
- 4) Constable Precinct 5 – constable overtime pay - \$6,000

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

None.

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

The Sheriff's Office has budgeted funds to cover the remainder of the amount required for the FTE positions that are only partially funded by the grant.

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

Only salary and fringe benefits are allowed in the grant.

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

There is no County commitment to funding if the grant is discontinued. The work of the team would have to be absorbed back into the large general caseloads and handled by staff who do not have time to give specialized attention to domestic violence cases.

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

This is not a new program but a continuation and expansion of services previously provided by the Family Violence Protection Team.

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

The full-time assistant county attorneys provide a comprehensive program for civil enforcement of protective orders and file and prosecute contempt cases for violations of the orders. The full-time Sheriff's Office detective investigates family violence cases that fall within the County's jurisdiction, provides assistance to the smaller municipalities and trains victim services and law enforcement personnel. The full-time victim counselor provides service referrals, safety planning and assistance for victims of domestic violence, sexual assault and stalking. Precinct 5 Constables serve Temporary Ex Parte Protective Orders represented by the Travis County Attorney's Office and remove the respondent from the premises as ordered or provide standby assistance to the victim as needed. A part-time assistant district attorney staffs felony domestic violence cases with APD and TCSO law enforcement officers, presents felony family violence cases to the Grand Jury and participates in training for law enforcement, prosecutors, victim advocate groups and the community.

New grant funding was awarded for another part-time assistant district attorney. This attorney will screen cases alleging strangulation, prepare and present strangulation cases to the Grand Jury and assist in the prosecution of those cases in District Court. The new law that enhances penalties for assaulting a family member by strangulation of suffocation will increase the workload of the District Attorney's Family Justice Division.

The work of the assistant county attorneys is tied to three of the County Attorney's Office program measures: total protective order enforcement actions filed and number of assault family violence violation of protective order cases filed. The work of the detective in the Sheriff's Office allows for the incorporation of smaller agencies into the Family Violence Protection Team and adds valuable investigative assistance. The key program measure impacted by the victim counselor is the number of crime victims served. The work of the assistant district attorneys on the grant impacts these District Attorney's Office program measures: number of family violence indicted and % of family violence cases completed, # of felony family violence strangulation cases indicted, % of felony family violence strangulation cases completed.

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

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GRANGER BLDG., SUITE 420  
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(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

JAMES M. CONNOLLY

DANIEL BRADFORD

ELIZABETH H. WINN

† Member of the College  
of the State Bar of Texas

October 11, 2012

**MEMORANDUM**

**TO:** Sam Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Sarah Eckhardt, Commissioner, Precinct 2  
Karen Huber, Commissioner, Precinct 3  
Margaret Gomez, Commissioner, Precinct 4  
Leslie Browder, Executive Manager, Planning and Budget Dept.

**FROM:** Jim Connolly, Assistant County Attorney

**SUBJECT:** Amendment to Family Violence Protection Team Grant Interlocal Agreement

The purpose of this Memorandum is to request approval of the attached Amendment to the Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. The Commissioners Court approved the Interlocal Agreement on February 1, 2011. This Amendment will extend the term of the Interlocal for an additional six months (through March 31, 2013) to allow the remaining grant funds to be spent. We respectfully request the approval of the attached Amendment Number One. If you have any questions or would like additional information, please feel free to call me at 854-9539.

**cc:** Mack Martinez, County Attorney's Office  
Karen Maxwell, Sheriff's Office  
Vicki Skinner, District Attorney's Office  
Bruce Elfant, Constable, Precinct 5

**AMENDMENT NUMBER ONE  
INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY FAMILY VIOLENCE  
PROTECTION TEAM -- COMMUNITY-DEFINED SOLUTIONS  
TO VIOLENCE AGAINST WOMEN PROGRAM**

This Amendment Number One to the Interlocal Agreement for the Austin/Travis County Family Violence Protection Team ("Amendment Number One") is entered into by and between the City of Austin (the "City") and Travis County (the "County"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**WHEREAS**, the Parties have entered into that certain interlocal agreement entitled "Interlocal Agreement for the Austin/Travis County Family Violence Protection Team – Community-Defined Solutions to Violence Against Women Program" (the "Agreement"); and,

**WHEREAS**, the Agreement provides that the term of the agreement shall continue in full force and effect through the underlying grant expiration date of September 30, 2012 or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration date; however, the grant funds have yet to be completely spent.

**NOW, THEREFORE**, in consideration of the above premises, the Parties approve this Amendment Number One to the Agreement as follows:

- 1. Section III Term and Commencement is amended to read as follows:

This agreement shall be in effect from the time of original execution by all parties and shall continue in full force and effect though the amended grant expiration date of March 31, 2013 or the date the interlocal funds have been completely spent if that date is reached prior to the amended grant expiration date.

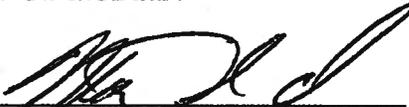
Except for the changes in this Amendment Number One, all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. One shall be signed in duplicate originals and has an effective date of October 1, 2012.

**COUNTY OF TRAVIS**

**CITY OF AUSTIN**

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

By:   
Marc A. Ott, City Manager *for*

Date: \_\_\_\_\_

Date: 10/5/12

By: \_\_\_\_\_  
David Escamilla, Travis County Attorney

Date: \_\_\_\_\_



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

**GRANT ADJUSTMENT NOTICE**

Grantee Information			
<b>Grantee Name:</b>	City of Austin	<b>Project Period:</b>	10/01/2010 - 03/31/2013
<b>Grantee Address:</b>	P.O. Box 1088 Austin, 78767	<b>Program Office:</b>	OVW
<b>Grantee DUNS Number:</b>	06-643-2683	<b>Grant Manager:</b>	Nicolette Gant
<b>Grantee EIN:</b>	74-6000090	<b>Application Number(s):</b>	2010-X0782-TX-WE
<b>Vendor #:</b>	746000090	<b>Award Number:</b>	2010-WE-AX-0030
<b>Project Title:</b>	Austin Travis County	<b>Award Amount:</b>	\$1,000,000.00
		<b>GAN Number:</b>	008
		<b>Date:</b>	09/04/2012

Change Project Period			
<b>Current Grant Period:</b>	Month: 23 Day: 29	<b>New Grant Period:</b>	Month: 29 Day: 30
<b>Project Start Date:</b>	10/01/2010	<b>*New Project Start Date:</b>	10/01/2010
<b>Project End Date:</b>	09/30/2012	<b>*New Project End Date:</b>	03/31/2013

**\*Required Justification for Change Project Period:**

The City of Austin requests a 6-month project period extension to complete program goals and objectives and to fully spend awarded OVW funds.

**Attachments:**

Filename:	User:	Timestamp:
COA Project Period GAN Ltr Rvsd2 August 2012.pdf	ap4746	08/28/2012 1:30 PM

**Audit Trail:**

Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	09/04/2012 12:03 PM
Submitted	PO - Grant Manager	ap4746	08/28/2012 1:31 PM
Change Requested	PO - Grant Manager	gantni	08/28/2012 11:28 AM

2nd request -

Please provide the total remaining funds and for each budget category.

Change Requested	EXTERNAL - External User	gantni	08/28/2012 11:28 AM
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2nd request -

Please provide the total remaining funds and for each budget category.

Submitted	PO - Grant Manager	ap4746	08/21/2012 6:04 PM
Change Requested	EXTERNAL - External User	gantni	08/15/2012 2:24 PM

Thank you for your submission. In order to complete the review of your request, please provide the following additional information:

1. The total remaining funds and for each budget category.
2. A spending plan detailing how funds will be spent monthly over the

Change Requested	PO - Grant Manager	gantni	08/15/2012 2:24 PM
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Thank you for your submission. In order to complete the review of your request, please provide the following additional information:

1. The total remaining funds and for each budget category.
2. A spending plan detailing how funds will be spent monthly over the

Submitted	PO - Grant Manager	ap4746	08/13/2012 7:13 PM
Draft	EXTERNAL - External User	ap4746	08/13/2012 7:12 PM

APPROVED ON CONSENT

- 54 Approve a resolution authorizing the application for and acceptance of \$40,000 in grant funding from the State of Texas, Governor's Office, Criminal Justice Division to implement the Austin Police Department project entitled the Austin JJGIU Juvenile Justice Improvement Project. Related to Item #55

APPROVED ON CONSENT

- 55 Approve an ordinance accepting \$40,000 in grant funds from the State of Texas, Office of the Governor, Criminal Justice Division; and amending the Fiscal Year 2011-2012 Police Department Operating Budget Special Revenue Fund of Ordinance No. 20110912-005 to appropriate \$40,000 for the Austin Police Department project entitled Austin JJGIU Juvenile Justice Improvement Project. Related to Item #54

APPROVED ON CONSENT

- 56 Approve a resolution authorizing the acceptance of \$71,214 in grant funding from the State of Texas, Governor's Office, Criminal Justice Division to implement the Austin Police Department Coverdell Project.

APPROVED ON CONSENT

- 57 Authorize negotiation and execution of an interlocal agreement between the City of Austin, the Austin Independent School District through its Police Department, the City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, and Williamson County through its Sheriff's Office for sustainment funding for the Austin Regional Intelligence Center.

APPROVED ON CONSENT

- 58 Authorize the negotiation and execution of an interlocal agreement between the North Central Texas Council of Governments and City of Austin for participation in the Law Enforcement Analysis Portal project.

APPROVED ON CONSENT

- 59 Authorize negotiation and execution of amendment number one to the interlocal agreement between the City of Austin and Travis County concerning the Family Violence Protection Team Community Defined Solutions To Violence Against Women program that will extend the term of the interlocal through March 31, 2013.

APPROVED ON CONSENT

#### **Public Works**

- 60 Authorize the negotiation and execution of the Termination of the Braker Lane Extension Interlocal Cooperation Agreement between the City of Austin and Travis County.

APPROVED ON CONSENT

#### **Purchasing Office**

- 61 Authorize award and execution of a 60-month requirement services contract with STANLEY CONVERGENT SECURITY SOLUTIONS, INC., for electronic security monitoring, system maintenance, and installation for various City departments in an estimated contract amount not to exceed \$1,435,000.

APPROVED ON CONSENT

- 62 Authorize negotiation and execution of a 12-month contract with TIBH INDUSTRIES, INC., for vegetation control in creeks and detention/water quality ponds, for the hauling of excessive vegetation and debris from specified job site locations to an acceptable landfill, and for herbicide application, in an amount not to exceed \$1,744,000.

APPROVED ON CONSENT

- 63 Authorize award and execution of a 36-month requirements service contract with AUSTIN ARBORIST COMPANY, dba AUSTIN TREE EXPERTS; FOREVER GREEN TROPICALS PLANT LEASING, INC., dba FOREVER GREEN; RIOS TREE SERVICE, INC.; and UNITY CONTRACTOR SERVICES, INC. (MBE/MB), or one of the other qualified bidders for IFB-BV No. SAP0135, to provide tree-trimming and removal services for various City Departments in an estimated amount not to exceed \$3,602,000 each and combined, with three 12-month extension options

### GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Civil Courts (22/10)	
Contact Person/Title:	Darlene Byrne, Judge, 126 <sup>th</sup> District Court/Peg Liedtke, Civil Courts Director	
Phone Number:	854-9300/854-9364	

Grant Title:	Family Drug Treatment Court (Grant # DC-13-A10-19747-06)		
Grant Period:	From:	9/1/2012	To: 8/31/2013
Grantor:	Office of the Governor, Criminal Justice Division's Drug Court Program		
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Originating Grantor:			
Originating Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Will County provide grants funds to a subrecipient?		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Budget Categories	Grant Funds	County Cost Share	<i>County Contribution</i>	In-Kind	<b>TOTAL</b>
Personnel:	\$65,494	\$0	\$0	\$0	\$65,494
Operating:	69,200	0	0	0	69,200
Capital Equipment:	0	0	0	0	0
Indirect Costs:	2,694	0	0	0	2,694
Total:	\$137,388	\$0	\$0	\$0	\$137,388
FTEs:	1.00	0.00	0.00	0.00	1.00

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

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Number of new enrollments in the program	20	6	12	20	29	24

Number of participants in the program	40	33	39	47	56	44
Number of people assessed for eligibility to participate in the program	25	7	18	31	43	32
<b>Measures For Grant</b>						
Number of participants employed or enrolled in school at the time of drug court graduation	6	1	4	8	8	6
Outcome Impact Description	Indicates the number of participants who are employed full or part time or who are enrolled in GED preparation or a vocational or college program at the time that they successfully complete the drug court program.					
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	1	0	0	1	1	1
Outcome Impact Description	Indicates the number of program participants that earn some sort of certification or degree, including a GED or high school diploma while they are participating in the FDTC program this fiscal year.					
Number of participants that successfully complete the program	8	2	5	11	12	8
Outcome Impact Description	Indicates the number of successful graduates from the FDTC program this fiscal year.					

**PBO Recommendation:**

This grant contract is to continue the intensive services provided to parents with substance abuse problems that are in the family court system.

The performance measures indicate that the current year performance measures are on track to being met or exceeded. There is no county match required.

PBO recommends approval of this application

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

The purpose of the Family Drug Treatment Court is "to provide a spectrum of court and community-based supports for parents involved in the child welfare system that promotes recovery from alcohol and drug addiction and encourages healthy lifestyle choices." The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes. The Civil Courts are requesting contract approval for funding for the Travis County Family Drug

Treatment Court program in FY 2013 for this grant with the Office of the Governor's Criminal Justice Division Drug Court Program Grant . The Drug Court currently has a Drug Court Coordinator that would continue with the approval of this grant.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

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

There is no match requirements associated with this grant.

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

Indirect costs of two percent are allowed under this funding source and have been included in the grant application.

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

The Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the county will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

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

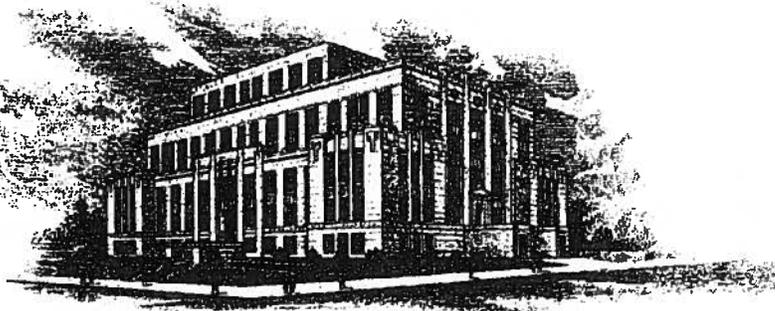
Not applicable.

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

The Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.

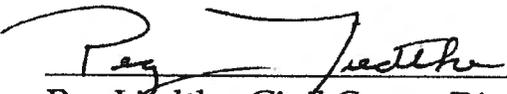
To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug

**Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation, and reporting as required.**



Office of the District Judges  
Heman Marion Sweatt Courthouse  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9300

TO: Alan Miller, Budget Analyst, Planning and Budget Office

FROM:   
Peg Hedtke, Civil Courts Director

DATE: October 8, 2012

RE: Contract Approval Request - Family Drug Treatment Court,  
FY 2013 Grant with the Governor's Criminal Justice Division

Please consider this request from the Civil Courts for contract approval of the FY 2013 grant with the Office of the Governor's Criminal Justice Division (CJD) program for the Family Drug Treatment Court in the requested amount of \$137,388.

It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met. Please contact me or Amanda Michael if further information is required or if you have any questions.

Thank you very much for your consideration.



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

September 27, 2012

The Honorable Samuel Biscoe  
County Judge  
PREVIEW - Travis County - PREVIEW -  
1000 Guadalupe St.  
Austin, Texas 78701-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett  
Executive Director

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
STATEMENT OF GRANT AWARD

**Grant Number:** DC-13-A10-19747-06 **CFDA or State ID:** 00.303  
**Program Fund:** DC- Drug Court Program  
**Grantee Name:** PREVIEW - Travis County - PREVIEW -  
**Project Title:** Family Drug Treatment Court  
**Grant Period:** 09/01/2012 - 08/31/2013  
**Liquidation Date:** 11/29/2013  
**Date Awarded:** September 27, 2012  
**CJD Grant Manager:** Anissa Vila

**CJD Award Amount:** \$137,388.00  
**Grantee Cash Match:** \$0.00  
**Grantee In Kind Match:** \$0.00  
**Total Project Cost:** \$137,388.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

- 1 Other Condition of Funding. Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

**Memorandum**

**To:** CJD Grant Recipients  
**From:** Aimee Snoddy, Deputy Director  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** September 27, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

**Financial Reporting** – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)  
July 22 (April-June quarter)  
October 22 (July-September quarter)  
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

**Payment Authorization** – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

**Generated Program Income** – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

**Grant Funded Personnel** – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

**Project Changes** – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

**Equipment** – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

**Fidelity Bond** – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

**Required Notifications** – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

**Project Effectiveness** – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

**Programmatic Reporting** – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

**Monitoring** – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

**Audit Requirements** – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

**Conflict of Interest** – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**Contracting and Procurement** – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

**Travel** – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28 C.F.R. Part 23 Training** - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

**Programs Approved to Pay Overtime for Personnel** - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

**Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying** - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

**OneStar Foundation Registration and Organization Profile for Nonprofit Corporations** - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

### GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Drug Court & In-Home Family Services		
Grant Period:	From: 09/01/2012	To: 08/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U.S. Department of Justice		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	\$7,381	0	0	\$7,381
Operating:	\$66,428	0	0	0	\$66,428
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
<b>Total:</b>	<b>\$66,428</b>	<b>\$7,381</b>	<b>0</b>	<b>\$0</b>	<b>\$73,809</b>
FTEs:	0	0.088	0	0.00	0.088

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

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

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Number of new enrollments in the program.	35	7				14
Number of Drug Court participants in the program	75	41				37
Number of youth assessed for eligible to participate in the Drug Court program	85	17				45
Measures For Grant						
Number of eligible program youth served using Graduated Sanctions approaches	85	32				40
Outcome Impact Description	To demonstrate improved compliance to rules of probation and other outcomes of substance abusing juvenile offenders by maintaining accountability-based sanctions and increased family involvement in the supervision and treatment processes					
Number of new enrollments in the program.	35	7				14
Outcome Impact Description	To increase the number of drug court participants receiving substance abuse, case management and in home counseling services					
Number of participants in the program	75	41				37
Outcome Impact Description	To successfully identify potential candidates for the program.					
Number of youth assessed for eligible to participate in the Drug Court program	85	17				45
Outcome Impact Description	To improve access to substance abuse and co-occurring treatments and related services.					
Number of participants employed or enrolled in school at time of graduation (part time or full time).	30	12				10
Outcome Impact Description	To increase the number of participants that are employed or enrolled in school at graduation					
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	5	1				2
Outcome Impact Description	To improve educational and vocational competency of juveniles					
Number of participants that successfully complete the program	30	12				10

Outcome Impact Description	To increase the number of juveniles that are alcohol and drug free					
Number of program youth completing program requirements	30	12				10
Outcome Impact Description	To increase the number of juveniles that maintain a lifestyle free of alcohol and drug abuse					
Number of Drug Court Slots	45	20				45
Outcome Impact Description	To increase the number of drug court participants receiving substance abuse, case management and in home counseling services					
Number of program youth who reoffend	10	2				3
Outcome Impact Description	To increase community safety.					
Number of youth to test positive for drug use.	52	26				17
Outcome Impact Description	To increase the number of drug court participants receiving substance abuse, case management and in home counseling services in order to reduce the number of positive urinalysis.					

**PBO Recommendation:**

The Juvenile Probation department is requesting Commissioners Court approval of the award of the FY 13 Drug Court and In Home Family Services Grant from the Office of the Governor, Criminal Justice Division (OOG). The grant enhances the department's existing Drug Court Program, by providing State and County resources that allow the department to contract with a provider for intensive in-home family services for Drug Court participants and pay for part of an FTE.

The grant total will be \$73,809, including a required county match of \$7,381. The grant does not require the program to be continued upon termination.

PBO recommends approval.

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

In the initial application Travis County Juvenile Probation Department is requesting approval of the continuing grant award for the OOG JABG Drug Court and In Home Family Services grant. This grant totals \$201,011 which includes the grant request of \$181,000 and match of \$20,011. However, due to budgetary constraints, OOG reduced the amount of the award request from \$181,000 to \$66,428; which in turn will reduce the County's match to \$7,381. The initial application was approved on the Commissioner Court's agenda on January 31, 2012. This grant will allow an increase in the number of offenders who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant application is for contractual services. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender.

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

There is no long term County funding requirement of this grant.

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

Yes, a 10 % match is required. General-funds from an existing position will be utilized for the required match as this staff member is the Drug Court Casework Manager on the grant. Total salary and benefits for this staff person is \$83,804. The match requirement of 10% for this grant application comes to \$7,381, which translates to approximately 8.8% or .088 cash to be matched with County funds (allocated through TCJPD General Fund).

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

There is no provision in this grant for indirect costs.

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

The Department intends to request subsequent year continuation funding for the contractual services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division. There is no provision in this grant for indirect costs.

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

N/A This is an established program.

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

Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 70% (28/40) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, and research- and outcome-based programming.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

TO: Aerin Toussaint, PBO  
Budget Analyst

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

THROUGH: *Maya Duff*  
Maya Duff  
Grant Coordinator

SUBJECT: Approval of Contract Award to Continue FY13 Drug Court & In-Home Family Services

DATE: October 4, 2012

The Office of the Governor has awarded continuation funding to Travis County Juvenile Probation Department through the Drug Court & In-Home Family Services program in the amount of \$66,428. This award comes with a 10% required match which amounts to \$7,381. This funding will allow an increase in the number of juveniles who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender.

Please review this item and place it on the **October 23, 2012** Commissioner's Court agenda for their consideration and signature. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Rhett Perry, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Penney-Chapmond, Division Director  
Kathy Smith, Project Coordinator  
Sylvia Mendoza, Financial Manager, Financial Service  
Michael Williams, Financial Analyst  
Lisa Eichelberger, Business Analyst III  
Grant File





State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

September 27, 2012

The Honorable Samuel Biscoe  
County Judge  
PREVIEW - Travis County - PREVIEW -  
2515 South Congress Avenue  
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett  
Executive Director

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
**STATEMENT OF GRANT AWARD**

<b>Grant Number:</b>	JB-11-J20-17318-09	<b>CFDA or State ID:</b>	16.523
<b>Program Fund:</b>	JB-Juvenile Accountability Incentive Block Grants		
<b>Grantee Name:</b>	PREVIEW - Travis County - PREVIEW -		
<b>Project Title:</b>	Drug Court and In-Home Family Services		
<b>Grant Period:</b>	09/01/2012 - 08/31/2013		
<b>Liquidation Date:</b>	11/29/2013		
<b>Date Awarded:</b>	September 27, 2012		
<b>CJD Grant Manager:</b>	Cherryl Charlet		

<b>CJD Award Amount:</b>	\$66,428.00
<b>Grantee Cash Match:</b>	\$7,381.00
<b>Grantee In Kind Match:</b>	\$0.00
<b>Total Project Cost:</b>	\$73,809.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

1



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

**Memorandum**

**To:** CJD Grant Recipients  
**From:** Aimee Snoddy, Deputy Director  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** September 27, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://:cjidonline.governor.state.tx.us>:

**Financial Reporting** – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)  
July 22 (April-June quarter)  
October 22 (July-September quarter)  
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

**Payment Authorization** – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

**Generated Program Income** – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

**Grant Funded Personnel** – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

**Project Changes** – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

**Equipment** – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

**Fidelity Bond** – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

**Required Notifications** – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

**Project Effectiveness** – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

**Programmatic Reporting** – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

**Monitoring** – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

**Audit Requirements** – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

**Conflict of Interest** – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**Contracting and Procurement** – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjidonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

**Travel** – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28 C.F.R. Part 23 Training** - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

**Programs Approved to Pay Overtime for Personnel** - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

**Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying** - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

**OneStar Foundation Registration and Organization Profile for Nonprofit Corporations** - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

### GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue:
	Contract Approval: X	Status Report: <input type="checkbox"/>
Check One:	Original:	Amendment: X
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: X
Department/Division:	HHSVS / FSS	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP)		
Grant Period:	From: 01/01/12	To: 12/31/12	
Fund Source:	Federal: X	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing and Community Affairs		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: X	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: X	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	536,439	0	0	0	536,439
Operating:	4,009,733	0	0	0	4,009,733
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	4,546,172	\$0	\$0	\$0	4,546,172
FTEs:	4	0.00	0.00	0.00	4

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	
Use of General Fund Operating Budget for Grant Operating Expenditures					

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

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Number of Households receiving utility assistance	15,000					15,000
<b>Measures For Grant</b>						
Number of Households receiving utility assistance through the three grant components, Household Crisis, Co-Pay and Elderly/Disabled	4,852					4,852
Outcome Impact Description	Utility assistance provided by this program is to address a household crisis situation regarding energy bills; provide copayment or multiple term energy payments for the household in order to achieve energy self-sufficiency					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

HHS&VS is requesting approval of amendment #1 to the 2012 Comprehensive Energy Assistance Program (CEAP) grant. This amendment increases the federal pass-through funding by \$1,644,859, bringing the total award to \$4,546,172. There is no match requirement.

PBO recommends approval of this request.

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

The program assists low-income households with heating and cooling energy utility assistance and this amendment 1 should assist an additional 1,770 households within Travis County more than the original award. The program funding helps in assisting low-income families and individuals meet the goal of energy self-sufficiency. Program guidelines allow households to seek utility assistance to address a crisis situation relating to household energy bills or the household's situation may need a copayment or multiple payment term to achieve energy self-sufficiency.

The department also utilizes funding from this CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

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

No additional funds are required.

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

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with case management, administrative and direct services support (outreach). There is no indirect cost allocation.

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

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance from Travis County residents.



RECEIVED  
12 SEP -6 AM 11:24  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

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

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

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

**DATE:** September 5, 2012

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Acceptance of 2012 Comprehensive Energy Assistance Program (CEAP)  
Grant Contract Amendment 1

**Proposed Motion:** Consider and take appropriate action to approve the contract amendment 1 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2012.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract amendment 1 from the Texas Department of Housing and Community Affairs. This amendment increases the grant funding by \$1,644,859 bringing the total award to \$4,546,172. This is the fourth year in which this grant's award amount is over \$3,000,000. With this additional grant funding, the department should be able to assist approximately 1,770 more low-income households.

These CEAP grant funds are used to respond to increased requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs.

**Budgetary and Fiscal Impact:** We are able to use the CEAP funds for direct services, administration, case management, and outreach services. The funds for direct services will be budgeted in the corresponding indigent utility assistance line items. No matching funds are required. The contract period is 01/01/12 through 12/31/12.

**Issues and Opportunities:** We utilize CEAP funds for direct service assistance, administrative costs, case management costs and direct services support or outreach. The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past seventeen years. The department coordinates its efforts with community resources such as faith-based organizations and other local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the present program year, we were able to assist more than 725 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients utilizing the co-payment and in some instances the elderly/disabled components. The aim of such services, to assist clients in obtaining energy self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the seventeenth year that the CEAP contract has been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leslie Browder, County Executive, Planning and Budget Office  
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office  
Nicki Riley, CPA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Michelle Gable, Auditor Analyst II, County Auditors Office  
Cyd Grimes, C.P.M., CPPO, Travis County Purchasing Agent  
Scott Worthington, Travis County Purchasing Office  
Mary Etta Gerhardt, Assistant County Attorney  
Jim Lehrman, Social Services Director, Family Support Services

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
CONTRACT NO. 58120001374 FOR THE  
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
(CFDA # 93.568)  
AMENDMENT NUMBER: 1

**SECTION 1.**

This Amendment Number 1 to CEAP Contract No.58120001374 is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County , a political subdivision of the State of Texas (the "Subrecipient"), (hereinafter, collectively the "Parties").

**SECTION 2.**

Subrecipient and Department executed that certain CEAP Contract No. 58120001374 ("Contract") to be effective on 4/1/2012

**SECTION 3.**

Under the authority described in Section 8 of the Contract and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to [further] amend the Contract in the manner provided herein below:

1. Exhibit A, BUDGET, to the Contract is amended by replacing in its entirety with the amended Exhibit A, BUDGET, attach hereto (consisting of two (2) pages).

**SECTION 4.**

The Parties hereto agree that all other terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract [as amended by the First Amendment] are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

**SECTION 5.**

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

**SECTION 6.**

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

**SECTION 7.**

If any of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

**SECTION 8.**

By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

**SECTION 9.**

This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

**SECTION 10.**

This First Amendment is executed to be effective on the date of execution by the authorized representative for the Department.

**AGREED TO AND EXECUTED BY:**

Travis County

a political subdivision of the State of Texas

By:

Title:

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

**a public and official agency of the State of Texas**

By:

Title: Its duly authorized officer or representative

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
 CONTRACT NO. 58120001374 FOR THE FY 2012  
 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)  
 (CFDA # 93.568)  
 EXHIBIT A BUDGET  
 Travis County, a political subdivision of the State of Texas

**DEPARTMENT FINANCIAL OBLIGATIONS**

\$ 4,546,172.00 CEAP FUNDS CURRENTLY AVAILABLE  
\$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 284,061.00	-
Assurance 16	\$ 227,378.00	-
Direct Services	\$ 4,033,533.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 4,544,972.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,277,285.00	31.67
Co-payment	\$ 1,277,285.00	31.67
Elderly and Disabled	\$ 1,277,286.00	31.67
Direct Service Support	\$ 201,677.00	5.00
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 4,033,533.00</b>	<b>100.00</b>

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 5.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled must be at least 10% of Direct Service Dollars expended. Household Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases..

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 16, 2012.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

### GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	1580320001	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	LIHEAP Weatherization Assistance Program		
Grant Period:	From: 04/01/12	To: 03/31/13	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs (TDHCA)		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	229,312	0	0	0	\$229,312
Operating:	537,064	0	0	0	\$537,064
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	50,958	0	0	0	\$50,958
<b>Total:</b>	<b>\$817,334</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$817,334</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Number of referrals required to support Housing programs from emergency assistance centers includes DOE, LIHEAP, and Home Repair	710					710
<b>Measures For Grant</b>						
# of Households receiving LIHEAP Weatherization Assistance Program	153					153
Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage, lower household energy costs, and enable the household to become energy self-sufficient.					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

HHS&VS is requesting approval of a grant contract that continues the Low Income Home energy Assistance Act (LIHEAP) Weatherization Assistance Program through March 31, 2013. The grant award totals \$817,334 and includes indirect costs of \$50,958, or 6% of the total grant budget. There is no match requirement for this program.

PBO recommends approval of this grant contract.

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

The Department has received the 2012 - 13 LIHEAP contract from the Texas Department of Housing and Community Affairs with the contract award amount of \$817,334 for the program. This funding provides approximately \$229,312 for salary or labor expenses, approximately \$535,064 for materials expenses, \$2,000 for training expenses and \$50,958 for indirect costs related to weatherization assistance provided to the clients' residence.

The department has received this grant for a number of years. These funds will be utilized to assist low-income households to achieve a level of energy efficiency by providing weatherization assistance to the residences. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

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

No additional funds are required.

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

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$50,958) at the rate of 6.0% of the total allowable expenditures.

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

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. The Housing Services' staff performs assessments of these residences and determines the weatherization services and minor home repairs that can be addressed with this and other grant funding applicable and available at the time. The weatherization assistance services are provided at the client's residences by either in-house staff or through purchasing vendor contracted services.



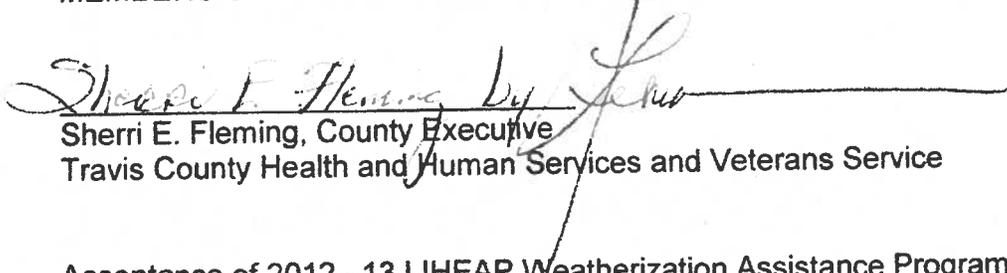
**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE**  
502 E. Highland Mall Blvd.  
P. O. Box 1748  
Austin, Texas 78767

**Sherri E. Fleming**  
County Executive  
(512) 854-4100  
Fax (512) 279-1608

**MEMORANDUM**

**Date:** October 9, 2012

**To:** MEMBERS OF THE COMMISSIONERS COURT

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

**Subject:** Acceptance of 2012- 13 LIHEAP Weatherization Assistance Program Contract

**Proposed Motion:** Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program for 2012 - 13.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$817,334. The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors. The distribution of assistance will be to qualified Travis County residents with household income levels at

or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

**Budgetary and Fiscal Impact:** We will be able to use the LIHEAP funds for administration, materials, labor and training. The funds for materials will be budgeted in the GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for training will be budgeted in the applicable registration and travel, meals and lodging GL accounts. No matching funds are required for this grant. This contract period is 04/01/12 through 03/31/13.

**Issues and Opportunities:** We were able to provide weatherization services for 340 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leslie Browder, County Executive, Planning and Budget Office  
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office  
Nicki Riley, CPA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Michelle Gable, Auditor Analyst II, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Cyd Grimes C.P.M., CPPO, Travis County Purchasing Agent  
Scott Worthington, Travis County Purchasing Office  
Deborah Britton, Division Director, Community Services  
Lance Pearson, Housing Manager, Housing Services

#### SECTION 1. PARTIES TO THE CONTRACT

This LIHEAP Weatherization Assistance Program Contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County [a political subdivision of the State of Texas](hereinafter the "Subrecipient").

#### SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is April 01, 2012 through March 31, 2013 (hereinafter the "Contract Term").

#### SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the term of the Contract and the "Budget and Performance Statement" attached as Exhibit A to the Contract and incorporated herein for all relevant purposes. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given to in no particular order (1) households with elderly persons, (2) persons with disabilities, (3) households with young children that are age five (5) or younger, and/or (4) households with a high energy burden and households with high energy consumption. Subrecipient shall implement WAP in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) (herein, the "WAP Act"), the U.S. Department of Energy (DOE) implementing regulations codified in 10 C.F.R. Parts 440 and 600 (herein, the "WAP Regulations"), any applicable Office of Management and Budget (OMB) Circulars, the Texas WAP State Plan, the Texas LIHEAP State Plan; the implementing State regulations at Title 10, Part I, Chapter 5, Subchapters A, E and F of the Texas Administrative Code as amended or supplemented from time to time (herein, the "WAP and LIHEAP State Rules"), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 et seq.) (herein, the "LIHEAP Act"), and the implementing regulations codified in 45 C.F.R. Part 96 (herein, the "LIHEAP Regulations"). Before commencing any weatherization work, Subrecipients are required to complete energy audits. The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.

#### SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in the "Budget and Performance Statement" attached hereto as Exhibit A.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate LIHEAP federal program funds. If sufficient funds are not available, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in §440.22 of the WAP Regulations;
  - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
  - (3) is incurred to weatherize a dwelling unit previously weatherized with weatherization assistance program funds, except as provided for in §440.18(e)(2) of the WAP Regulations;

- (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
- (5) is not incurred during the Contract Term;
- (6) is not reported to Department on a monthly LIHEAP expenditure report and/or a monthly LIHEAP performance report within sixty (60) days of the termination of this Contract Term;
- (7) is subject to reimbursement by a source other than Department; or
- (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other Contract between the parties.

E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$817,334.00**.

**SECTION 5. METHOD OF PAYMENT/CASH BALANCES**

A. Each month, Subrecipient may request an advance payment of LIHEAP funds under this Contract by submitting a monthly expenditure report to Department (through the electronic reporting system) at its offices in Travis County, Texas. Subrecipient must maintain and follow written procedures to minimize the time elapsing between the transfer of funds from Department and the disbursement of such funds by Subrecipient.

B. Subrecipient's requests for advances shall be limited to the minimum amount needed to perform contractual obligations and timed to be in accordance with actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30-day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.

C. Subsection 4(A) notwithstanding, Department reserves the right to use a cost reimbursement method of payment for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department determines that a cost reimbursement method would benefit the program; (4) Department's funding sources require the use of a cost reimbursement method; or (5) Subrecipient fails to comply with any of the reporting requirements of Section 10.

D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in this Contract.

**SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C. §5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform cost principles for governments are set forth in Office of Management and Budget ("OMB") Circular A-87 as implemented by 2 C.F.R. Part 225, and for private non-profit organizations in OMB Circular A-122 as implemented by 2 C.F.R. Part 230. Uniform administrative requirements for governments are set forth in OMB Circular A-102, and for private non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the WAP Act and LIHEAP Act.

**SECTION 7. TERMINATION AND SUSPENSION**

- A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract, the Texas Administrative Code: 10 TAC §5.17 (Sanctions and Contract Close Out), any State weatherization regulation, and the WAP State Plan. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- E. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.
- F. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

**SECTION 8. ALLOWABLE EXPENDITURES**

- A. The allowance of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 5 and the regulations set forth in §440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A to Part 440 of the WAP Regulations, State of Texas adopted International Residential Code (IRC) or jurisdictions authorized by State law to adopt later editions.

Allowable expenditures under this Contract include:

- (1) the purchase and delivery of weatherization materials as defined in §440.3 of the WAP Regulations;
- (2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with a SIR of one or greater in accordance with §440.19 of the WAP Regulations;
- (3) the cost of weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;
- (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
- (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
- (6) maintenance of tools and equipment;

(7) purchase or lease of tools or equipment;

(8) employment of on-site supervisory personnel;

(9) storage of weatherization materials, tools, and equipment;

(10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one or greater on the approved State of Texas Energy Audit.);

(11) allowable health and safety measures; and

(12) allowable base load reduction measures. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.

C. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department / LIHEAP Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract Term before these funds can be moved.

D. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

#### SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall comply with the record keeping requirements set forth at §440.24 of the WAP Regulations and with such additional record keeping requirements as specified by Department.

B. For each dwelling unit weatherized with funds received from LIHEAP WAP under this Contract, Subrecipient shall maintain a file containing the following information:

(1) completed "Application for Weatherization Services" indicating the ages of the residents, presence in the household of children age five (5) or younger, elderly persons (60 years or older), and persons with disabilities;

(2) 12 month customer billing history for utilities or consumption disclosure release form;

(3) eligibility documentation (proof of income eligibility shall consist of checks, check stubs, award letters, employer statements, or other similar documents including total income and public assistance payments); no dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in §440.22 of the WAP Regulations. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR). Proof of income documentation requirements are the same for both single and multifamily housing; all new applications must have proof of income, or a complete, signed and notarized Declaration of Income Statement Form for the previous 30 days;

(4) BWR to include certification of final inspection and Justification for Omission of Priorities if applicable;

(5) invoices of materials purchased or inventory removal sheets;

(6) invoices of labor;

(7) ~~Posted on the LIHEAP website~~ Landlord agreement form (including Exhibits A and B), and landlord financial participation form and Permission to Conduct Energy Audit Form (Department form); and all other Landlord forms found in the Energy Assistance Section of the Departments website;

(8) Notice of Denial (Department form), if applicable;

(9) Signed and dated Building Assessment form, to include at a minimum, existing efficiencies of all heating and cooling appliances;

(10) Attic Inspection (local design allowed);

(11) Wall Inspection (local design allowed);

(12) Documentation of pre weatherization carbon monoxide readings for all combustible appliances;

(13) Documentation of post weatherization carbon monoxide readings for all combustible appliances;

(14) Blower Door Data Sheet;

(15) Duct Blower Data Sheet

(16) Refrigerator metering Information

(17) Signed client refrigerator replacement form (if applicable)

(18) Completed, Signed and Dated Priority List Form (if applicable)

(19) A complete copy of the approved State of Texas Energy Audit;

(20) A complete approved State of Texas Energy Audit back-up for all units weatherized

(21) Signed client receipt of the unified weatherization elements notification form that includes Lead Hazard Information, Identification of Mold Like Substance, and State Historical Preservation Information and

(22) Signed client receipt of Mold-Like Substance and Release For (if applicable).

C. For each multi-family project weatherized with funds received from LIHEAP under this Contract, Subrecipient shall maintain a master file containing the following information:

(1) Multifamily Pre-Project Form;

(2) Multifamily Post-Project Checklist Form;

(3) Permission to Perform an Assessment for Multifamily Project Form;

(4) Landlord Agreement Form;

(5) Landlord Financial Participation Form;

(6) Significant Data Required in all Multifamily Projects

D. Documentation for weatherization material standards purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A to Part 440 of the WAP Regulations.

E. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.

F. All LIHEAP WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code).

G. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

## SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.
- B. Subrecipient shall electronically submit to Department no later than sixty (60) days after the end of the Contract term a final expenditure and programmatic report utilizing the Monthly Expenditure Report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.
- C. Subrecipient shall submit to Department no later than sixty (60) days after the end of the Contract term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract term.
- D. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to §440.25 of the WAP Regulations, by U. S. Department of Health and Human Services (HHS), or by the Department.
- E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives LIHEAP WAP funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.bpn.gov/ccr/default.aspx> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

## SECTION 11. CHANGES AND AMENDMENTS

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation, so long as approved by the Department.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

## SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §\_25, OMB Circular A-110 §\_24, and OMB Circular A-102, Attachment, 2e.

### SECTION 13. TECHNICAL GUIDANCE

Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with the Material Installation Standards/Manual.

### SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor. To the extent allowed by law, Subrecipient agrees to indemnify Department against any disallowed costs or other claims, which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

### SECTION 15. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with OMB Circular A-102, 10 C.F.R. § 600.236(b-i) and 10 T.A.C. § 5.10.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase
- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

### SECTION 16. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 21.
- B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 16 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

### SECTION 17. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
  - (1) Subrecipients expending \$500,000 or more in federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Department's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, et seq. and OMB Circular No. 133 - Revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
  - (2) Subrecipient shall utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Subrecipient.

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(3) Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department, two (2) copies of the audit report to Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section 17 are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.

(4) The audit report must include verification of all expenditures by budget category, in accordance with the final "Monthly Expenditure Report" submitted to close out each year during the Contract Term.

B. Subsection A of this Section 17 notwithstanding, Subrecipients expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in Subsection 17(A)(4) of this Section 17.

C. Subsection A of this Section 17 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

F. Subrecipient shall procure audit services by a process approved by the Commissioner Court provided that the process meets the requirements of OMB A-133 and all other applicable state and federal laws and regulations including but not limited to 10 TAC 5.10, 45 CFR §92.26 and 45 CFR §92.36. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

#### SECTION 18. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.

B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.

C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:

(1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.

(2) The Department will issue disposition instructions after receipt of final inventory.

D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand and no/100 Dollars (\$5,000) or more.

E. In addition to the inventory of tools and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

#### **SECTION 19. INSURANCE REQUIREMENTS**

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered and if it is not, Subrecipients should consider securing adequate coverage for all units to be weatherized.

If Subrecipient is not a unit of local government, Subrecipient shall provide Department with certificates of insurance evidencing Subrecipient's current and effective insurance coverage. Subrecipient agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any insurance coverage or required policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until Subrecipient satisfies the coverage requirements and obtains the policy endorsements, and has delivered to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and has been notified by Department that such performance of the work under this Contract may recommence. Subrecipients must also require all independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent subcontractors or the independent subcontractors must obtain the coverage.

#### **SECTION 20. LITIGATION AND CLAIMS**

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

#### **SECTION 21. TECHNICAL ASSISTANCE AND MONITORING**

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may request corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

## SECTION 22. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein set forth.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 22.

## SECTION 23. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the WAP Act, the WAP Regulations, the LIHEAP Regulations, any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE WAP State Plan, LIHEAP State Plan, the WAP and LIHEAP State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

## SECTION 24. PREVENTION OF FRAUD AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.
- B. Subrecipient shall give Department access to all of its records, employees, and agents for the purpose of monitoring or investigating the WAP. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

**SECTION 25. SPECIAL COMPLIANCE PROVISIONS**

Subrecipient shall comply with the requirements of all applicable laws and regulations, including those specified in Parts 400 and 600 of the WAP Regulations.

**SECTION 26. CONFLICT OF INTEREST/NEPOTISM**

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

**SECTION 27. POLITICAL ACTIVITY AND LOBBYING PROHIBITED**

- A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

**SECTION 28. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 28 in all subcontracts.

**SECTION 29. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Updated 10-18-12 at 4:00pm  
Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

### **SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS**

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

### **SECTION 31. TRAINING AND TECHNICAL ASSISTANCE FUNDS**

A. Training and technical assistance funds shall be used for State sponsored, LIHEAP sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with §5.532 of the WAP and LIHEAP State Rules. For Training & Technical Assistance other than State or DOE sponsored, Subrecipient must receive prior written approval from the Department.

B. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

### **SECTION 32. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at <http://www.epls.gov/> or by collecting a certification from the potential subcontractor.

### **SECTION 33. NO WAIVER**

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

Updated 10-18-12 at 4:00pm  
**SECTION 34. ORAL AND WRITTEN AGREEMENTS**

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
  - 1. Exhibit A, Budget and Performance Statement
  - 2. Exhibit B, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
  - 3. Exhibit C, PRWORA Requirements
  - 4. Exhibit D, Documentation of Disability

**SECTION 35. SEVERABILITY**

If any portion of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

**SECTION 36. HISTORICAL PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470 )(NHPA). The Department has provided guidance through the Memorandum of Understanding with the Texas Historical Commission posted on the Department website <http://www.tdhca.state.tx.us/recovery/detail-wap.htm> under the Plans and Agreements section.

**SECTION 37. USE OF ALCOHOLIC BEVERAGES**

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

**SECTION 38. FORCE MAJURE**

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

**SECTION 39. APPEALS PROCESS**

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to §5.505 of the WAP State Rules.

**SECTION 40. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

**SECTION 41. COUNTERPARTS AND FACSIMILIE SIGNATURES**

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

**SECTION 42. NUMBER, GENDER**

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

**SECTION 43. NOTICE**

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

**As to Department:**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
P.O. Box 13941  
Austin, Texas 78711-3941  
Attention: Michael DeYoung  
Telephone: (512) 475-2125  
Fax: (512) 475-3935  
E-mail address: michael.deyoung@tdhca.state.tx.us

**As to Subrecipient:**

Travis County  
PO Box 1748  
Austin, TX 78767  
Attention: Sherri Fleming, County Executive

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 43.

**SECTION 44. VENUE AND JURISDICTION**

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

**SECTION 45. IMMUNITY**

It is expressly understood and agreed by all parties that, in the execution of this Agreement, County does not waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

Updated 10-18-12 at 4:00pm  
EXECUTED to be effective on: 4/1/2012

Travis County

a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on \_\_\_\_\_ Date \_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NUMBER 81120001414 FOR THE 2012**  
**LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)**  
**EXHIBIT A**

**BUDGET AND PERFORMANCE DOCUMENT**

Travis County  
a political subdivision of the State of Texas

**DEPARTMENT FINANCIAL OBLIGATIONS**

\$ 815,334.00	LIHEAP FUNDS CURRENTLY AVAILABLE
\$ 2,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 815,334.00	TOTAL ANTICIPATED LIHEAP FUNDS
\$ 2,000.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

**BUDGET FOR AVAILABLE ALLOCATIONS**

CATEGORIES	FUNDS
<sup>2</sup> ADMINISTRATION	\$ 50,958.00
<sup>3</sup> Materials / Program Support / Labor	\$ 611,501.00
<sup>4</sup> Health and Safety	\$ 152,875.00
<b>SUB-TOTAL</b>	<b>\$ 815,334.00</b>
<sup>5</sup> Training and Technical Assistance	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 817,334.00</b>

**FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:**

<sup>1</sup> Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current Contract Term. Only those written request(s) from the subrecipients received at least 45 days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final 45 days of the Contract Term..

<sup>2</sup> Denotes maximum for administration based on 6.00% of total allowable expenditures.

<sup>3</sup> Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.

<sup>4</sup> Denotes the maximum allowed for Health and Safety expenditures.

<sup>5</sup> Department approved training / travel only.

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract term. WAP costs per unit, excluding health and safety expenses, shall not exceed \$4,000.00 without prior written approval from the Department.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
CONTRACT NO. 81120001414 FOR THE 2012  
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)  
EXHIBIT B

CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Travis County  
a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Travis County  
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on \_\_\_\_\_ Date \_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NO. 81120001414 FOR THE FY 2012**  
**LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA # 93.568)**  
**EXHIBIT C**

**PRWORA REQUIREMENTS**

Travis County ,  
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. § 1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NO. 81120001414 FOR THE FY 2012**  
**LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA # 93.568)**  
**EXHIBIT D**

**DOCUMENTATION OF DISABILITY**

Travis County ,  
a political subdivision of the State of Texas

1. All WAP repairs, purchases and/or replacements of heating/cooling units are allowable only for eligible units for which a whole house assessment has been completed and either health and safety issues documented or an Energy Audit showing a Savings-to-Investment Ratio of 1 or greater for the repair, purchase and/or replacement has been completed. No other reason for repair, purchase and/or replacements, including medical reasons, shall be accepted. Under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.
2. Acceptable forms of Documentation of Disability include: Social Security or Supplemental Security Income Statement, and acceptable proof of disability shall be kept in the client's file to validate eligibility. In no instance should a medical professional's documentation of disability be considered acceptable proof of a disability.
3. Documentation of Disability must NOT include documentation from a medical professional such as a doctor's letter, but only other forms of documentation of disability such as Social Security or a Supplemental Security Income statement, and shall be kept in client's file to validate eligibility.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

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

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

**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 \$1,356,899.90, for the period of October 5 to October 12, 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 \$1,356,899.90.

## ISSUES AND OPPORTUNITIES:

See attached.

## FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,356,899.90

## 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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

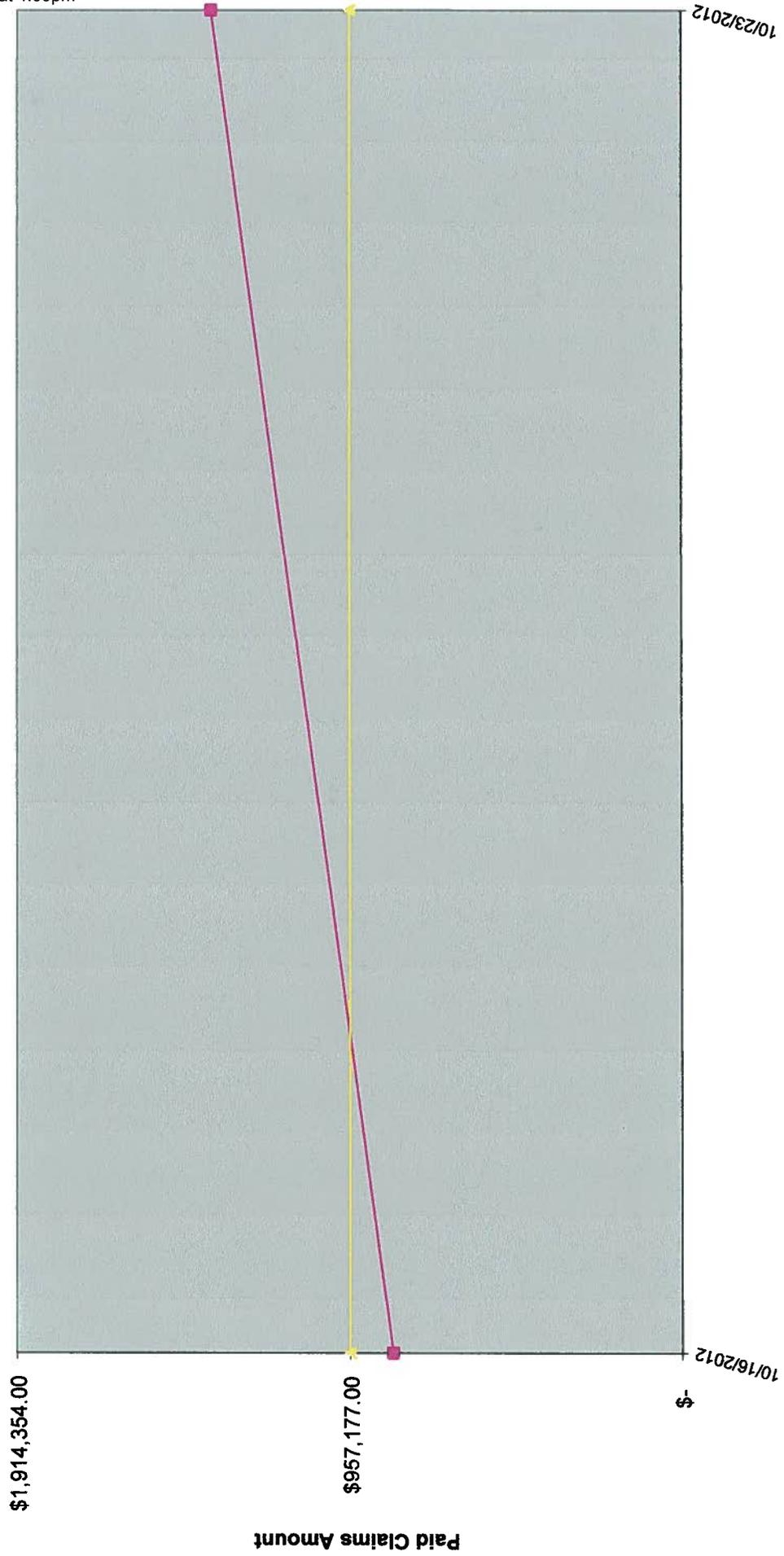
**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
OCTOBER 5, 2012 TO OCTOBER 12, 2012**

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- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (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 Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



Paid Claims Amount

Commissioners Court Date

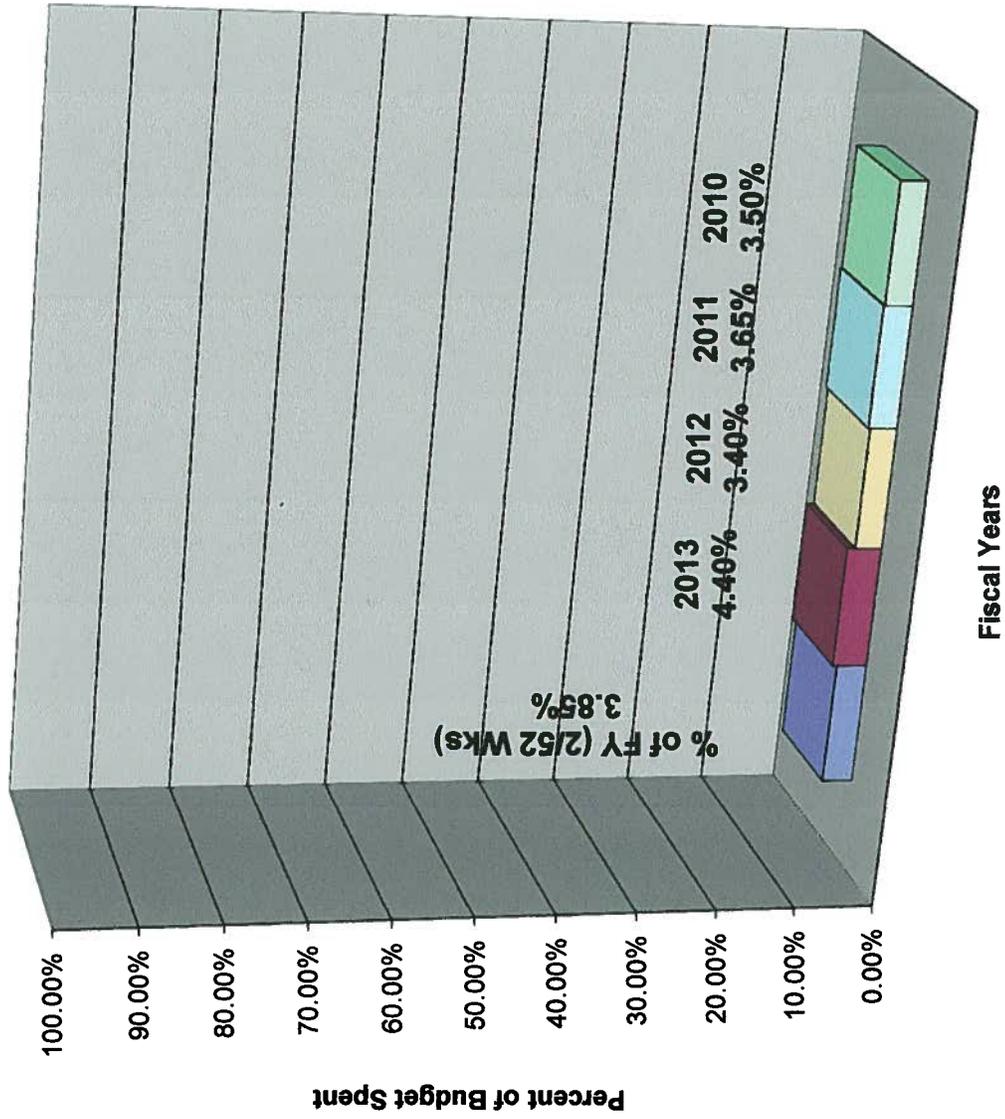
**Travis County Employee Benefit Plan  
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/12/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
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Paid & Budgeted Claims to Date	\$ 2,190,195.26	\$ 1,914,354.46
Paid Claims less Total Weekly Budget		\$ 275,840.80

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 2





UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012\_10\_12

CONTR_NBR	PLN_ID	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	632	\$ (190.99)	A1	14528	AA	2	MIRIAM	10/2/2012	200	10/12/2012
701254	632	632	\$ (197.85)	A1	72533	AH	7	YANET	10/2/2012	200	10/12/2012
701254	632	632	\$ (203.70)	A1	39880	AH	6	MARY	10/2/2012	200	10/12/2012
701254	632	632	\$ (213.79)	A1	35564	AE	9	LARISA	10/2/2012	200	10/12/2012
701254	632	632	\$ (213.79)	A1	7858	AE	5	CHARITY	10/2/2012	200	10/12/2012
701254	632	632	\$ (213.79)	A1	77269	AE	6	DARRELL	10/2/2012	200	10/12/2012
701254	632	632	\$ (231.91)	A1	53093	AH	3	TIMOTHY	10/2/2012	200	10/12/2012
701254	632	632	\$ (252.10)	A1	59982	AH	3	JOYCE	10/2/2012	200	10/12/2012
701254	632	632	\$ (267.98)	A1	34398	AA	6	MARIA	10/2/2012	200	10/12/2012
701254	632	632	\$ (319.40)	QG	91450230	AE	7	GLADES	6/15/2012	50	10/12/2012
701254	632	632	\$ (352.12)	A1	94278	AH	1	ARTHUR	10/2/2012	200	10/12/2012
701254	632	632	\$ (356.89)	A1	94275	AH	5	LEWIS	10/2/2012	200	10/12/2012
701254	632	632	\$ (364.17)	A1	5643	AH	11	CAROLINE	10/2/2012	200	10/12/2012
701254	632	632	\$ (387.55)	A1	41546	AH	6	PETE	10/2/2012	200	10/12/2012
701254	632	632	\$ (524.81)	A1	44566	AH	1	LINDA	10/2/2012	200	10/12/2012
701254	632	632	\$ (535.49)	A1	85532	AH	9	KEELI	10/2/2012	200	10/12/2012
701254	632	632	\$ (571.66)	A1	74321	AA	1	MARIA	10/2/2012	200	10/12/2012
701254	632	632	\$ (2,076.94)	A1	48192	AH	9	MICHAEL	10/2/2012	200	10/12/2012
701254	632	632	\$ (2,076.94)	A1	48241	AE	7	SHARLA	10/2/2012	200	10/12/2012

1,356,899.90

# *Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable*

For the payment week ending: 10/12/2012

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

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/12/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 283,315.31
	RR	1110068956	516110	\$ 16,134.28
			<b>Total CEPO</b>	<b>\$ 299,449.59</b>
EPO	EE	1110068956	516030	\$ 241,884.72
	RR	1110068956	516130	\$ 30,531.24
			<b>Total EPO</b>	<b>\$ 272,415.96</b>
PPO	EE	1110068956	516020	\$ 727,166.01
	RR	1110068956	516120	\$ 57,868.34
			<b>Total PPO</b>	<b>\$ 785,034.35</b>
			<b>Grand Total</b>	<b>\$ 1,356,899.90</b>



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/23/2012

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

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

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

*JB*

### **AGENDA LANGUAGE:**

Consider and take appropriate action on proposed routine personnel amendments.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Diane 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](mailto: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, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

**October 23, 2012**

**ITEM # :**

**DATE:** October 12, 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

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 5.**

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

LB/DP/TLO

#### Attachments

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

**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>District Atty</b>	218	Office Spec	12 / Level 1 / \$29,099.20	12 / Level 1 / \$29,099.20
<b>Fac Mgmt</b>	107	Building Security Guard Supv	11 / \$29,993.60	11 / \$29,993.60
<b>HHS</b>	129	Social Svcs Program Spec*	17 / \$42,085.00	17 / \$42,085.00
<b>Juvenile Probation</b>	352	Juvenile Detention Ofcr I**	13 / Level 1 / \$31,158.40	13 / Level 1 / \$31,158.40
<b>Juvenile Probation</b>	420	Juvenile Detention Ofcr I**	13 / Level 1 / \$31,158.40	13 / Level 1 / \$31,158.40
<b>Juvenile Probation</b>	542	Counselor Sr**	17 / Level 1 / \$40,809.60	17 / Level 1 / \$40,809.60
<b>Juvenile Probation</b>	571	Counselor Sr	17 / \$52,000.00	17 / \$52,000.00
<b>Juvenile Probation</b>	581	Juvenile Detention Ofcr I**	13 / Level 3 / \$32,968.00	13 / Level 3 / \$32,968.00
<b>Pretrial Services</b>	8	Pretrial Ofcr I**	16 / Minimum / \$37,024.00	16 / Minimum / \$37,024.00
<b>Pretrial Services</b>	34	Pretrial Ofcr I**	16 / Minimum / \$37,024.00	16 / Minimum / \$37,024.00
<b>Pretrial Services</b>	98	Pretrial Ofcr I	16 / Minimum / \$37,024.00	16 / Minimum / \$37,024.00
<b>Probate Court</b>	8	Attorney I*	22 / \$59,131.28	22 / \$59,131.28
<b>Sheriff</b>	108	Licensed Vocational Nurse	15 / Midpoint / \$43,260.67	15 / Midpoint / \$43,260.67
<b>Sheriff</b>	1347	Physician Asst Nurse Pract	25 / Midpoint / \$88,524.59	25 / Midpoint / \$88,524.59
<b>Sheriff</b>	1616	Security Coord	13 / Midpoint / \$37,042.72	13 / Midpoint / \$37,042.72
<b>Sheriff</b>	1618	Security Coord	13 / Level 3 / \$32,968.00	13 / Level 3 / \$32,968.00
<b>Tax Collector</b>	149	Tax Spec I*	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
<b>TCCES</b>	30	Chem Dependency Counselor*	16 / Level 3 / \$40,352.00	16 / Level 3 / \$40,352.00
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>County Atty</b>	50020	Social Svcs Program Spec Assoc	13 / \$14.54	13 / \$14.54	05
<b>TNR</b>	50115	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	514	Cadet* / Grd 80	Corrections / Ofcr / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1404	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1485	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1607	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1835	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>District Atty</b>	45	Attorney IV* / Grd 27	Attorney V / Grd 28	\$77,956.53	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Constable 5</b>	Slot 75 / Court Clerk I / Grd 13 / Part-time / \$15,573.00	<b>Constable 5</b>	Slot 75 / Court Clerk I / Grd 13 / Full-time / \$31,146.00	Status change from part-time to full-time (20 hrs to 40 hrs).
<b>Criminal Courts</b>	Slot 60004 / Business Analyst III / Grd 26 / \$87,895.60	<b>Criminal Courts</b>	Slot 190 / Business Analyst III / Grd 26 / \$87,895.60	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 16 / Juvenile Case Work Mgr / Grd 20 / \$63,328.51	<b>Juvenile Probation</b>	Slot 152 / Juvenile Probation Div Mgr / Grd 22 / \$69,473.66	Promotion. Pay is at midpoint of pay grade.
<b>Pretrial Services</b>	Slot 14 / Training Education Coord Sr* / Grd 20 / \$50,986.35	<b>Pretrial Services</b>	Slot 14 / Pretrial Mgr / Grd 21 / \$53,258.49	Promotion. Pay is between min and midpoint of pay grade.
<b>Pretrial Services</b>	Slot 16 / Court Svcs Mgmt Admin Coord* / Grd 18 / \$54,295.47	<b>Pretrial Services</b>	Slot 16 / Office Mgr / Grd 19 / \$56,279.38	Promotion. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 240 / Corrections Ofcr Sr / Grd 83 / \$48,226.26	<b>Sheriff</b>	Slot 1736 / Corrections Ofcr Sr / Grd 83 / \$48,226.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 308 / Certf Peace Ofcr Sr / Grd 84 / \$65,539.14	<b>Sheriff</b>	Slot 185 / Certf Peace Ofcr Sr / Grd 84 / \$65,539.14	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 681 / Corrections Ofcr* / Grd 81 / \$44,368.27	<b>Sheriff</b>	Slot 1391 / Corrections Ofcr* / Grd 81 / \$44,368.27	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1589 / Certf Peace Ofcr Sr / Grd 84 / \$62,564.11	<b>Sheriff</b>	Slot 560 / Certf Peace Ofcr Sr / Grd 84 / \$62,564.11	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Actual vs Authorized</b>				

**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 23, 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, PBO, 854-9106

**Sponsoring Court Members:** Commissioner Huber

*John Carr*  
*Leslie Browder*

### AGENDA LANGUAGE:

Consider and take appropriate action on request to approve the second renewal term of the lease between the City of Jonestown, Texas and Travis County for lease space located at 18649 Highway 1431 in Jonestown.

### BACKGROUND/SUMMARY OF REQUEST:

In September 2008, Travis County entered into a lease with the City of Jonestown for the lease of 4,675 net rentable square feet of space at the facility located at 18649 Highway 1431 in Jonestown. In August 2011, the Commissioners Court approved an amendment of the lease which included exercising the first option to extend the lease and approved changing the name of the leased property to the "Travis County Community Center at Jonestown".

Facilities Management Department (FMD) contacted Health and Human Services and confirmed that they would like to exercise the second option to remain in the space for another 12 months, through September 30, 2013. Christopher Gilmore with the County Attorney then drafted the Notice of Intent to Extend and Second Amendment of the Lease which is at Attachment One.

### STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the Notice of Intent to Extend and Second Amendment to the Lease which will exercise the second option to renew the lease at 18649 Highway 1431 in Jonestown for an additional 12 month period.

### ISSUES AND OPPORTUNITIES:

City of Jonestown has indicated that they will review the Notice of Intent to Extend and Second Amendment of Lease at the first available City Council meeting. Funding for this lease extension is available in the central line item

for lease budgets in FMD. There are no financial or legal issues that would impact approval of this renewal.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Annualize least cost is \$61,242.50, included in the central line item for leases.

**ATTACHMENTS/EXHIBITS:**

1. Notice of Intent to Extend and Second Amendment of Lease

**REQUIRED AUTHORIZATIONS:**

Christopher Gilmore, County Attorney's Office

**NOTICE OF INTENT TO EXTEND AND  
SECOND AMENDMENT OF LEASE BETWEEN  
TRAVIS COUNTY AND THE CITY OF JONESTOWN FOR  
THE TRAVIS COUNTY COMMUNITY CENTER AT JONESTOWN**

This Notice of Intent to Renew and Second Amendment of Lease Agreement ("Second Lease Agreement") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("Tenant"), and the City of Jonestown ("Landlord").

**RECITALS**

Landlord and Tenant ("Parties") entered into a Lease Agreement ("Lease"), the Initial Term of which began October 1, 2008, and terminates September 30, 2011 ("Initial Lease Term"). The Parties also entered into an amendment extending the lease term one year ("First Amendment").

The Lease provides for the extension of the Lease for two one-year terms by written notice, and provides amendment of the Lease by the written agreement of the Parties.

Tenant desires to notify the Landlord of the intent to exercise the second option to renew the Lease for an additional one-year term.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to the extension of the Lease and second amendment of the Lease as follows:

**1.0 LEASE TERM**

1.1 **Additional Term.** Pursuant to Section 2.2, Tenant hereby notifies Landlord of its intention to extend the Lease for an additional one-year term beginning October 1, 2012, and continuing through September 30, 2013, unless sooner terminated pursuant to the terms of the Lease.

**2.0 INCORPORATION**

2.1 Landlord and Tenant hereby incorporate the Lease and First Amendment into this Second Lease Amendment. Landlord and Tenant hereby ratify all the terms and conditions of this Lease and First Amendment. The Lease, First Amendment and the changes made in this Second Lease Amendment, constitutes the entire agreement

between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

**3.0 EFFECTIVE DATE**

3.1 This Second Lease Amendment is effective September 30, 2012, when it is approved and signed by both Parties. This Lease, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

**CITY OF JONESTOWN, TEXAS**

**TRAVIS COUNTY, TEXAS**

BY: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/23/2012, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Katie Petersen Gipson, Planning and Budget Office, 854-9346

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

A handwritten signature in black ink, appearing to be "LB", written over the text of the elected official.

**Commissioners Court Sponsor:** Judge Samuel Biscoe

### AGENDA LANGUAGE:

Consider and take appropriate action to amend the Chapter 381 agreement with RRE Solar, LLC.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On January 10, 2012, Commissioners Court approved an amendment to the Chapter 381 Economic Development agreement with RRE Solar, LLC. Attached is the signed amendment with the new timeline on the agreement.

### STAFF RECOMMENDATIONS:

Planning and Budget recommends the amendment. RRE Solar, LLC is currently in negotiations for new power contracts that should fulfill the requirements of the contract. This amendment would allow all power generation, employment and investment requirements to shift by 18 months. Some dates in the agreement relating to the payment term shifted two years due to the yearly schedule that the Travis Central Appraisal District releases property valuations. Please see attached amendment for updated timeline.

### ISSUES AND OPPORTUNITIES:

Please see attached memo

### FISCAL IMPACT AND SOURCE OF FUNDING:

No tax rebate would be paid until FY15 if the Company meets all terms of the agreement for compliance.

### REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Jessica Rio



**PLANNING AND BUDGET OFFICE  
TRAVIS COUNTY, TEXAS**

---

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

**MEMORANDUM**

**TO:** Commissioners Court

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

**DATE:** September 25, 2012

**RE:** Amendment to Chapter 381 agreement with RRE Solar, LLC

Attached is an amendment that extends the construction, investment, payment, and completion dates for the 60 Megawatt Solar Farm to be built in Pflugerville by RRE Solar, LLC. The agreement gives an 80% rebate on ad valorem taxes paid on business personal property for a twenty year term. The Commissioners Court approved an amendment to the agreement on January 10, 2012. The Company had an unexpected construction delay due to the loss of power contracts with Austin Energy and CPS Energy. The Company will not be in compliance with the current agreement unless a final amendment is signed. However, the Company is in negotiations with San Antonio CPS and other companies to purchase solar power.

The initial date to generate 25 MW of power and create \$25 million has moved from 12/31/11 to 6/30/13. All other dates were similarly delayed 18 months. Much of the compliance and rebate calculations align with the Travis Central Appraisal District schedule. PBO calculates the rebate amounts in May after TCAD releases their property valuations. Throughout the summer those rebate amounts are corrected for updated tax rates and any valuation changes that may occur through a protest process. Therefore, dates relating to payment terms in the amendment needed to be pushed by two years.

The Company has contacted PBO and has informed them that they have not yet signed any additional contracts but are still in the negotiation process to sell power. If, for any reason, the Company fails to meet the new power creation and investment dates, PBO would recommend ending this Chapter 381 agreement. No rebate will be paid to the Company unless they meet all terms of the agreement. PBO recommends approval of this amendment because it would allow the project to continue and property to be developed. This current property has few improvements and if the agreement is canceled today, no additional investment and no additional revenue would come to Travis County.

Please note, the Company may request an additional amendment to the agreement in the next couple of months that would expand this project from 60 MW to 200 MW if additional power contracts can be secured.

cc: Mary Etta Gerhardt, County Attorney's Office  
Leslie Browder, PBO  
Diana Ramirez, PBO  
Jessica Rio, PBO  
Leroy Nellis, PBO

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup> STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

DANIEL BRADFORD

† Member of the College  
of the State Bar of Texas

September 15, 2012

Valerie Harkins  
RRE Power  
120 Wood Ave. S.  
Iselin, NJ 08830

RRE: Amendment of Economic Development  
Agreement With Travis County, Texas

Dear Valeria:

Enclosed are three originals of the amendment to the agreement with Travis County which extends the performance requirements of the agreement an additional eighteen months.

Thank you for your assistance with this matter. Please return all three signed originals to me at your earliest convenience, and we will set this for the Commissioners Court agenda. If you have any questions, feel free to contact me at 512/854-9176.

Sincerely,

Mary Etta Gerhardt  
Assistant County Attorney

**AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT**  
**BETWEEN TRAVIS COUNTY AND**  
**RRE AUSTIN SOLAR L.L.C.**

**PARTIES**

This Amendment ("Amendment") of Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and RRE Austin Solar LLC, a Texas Limited Liability Company duly authorized to transact business in Texas, its successors and assigns ("Company").

**RECITALS**

County and Company entered into an agreement to provide for economic incentives in the form of property tax rebates ("Agreement").

Under the Agreement, Company agreed to construct a new 60 Megawatt Solar Farm ("Facility") which would generate clean renewable energy and maintain regional offices in Travis County.

The Agreements provides for changes by written document signed by both Parties; and the Parties desire to amend the Agreement to reflect mutually agreed to changes.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

**ARTICLE I. - CHANGE IN OWNERSHIP**

**1.0 EXTENSION**

1.1 The Parties agree to extend the time allowed for completion of certain obligations under the Agreement as follows:

<b>AGREEMENT SECTION</b>	<b>ORIGINAL REQUIREMENT</b>	<b>AMENDED REQUIREMENT</b>
1.4 Agreement Term	Begins date signed – 1/14/11 Ends Termination date	No change
1.6 Completion Date – issuance of Certificate of Occupancy/ completion of Project	On or before 12/31/14	On or before 6/30/16
1.9 Effective Date – date both parties sign the agreement	1/14/11	No change
1.10 Effective Year Value – taxable value assessed by TCAD for year agreement signed	2011	No change

<b>1.17 Payment Term</b>	Begins 1/1/13, ends termination date; First payment made in 2013 based on compliance and taxes paid for 2012	Begins 1/1/15, ends termination date First payment made in 2015 based on compliance and taxes paid for 2014
<b>1.27 Termination Date</b>	12/31/32 or when terminated according to terms	No change
<b>2.4.1 Agreement Term</b>	Begins 1/14/11, ends 12/31/32	No change
<b>2.4.2 Payment Term</b>	Begins 1/1/12 (first payment in 2013; continues through 12/31/32)	Begins 1/1/15 (first payment in 2015); continues through 12/31/32
<b>4.2.1 Reporting/Completion/Payment Dates:</b>		
	1/1/10 – 12/31/10 – Effective Year Value determined by TCAD	No change
	1/14/11 – Effective Date	No change
	1/1/11 – Construction begins	3/1/13 – Construction begins
	12/31/11 - \$25 million investment; 5 MW power production	6/30/13 - \$25 million investment; 5 MW power production
	6/30/12 – first list of purchase agreements, service providers and customers due	12/31/13 – first list of purchase agreements, service providers and customers due
	12/31/12 - \$76 million investment; 20 MW power production	6/30/14 - \$76 million investment; 20 MW power production
	1/1/13 – Payment term begins	1/1/15 – Payment term begins
	3/31/13 – Annual report due for 2011 performance	3/31/14 – Annual report due for 2013 performance
	4/30/13 – County response to report due	4/30/14 – County response to report due
	9/30/13 – 10/31/13 – County budget process for FY 2014	9/30/14 – 10/31/14 – County budget process for FY 2015
	10/31/13 – County payment due if compliance	10/31/15 – County payment due if compliance
	12/31/13 - \$133 million investment; 40 MW power production	6/30/15 - \$133 million investment; 40 MW power production
	1/1/14 – Second payment year begins	1/1/16 – Second payment year begins
	3/31/14 – Annual report due for 2013 compliance	1/1/15 – Annual report due for 2014 compliance
	7/31/14 – 9/30/14 – County budget process for FY15	7/31/15 – 9/30/15 – County budget process for FY 16
	10/31/14 – County payment due if compliance achieved	10/31/16 – County payment due if compliance achieved

	12/31/14 – Completion date for Facility; \$210 million investment; 60 MW power production	6/30/16 – Completion date for Facility; \$210 million investment; 60 MW power production
	12/31/15 – 25 FTEs: at Facility – 5, at Headquarters – 20	6/30/17 – 25 FTEs: at Facility – 5; at Headquarters – 20
	12/31/32 – End of 20 year term	No change
5.1.1(b) – Jobs	25 by 12/31/15(5 at Facility, 20 at Headquarters)	25 by 6/30/17 (5 at Facility, 20 at Headquarters)
5.1.1(c) - Investment	12/31/11 - \$25 million 12/31/12 - \$76 million 12/31/13 - \$133 million 12/31/14 – \$210 million	6/30/13 - \$25 million 6/30/14 - \$76 million 6/30/15 - \$133 million 6/30/16 - \$210 million
5.1.1(d)(i) – Notice to Proceed with Construction	By 1/1/11 Completion by 12/31/14 % completion requirements	By 3/1/13 Completion by 6/30/16 % completion requirements – no change
5.1.1(d)(ii) - Completion	Certificate of Occupancy no later than 12/31/14	Certificate of Occupancy no later than 6/30/16
5.1.1(d)(iii) - Production	2011 – 5 MW 2012 – 20 MW 2013 – 40 MW 2014 – 60 MW	2013 – 5 MW 2014 – 20 MW 2015 – 40 MW 2016 – 60 MW
5.1.1(f) – Purchase Agreements	List of providers and customers beginning no later than 6/30/12	List of providers and customers beginning no later than 12/31/15
5.2	Annual Report	Begins 3/31/14

1.2 County and Company understand and agree that the above extension will be the final extension granted. If Company cannot meet the above requirements, the Agreement will be subject to termination by County according to the Agreement terms.

**2.0 INCORPORATION**

2.1 County and Company hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and Company hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Agreement not specifically amended herein remain the same and in full force and effect.

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

**RRE AUSTIN SOLAR L.L.C.**

BY: *Daven Mehta*  
Authorized RRE Representative  
Printed Name: DAVEN MEHTA  
Title: C.E.O  
Date: 9/20/12



RRE Austin Solar, LLC

December 27, 2011

Honorable Sam Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, TX 78767

Honorable Judge Biscoe:

I wanted to inform the Travis County Court that RRE Austin Solar will not be able to meet its obligations under its "Chapter 381" contract provisions with Travis County to install 5MW of solar panels by the end of 2011.

The reason for this is that the two projects which our company was actively pursuing were either cancelled or did not materialize. They were:

1. Austin Energy's recent purchase of only wind and not solar power as originally stated in their RFP.
2. San Antonio's CPS cancelled our winning bid for the 50MW of solar they issued in April of 2011.

We are determined more than ever to construct the Pflugerville Solar Farm and are redoubling our efforts to find Clients to purchase the electricity from it.

We are pursuing several new opportunities in 2012 which makes us optimistic that the solar farm will be constructed in 2012-2013 timeframe. They are as follows:

1. We have submitted a bid on the new RFP issued from San Antonio's CPS for 400 MW of solar power and are optimistic of a successful outcome.
2. We are also in serious discussions with two other major utilities which have expressed an interest in purchasing all the power from our Pflugerville Solar Farm in the 2012 – 2013 timeframe.

Therefore, we cordially ask the Travis County Court to amend the Chapter 381 agreement contract terms schedule (section 4.2) to extend the first phase of our project schedule which requires an investment of \$25 million and installation of 5MW by the end of 2011 to June 30, 2013.

We appreciate in advance your support and understanding as we look forward to the successful build out of the Pflugerville Solar Farm.

Sincerely,

Daven Mehta  
CEO

CC: Commissioners: Ron Davis, Karen Huber, Sarah Eckhardt and Margaret Gomez



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Pete Baldwin/974-0472

**Elected/Appointed Official/Dept. Head:** Danny Hobby, County Executive  
Emergency Services

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and Take Appropriate Action on the Mutual Agreements to Terminate the 1992 Mutual Aid Agreement between Travis County and the City of Rollingwood, City of Lakeway and the Village of Briarcliff .

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** On August 21, 2012, the Commissioners Court approved a motion to terminate the 2006 Capital Area Planning Council of Governments (CAPCOG) Mutual Aid Agreement, an Interlocal Agreement for mutual aid with the Lower Colorado Authority and the mutual aid agreements signed between 1992 and 1994 with various cities and counties. Letters and a copy of the resolution have been sent to the participants in the CAPCOG Mutual Aid Agreement notifying them of Travis County's termination of participation in that agreement. These three Mutual Agreements have been returned for signature for the Mutual Termination of a mutual aid agreement signed in 1992 with the City of Rollingwood, City of Lakeway and Village of Briarcliff. The reason for the original agenda item was that all the existing mutual aid agreements contained language that did not comply with existing law and caused considerable issues with requesting reimbursements under the Fire Mitigation Assistance Grants for the Labor Day Fires. It was recommended and approved to terminate the existing mutual aid agreements and respond or request assistance under the State Mutual Aid Plan. Staff expects more mutual termination agreements to follow over the next several weeks and months.

**STAFF RECOMMENDATIONS:** Emergency Services and the Office of Emergency Management recommend approval of the Mutual Agreements to terminate the 1992 Mutual Aid Agreement between Travis County and the City of Rollingwood, City of Lakeway and Village of Briarcliff.

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**ISSUES AND OPPORTUNITIES:** This is a continuation of our effort to move our mutual aid requests and responses under the State Mutual Aid Plan.

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**REQUIRED AUTHORIZATIONS:**

Barbara Wilson, County Attorney's Office

**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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

## Mutual Agreement to Terminate 1992 Mutual Aid Agreement

This Mutual Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

City of Rollingwood, a Municipal Corporation political subdivision of the State of Texas ("City").

### Recitals

On March 3, 1992, County and City entered into a Mutual Aid Agreement ("Agreement") consistent with Texas law at that time. Section 9.05 of the Agreement provides for Mutual Termination of the Agreement when both parties agree to the termination.

Since that time, Texas law has developed and changed significantly and an agreement is no longer necessary.

County and City believe that the type of assistance contemplated in the Agreement is better performed under the terms and conditions now stated in Texas Government Code, chapter 418, subchapter E. This subchapter addresses all of the aspects of assistance between local governments in the time of disasters.

### Agreement

County and City agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds under that Agreement.

County and City agree that the Agreement is terminated effective October 1, 2012.

County and City agree that any further requests for assistance will be dealt with based on the provisions of Texas law in effect at the time of the disaster.

This document is executed in duplicate originals.

TRAVIS COUNTY, TEXAS

CITY OF ROLLINGWOOD

By: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

By: \_\_\_\_\_  
Barry Bone  
Mayor

Date: \_\_\_\_\_

Date: 10-7-12

## Mutual Agreement to Terminate 1992 Mutual Aid Agreement

This Mutual Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

City of Lakeway, a Municipal Corporation political subdivision of the State of Texas ("City").

### Recitals

On April 3, 1992, County and City entered into a Mutual Aid Agreement ("Agreement") consistent with Texas law at that time. Section 9.05 of the Agreement provides for Mutual Termination of the Agreement when both parties agree to the termination.

Since that time, Texas law has developed and changed significantly and an agreement is no longer necessary.

County and City believe that the type of assistance contemplated in the Agreement is better performed under the terms and conditions now stated in Texas Government Code, chapter 418, subchapter E. This subchapter addresses all of the aspects of assistance between local governments in the time of disasters.

### Agreement

County and City agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds under that Agreement.

County and City agree that the Agreement is terminated effective October 1, 2012.

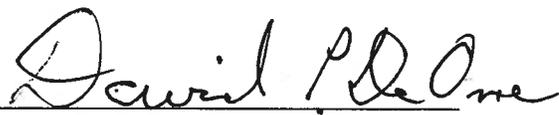
County and City agree that any further requests for assistance will be dealt with based on the provisions of Texas law in effect at the time of the disaster.

This document is executed in duplicate originals.

TRAVIS COUNTY, TEXAS

CITY OF LAKEWAY

By: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

By:   
Dave DeOme  
Mayor

Date: \_\_\_\_\_

Date: 10/01/12

## Mutual Agreement to Terminate 1992 Mutual Aid Agreement

This Mutual Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

Village of Briarcliff, a Municipal Corporation political subdivision of the State of Texas ("Village").

### Recitals

On February 24, 1992, County and Village entered into a Mutual Aid Agreement ("Agreement") consistent with Texas law at that time. Section 9.05 of the Agreement provides for Mutual Termination of the Agreement when both parties agree to the termination.

Since that time, Texas law has developed and changed significantly and an agreement is no longer necessary.

County and Village believe that the type of assistance contemplated in the Agreement is better performed under the terms and conditions now stated in Texas Government Code, chapter 418, subchapter E. This subchapter addresses all of the aspects of assistance between local governments in the time of disasters.

### Agreement

County and Village agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds under that Agreement.

County and Village agree that the Agreement is terminated effective October 1, 2012.

County and Village agree that any further requests for assistance will be dealt with based on the provisions of Texas law in effect at the time of the disaster.

This document is executed in duplicate originals.

TRAVIS COUNTY, TEXAS

VILLAGE OF BRIARCLIFF

By: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

By:   
Al Hostetler  
Mayor

Date: \_\_\_\_\_

Date: 10/2/12



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/23/2012, 9:00 AM, Voting Session

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

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, Purchasing Agent

**Commissioners Court Sponsor:** Judge, Samuel T. Biscoe

**AGENDA LANGUAGE:** APPROVE CONTRACT AWARD FOR TRAVIS COUNTY CORRECTIONAL COMPLEX, BUILDING NO. 106 - HYDRONIC BOILER REPLACEMENT, IFB NO. 1206-001-JE, TO THE LOW BIDDER THERMAL MECHANICAL CONTRACTORS, 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.
- IFB No. 1206-001-JE, Travis County Correctional Complex, Building No. 106—Hydronic Boiler Replacement, was issued on September 11, 2012. This project consists of construction work to remove and replace a hydronic condensing boiler at the Travis County Correctional Complex for Building No. 106 located at 3614 Bill Price Road, Del Valle, Texas 78617. This contract requires the contractor to provide labor, equipment, materials, supervision and related incidentals to complete the required work.
- Of the forty-two (42) bids either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, three (3) bids were received in response to this solicitation when subject IFB was opened on October 3, 2012 at 2:00 P.M., CST. The apparent low bidder was Thermal Mechanical Contractors, Inc. in the amount of \$71,300.00 for the Base Bid. The next low bid was from Climate Solutions in the amount of \$81,729.00.
- The Travis County Sheriff's Office (TCSO) is recommending, with the Purchasing Office concurrence, contract award to Thermal Mechanical Contractors, Inc. in the amount of \$71,300.00 as the lowest responsive and responsible bidder. TCSO has deemed the price as fair and reasonable.
- Contract Expenditures: Within the last 12 months \$0.00 has been spent against this requirement.

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: \$71,300.00

Contract Type: Construction

Contract Period: Ninety (90) Calendar Days from the Notice to Proceed date.

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 42

Responses Received: 3

HUB Information: Yes

% HUB Subcontractor: Less than 1%

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

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Funds Reservation: 300000241

Cost Center:

Comments:



# GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

JAMES N. SYLVESTER  
Chief Deputy

PHYLIS CLAIR  
Major – Law Enforcement

DARREN LONG  
Major – Corrections

MARK SAWA  
Major - Administration & Support

**DATE:** October 8, 2012

**TO:** Cyd Grimes

**FROM:** Wallace Sefcik

A handwritten signature in blue ink that reads "Wallace E. Sefcik".

**SUBJECT:** Award Thermal and Proceed with TCCC Bldg 106, Hydronic Boiler Replacement  
Funds Reservation # 30000241  
TCSO Work Order # 211668

The TCSO Maintenance Section has reviewed the bids and recommends the low bidder, Thermal Mechanical Contractors, Inc., to perform the required work as per the scope of work identified in the solicitation.

If you have any questions please call.

Thanks,  
Wallace Sefcik  
Travis County Sheriff's Office  
Building Maintenance Division Manager  
3614 Bill Price Road  
Del Valle, TX. 78617  
Phone 512-854-5216

**CC:** Maria Wedhorn  
Marvin Brice  
John Pena  
Captain Wes Priddy  
Captain Michael Gottner  
Michael Herman

TRAVIS COUNTY PURCHASING  
CONSTRUCTION CONTRACTS  
BID TABULATION FORM

**SOLICITATION NO.:** Bid No.: 1206-001-JE      **CONTRACT NO.:** TBD  
**DESCRIPTION:** Travis County Correctional Complex, Building No. 106  
Hydronic Boiler Replacement  
**DEPARTMENT:** Travis County Correctional Complex  
**CONTACT/NO.:** Wallace Sefcik @ 854-5216

**BID ISSUE DATE:** September 11, 2012  
**BID DUE DATE:** October 3, 2012  
**OPEN TIME:** 2:00 P.M., CST  
**BIDS EXPIRE:** January 2, 2013

**BIDS INVITED:** 3881 (Via BidSync)\*  
\* Two Advertisement dates in local publication: 9/14/12 and 9/21/12  
**BIDS VIEWED:** 42 (Via BidSync)  
**BIDS PICKED-UP VIA PURCHASING OFFICE:** 2  
**BIDS RECEIVED:** 3 BidSync & Hardcopy  
**HUBS SOLICITED:** 2 (Via BidSync)  
**HUBS RECEIVED:** 1

| Bidder's Name                                    | Base Bid    | Item Response Form | Construction Respondent Form | Bid Security | Ethics Affidavit (Attachment 1 & 2) | Safety Record Questionnaire | HUB Program Requirements | Certificate of Secretary | Acknowledge Addendum No. 1 | This Field Left Blank |
|--|-------------|--------------------|------------------------------|--------------|-------------------------------------|-----------------------------|--------------------------|--------------------------|----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Climate Solutions (Cedar Park, TX)               | \$81,729.00 | Yes                | Yes                          | Yes          | Yes                                 | Yes                         | Yes                      | Yes                      | Yes                        | XXXXXXX               |
| Hot Rod Mechanical, Inc.* (Austin, TX)           | \$96,453.00 | Yes                | Yes                          | Yes          | Yes                                 | Yes                         | Yes                      | Yes                      | Yes                        | XXXXXXX               |
| Thermal Mechanical Contractors, Inc. (Manor, TX) | \$71,300.00 | Yes                | Yes                          | Yes          | Yes                                 | Yes                         | Yes                      | Yes                      | Yes                        | XXXXXXX               |

**SIGNATURE** \_\_\_\_\_ **PRINT NAME**  
Original Signature on File with Purchasing Office

John E. Pena, CTPM, Purchasing Agent Assistant

**DATE**  
3-Oct-12

\* HUB - Historically Underutilized Business

## AGREEMENT FOR CONSTRUCTION SERVICES

**CONTRACT NO.: 4400001152**

**BID NO.: 1206-001-JE**

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 Thermal Mechanical Contractors, Inc. (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the construction of the **Travis County Correctional Complex, Building No. 106 – Hydronic Boiler Replacement** (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 Bid (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked **Travis County Correctional Complex, Building No. 106 – Hydronic Boiler Replacement** Travis County Texas, **Bid No. 1206-001-JE**; 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 **Travis County Correctional Complex, Building No. 106 – Hydronic Boiler Replacement** Travis County Texas, **Bid No. 1206-001-JE**, 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 **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 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 **\$450.00 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 **\$71,300.00** (the "Contract Sum"). The Contract Sum is comprised of **(i) \$54,947.00** 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) \$16,353.00** 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 Architect/Engineer, 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

THERMAL MECHANICAL CONTRACTORS, INC.

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

By: James L. Brown  
Name: James L. Brown  
Title: President  
Date: 10-9-12

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 23, 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 TRAVIS COUNTY EXPOSITION CENTER, ARENA HVAC CONTROLS, IFB NO. 1207-006-PS, TO THE LOW BIDDER, COMPUTROLS, 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 replacing the existing HVAC controls with new controls at the Travis County Exposition Center Arena building.

Subject IFB was opened September 26, 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, Computrols, Inc. for a total of \$45,000.00.

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

- **Contract-Related Information:**

Award Amount: \$45,000.00

Contract Type: Construction

Contract Period: 60 calendar days

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

Modification Amount:

Modification Type:

Modification Period:

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Solicitation-Related Information:**

Solicitations Sent: 33

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: 300000337

Cost Center(s): 114009001

Comments:



*Patrick  
10-8-12  
YMA*

# FACILITIES MANAGEMENT DEPARTMENT

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

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

## MEMORANDUM

**Project No:** EXPO-23-12F-1M

**File:** 703

**TO:** Cyd Grimes, CPM, Purchasing Agent  
**FROM:** Roger A. El Khoury, M.S., P.E., Director  
**DATE:** October 4, 2012  
**SUBJECT:** Travis County Exposition Center  
Arena HVAC Controls  
Award Recommendation, Bid # 1207-006-PS

A handwritten signature in blue ink that reads "Roger A. El Khoury".

Facilities Management Department (FMD) recommends award of a contract to replace the existing Arena HVAC controls with new controls to the apparent low bidder, Computrols, Inc. Four bids have been reviewed and the low bid of \$45,000 was determined to be fair and reasonable. Performance period is 60 calendar days from issuance of notice to proceed and the liquidated damages is \$250 per day. Facilities Management Department recommends approval.

Funds are in cost center 114009001, product code 72152500, and are encumbered under funds reservation document # 300000337.

If approved, please execute a contract with Computrols, Inc. We appreciate your assistance with this request. Please direct questions to Lloyd Evans by email or phone @ 4-4773.

### ATTACHMENT:

- 1) Bid Tabulation Document

### COPY:

Leslie Browder, County Executive, PBO  
Lloyd Evans, Maintenance Division Director, FMD  
Amy Draper, C.P.A., Financial Manager, FMD  
Marvin Brice, CPPB, Assistant Purchasing Agent, Purchasing Office

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2012 OCT -4 PM 3:31

## Bid #1207-006-PS, FMD Project: EXPO-23-12F-1M - TRAVIS COUNTY EXPOSITION CENTER, ARENA HVAC CONTROLS

Creation Date **Jul 18, 2012**

End Date **Sep 26, 2012 2:00:00 PM CDT**

Start Date **Sep 5, 2012 2:42:57 PM CDT**

Awarded Date **Not Yet Awarded**

1207-006-PS, FMD Project: EXPO-23-12F-1M--01-01 TRAVIS COUNTY EXPO CENTER, ARENA HVAC CONTROLS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Computrols, Inc</u>	First Offer - \$45,000.00	1 / lump sum	\$45,000.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Forty Five Thousand Dollars <b>Total Amount Text:</b> Forty Five Thousand Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 031-26 <b>Supplier Notes:</b> Computrols proposes to provide and install a new building automation system as per project documents.			
<u>Entech Sales and Service</u>	First Offer - \$69,392.00	1 / lump sum	\$69,392.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> sixty nine thousand three hundred ninety two dollars and zero cents <b>Total Amount Text:</b> sixty nine thousand three hundred ninety two dollars and zero cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>Cohesive Automation [Ad]</u>	 First Offer - \$84,900.00	1 / lump sum	\$84,900.00		Y
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
<u>JOHNSON CONTROLS</u>	First Offer - \$98,625.00	1 / lump sum	\$98,625.00	Y	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Ninety Eight Thousand Six Hundred Twenty Five Dollars and zero cents <b>Total Amount Text:</b> Ninety Eight Thousand Six Hundred Twenty Five Dollars and zero cents <b>Agency Notes:</b>		<b>Supplier Product Code:</b> Lump Sum for Controls <b>Supplier Notes:</b>			

**Supplier Totals**

<b>Computrols, Inc</b>		<b>\$45,000.00</b>
Bid Contact <b>Edward Rodriguez</b> <b>Engineering@computrols.com</b> Ph 504-529-1413	Address <b>221 Bark Drive</b> <b>Harvey, LA 70058</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Entech Sales and Service</b>		<b>\$69,392.00</b>
Bid Contact <b>Andrew Bruch</b> <b>andy.bruch@entechsales.com</b> Ph 512-719-5191	Address <b>2136 Rutland Dr</b> <b>Austin, TX 78758</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>Cohesive Automation [Ad]</b>		<b>\$84,900.00</b>
Bid Contact <b>Greg Lockhart</b> <b>chrishill@cohesiveautomation.com</b> Ph 512-358-0703 Fax 512-440-0703	Address <b>4109 Todd Lane, Suite 100</b> <b>Austin, TX 78744</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	
<b>JOHNSON CONTROLS</b>		<b>\$98,625.00</b>
Bid Contact <b>MATT SULLIVAN</b> <b>Wesley.a.ferry@jci.com</b> Ph 512-339-5753	Address <b>11500 METRIC BLVD</b> <b>AUSTIN, TX 78758</b>	
<b>Agency Notes:</b>	<b>Supplier Notes:</b>	

**\*\* 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. 4400001090**

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 **Computrols, Inc.** (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for the Travis County Exposition Center, Arena HVAC Controls (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 "Travis County Exposition Center, Arena HVAC Controls"), IFB No. 1207-006-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 **60 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 **\$45,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$28,232.68** 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) **\$16,767.32** 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

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

COMPUTROLS, INC.

By: Bonnie L. Frey  
Name: BONNIE L. FREY  
Title: SECRETARY/TREASURER  
Date: 10/9/12

\_\_\_\_\_  
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 23, 2012

**Prepared By/Phone Number:** Loren Breland, 854-4854

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Consider and take appropriate action for the following items.

A. Approve order exempting the purchase of patient ventilators for Starflight from CareFusion, from the competitive procurement process pursuant to section 262.024(a)(7)(A) of the County Purchasing Act.

B. Pursuant to Section 263.152 of the Texas Local Government Code, declare Pulmonetics LTV 1000 ventilators as surplus property and authorize same as trade-in on new equipment.

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

The Travis County Commissioners Court approved the purchase of new patient ventilators during the FY13 budget process. These new patient ventilators will replace the current Pulmonetics LTV 1000 ventilators originally purchased by Travis County in 2006. CareFusion is the sole manufacturer and distributor for Revel ventilators. These new ventilators offer significant improvements over the older model with reduced maintenance, weight and size. StarFlight is currently purchasing 4 new Revel ventilators at \$17,900.00 each.

Carefusion is offering trade-in allowances for the current monitors and ventilators. Carefusion is offering \$1,790.00 trade-in for each LTV 1000.

The current Pulmonetics LTV1000 ventilators have Travis County asset numbers 123592, 123493 and 123594

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: CareFusion - \$68,255.00

Contract Type: One time purchase.

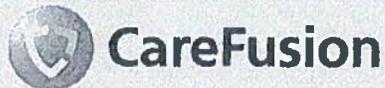
Comments:

➤ **Funding Information:**

Funding Account(s): SAP cost center 1598000001

Comments: Funded from FY13 budget.

CareFusion #203  
17400 Medina Road, Suite 100  
Minneapolis, Minnesota 55447-1341  
763.398.8300 tel  
763.398.8400 fax



[www.carefusion.com](http://www.carefusion.com)

October 02, 2012

Loren Breland  
Loren.Breland@co.travis.tx.us

Dear Loren,

I understand you have made an inquiry about the Revel, p/n 19260-001, Ventilator and were looking for sources in which to obtain this product. This product is manufactured and sold exclusively by us, CareFusion #203. We do not have distributors in which you could obtain these from; therefore, we are the sole source to obtain the Revel.

If we can be of further assistance please don't hesitate to call our Customer Care Department @ 800/754-1914.

Sincerely,  
CareFusion #203

A handwritten signature in blue ink that reads "Deb Solie".

Deb Solie  
Customer Service Manager



## ReVel® Ventilator | PTV Series

The lightweight transport ventilator with ICU and NIV capabilities that effectively ventilates in complex environment

The ReVel® portable critical care ventilator provides high-performance ventilation on the fly for your pediatric to adult patients weighing at least 5 kg. To help manage high-acuity patients during transport, the ventilator features the patented ActivCore™ gas delivery system. From initial emergency to the emergency room, the ReVel ventilator automates ventilation without patient circuit disconnection—for continuous care.

### Product Highlights

#### Easy to use

Based on the trusted LTV® series ventilator platform, ReVel will quickly and easily guide healthcare workers through its intuitive preset defaults so ventilation is delivered quickly and effectively.

#### Lightweight for portability

The portable ventilator weighs only 9.5 lbs., yet built with the same power and synchrony as a complex critical care vent. Whether you need to initiate NIV or intubate, ReVel conveniently travels with the patient.

#### Uninterrupted operation

The hot-swappable, four-hour battery in the ReVel ventilator provides continuous power to extend transport capabilities.

#### Integrated tools

Facilitates spontaneous breathing trial (SBT) decision-making. Studies show that patients who tolerate an SBT for 30 to 120 minutes successfully discontinue ventilation at least 77% of the time. \*

#### Integrated pulse oximeter

The transport ventilator enables you to monitor blood oxygen saturation (SpO<sub>2</sub>) and pulse rate during transport or in lieu of central monitoring.

#### In conclusion

The ReVel combines the features of a critical care ICU ventilator in the size of a transport ventilator allowing the end user all the tools needed to treat patients on the spot in the field or at the bedside. Only one ventilator, the ReVel has the versatility & capability of transitioning from the field to the hospital in a very small package & with the addition of extra batteries allowing this ventilator an unlimited portable power supply without adding extra weight to the ventilator.

Best Regards,

**Max Soliz**  
**CareFusion 203**  
Texas  
713-305-1387



Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Cyd Grimes, Purchasing Agent  
**Through:** Danny Hobby, Executive Manager, Emergency Services  
**From:** Casey Ping, Program Director  
**Date:** September 21, 2012  
**Subject:** *Patient Ventilator Replacement – Carefusion ReVel Ventilator*

The current **STAR Flight** Carefusion LTV1000 ventilators are no longer produced and are now 7 years old. The age of the ventilators has caused a significant increase in the preventative maintenance cost and obtaining a spare ventilator would mean purchasing a similar yet functionally different model.

Carefusion's new ventilator model, the ReVel, is designed specifically for the transport environment and is based on our current LTV, providing ease of transition and reduced training time. The Revel ventilator reduces size by 50% and reduces weight from 24 pounds to 9.9 pounds and incorporates a 4-hour internal swappable battery. The ventilator also provides new technology equipment to the patient including built-in PEEP and also provides for pulse oximetry and pulse rate monitoring via the ventilator itself.

The Revel ventilator is the only transport ventilator that meets all of the following criteria:

- incorporates an internal compressor and blender
- functions independent of oxygen sources
- can provide bi-level continuous positive airway pressure (CPAP) plus pressure support , synchronized intermittent mandatory ventilations (SIMV), and non-invasive positive pressure ventilation
- pediatric ( $\geq 5$ kg) to adult ventilation
- weight under 12 pounds for aircraft Fairfield bar mounting limits

Casey

cc. Bonnie Floyd, Travis County Purchasing



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Michael Long, 854 4850; Marvin Brice, 854 9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Ratification of Modification No. 1 to Contract No. 4400000861, Family Eldercare, for Guardianship Services.

➤ **Purchasing Recommendation and Comments:**

Contract No. 4400000861 allows Travis County to provide personal and professional services for the care of indigents and other qualified recipients and provide for public health, education and informative services.

The Contract provided for renewal and/or amendment of the Contract by written agreement of the Parties.

Due to the late receipt of necessary documents from the department and legal, the Purchasing Office was unable to have item placed on the agenda prior to contract expiration.

Modification No. 1 will ratify the provisions of services under the terms of the FY'13 renewal from October 1, 2012 through the date of execution of this FY'13 renewal.

➤ **Contract Expenditures:** Within the last 12 months \$478,999.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$478,999.00

Contract Type: Professional Service

Contract Period: September 11, 2011 – September 30, 2012

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract Modification Information:**

Modification Amount: \$545,598.00

Modification Type: Professional Service

Modification Period: October 1, 2012 – September 30, 2013

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): \$466,598 from cost center 1250010001

\$79,000 from special fund, cost center 1250010132

Comments:

## Judge Guy Herman

TRAVIS COUNTY PROBATE COURT NO. 1

1000 Guadalupe Street – P.O. Box 1748

Travis County Courthouse, Room 217

Austin, Texas 78767

Phone: (512) 854-9258

Fax: (512) 854-4418



To: Mike Long, Purchasing

From: Judge Guy Herma 

Date: Monday, September 24, 2012

Subject: Extension of Contract with Family Eldercare

The purpose of this memo is to state formally that the Probate Court does want to extend the contract with Family Eldercare for guardianship services. There will be no changes in the work statement or the performance report form, but there will be an increase in the contract:

Total contract: \$545,598

\$466,598 from general fund, cost center 1250010001

\$79,000 from special fund, cost center 1250010132

Please let me know if you need any additional information.

<b>MODIFICATION OF CONTRACT NUMBER: 4400000861(PS980044LB)</b>		<b>PAGE 1 OF 3 PAGES</b>
<b>Guardian Services</b>		
ISSUED BY: PURCHASING OFFICE 700 LAVACA 8 <sup>TH</sup> FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Michael Long</b> TEL NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED:  <b>September 24, 2012</b>
ISSUED TO: Family Eldercare, Inc. Attn: Joyce Pohlman, Contract Mgr. 1700 Rutherford lane Austin, TX 78754	MODIFICATION NO.:  <b>1</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>September 11, 2011</b>
ORIGINAL CONTRACT TERM DATES: <u>9/11/11 - 9/30/12</u>		CURRENT CONTRACT TERM DATES: <u>10/01/12 - 9/30/13</u>
<b>FOR TRAVIS COUNTY INTERNAL USE ONLY:</b>		
Original Contract Amount: <del>\$478,999.00</del>		Current Modified Amount <b>\$545,598.00 (FY '13)</b>
<p><b>DESCRIPTION OF CHANGES:</b> 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.</p> <p>The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:</p> <ol style="list-style-type: none"> <li>1. The Contract amount is changed from \$478,999 to \$545,598 , an increase of \$66,599, for funding of the FY'13 Renewal Term.</li> <li>2. Pursuant to section 2.2, the term of the Contract has been extended for an additional period of one year, from October 1, 2012 through September 30, 2013 (the "FY 13 Renewal Term").</li> </ol>		
<p><b>Note to Vendor:</b>  <input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.</p>		
LEGAL BUSINESS NAME: <u>FAMILY Eldercare, Inc.</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>ANGELA Atwood</u> PRINT NAME TITLE: <u>CEO</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>9-26-2012</u>	
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE: <u>10/10/12</u>	
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____	

ID# 7241

**RENEWAL AND RATIFICATION OF CONTRACT BETWEEN  
TRAVIS COUNTY AND  
FAMILY ELDERCARE, INC.**

This renewal and ratification of written instrument ("FY2013 Renewal") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Family Eldercare, a non-profit organization ("Contractor").

**RECITALS**

The Travis County Commissioners Court approved and the County Judge executed a contract with Contractor effective September 20, 2011, and terminating September 30, 2012 ("Contract").

Contractor agreed to provide services and activities for indigent and other qualified recipients in accordance with the terms of the Contract, including the attachments thereto, during any approved Contract period.

The Contract provided for renewal and/or amendment of the Contract by written agreement of the Parties.

County and Contractor desire to renew the Contract for an additional one-year term and to ratify the provision of services under the terms of this FY2013 Renewal from October 1, 2012, through the date of execution of this FY2013 Renewal.

In order to renew the Contract for an additional one-year term, and in consideration of the mutual benefits to be received through that renewal, County and Contractor agree as follows:

**1.0 AGREEMENT PERIOD**

1.1 **FY 2013 Renewal Term.** The Parties agree to renew the Contract for an additional one-year term, beginning October 1, 2012, and terminating September 30, 2013 ("2013 Renewal Term"), and to ratify the provision of services under the terms of this FY2013 Renewal from October 1, 2012 through the date of execution of this FY2013 Renewal.

**2.0 CONTRACT FUNDS**

2.1 **Maximum Funds.** The Parties agree that the maximum amount of County Funds provided under the Contract, as amended, for the 2013 Renewal Term will be: an amount not to exceed Five Hundred Forty-five Thousand, Five Hundred and Ninety-Eight Dollars (\$545,598.00) with the monthly payment amount equal to 1/12 of the total Maximum Funds set forth in this Section 2.1. Maximum Funds for future Renewal Terms will be as agreed to by the Commissioners Court and the Contractor during the budget process relating to that Renewal Term.

**3.0 CONTRACT TERMS**

3.1 **General Terms.** The Parties agree that any terms not specifically changed in this FY2013 Renewal will remain in full force and effect as set forth in the Contract.

4.0 **INCORPORATION**

4.1 County and Contractor hereby incorporate this FY2013 Renewal into the Contract and hereby incorporate the Contract into this FY2013 Renewal for the purposes of interpretation of both. Except for the changes made in this FY2013 Renewal, County and Contractor hereby ratify all terms and conditions of the Contract as amended. The Contract, as amended, with the changes made in this FY2013 Renewal, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 **EFFECTIVE DATE**

5.1 This FY2013 Renewal shall be effective October 1, 2012, when fully executed by County and Contractor.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Dan Rollie, 854-6459

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

Agenda Language: DECLARE ITEMS AS SURPLUS AND AUTHORIZE SAME TO BE DISPOSED OF THROUGH DELL, INC. PURSUANT TO SECTION 263.152 OF THE TEXAS LOCAL GOVERNMENT CODE

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

Under our previous agreement with Dell to recycle/dispose of our computer equipment, Purchasing recommends that the Court declare computer related systems as surplus property and turn the equipment over to Dell for disposal.



## Asset Master Record Detail Report

Data Warehouse Last Refresh: 10/09/2012 011

Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub- No.	Serial Number (0ASSET__ZZSERIAL)	Acquisition Value
103825	TC Pending Trade In	DELL POWEREDGE 4600	1000926	0000	5F2XS11	11,097.00
106241	TC Pending Trade In	DELL POWEREDGE 4400 BASE	1000800	0000	76VK911	11,383.00
121613	TC Pending Trade In	DELL POWEREDGE 2600 Q119232365	1001119	0000	FDJXG41	6,473.66
121620	TC Pending Trade In	DELL POWEREDGE 2600 Q119232414	1001122	0000	H39XG41	8,797.91
121623	TC Pending Trade In	DELL POWEREDGE 2600 Q119232414	1001124	0000	DJ7XG41	8,797.91
127489	TC Pending Trade In	FILE SERVER POWEREDGE 2800 STANDARD	1001405	0000	42GGK81	6,118.96
130185	TC Pending Trade In	POWEREDGE 2850 3.4GHZ/2MB CACHE XEON 800MHZ	1001576	0000	57H9R91	6,865.62
138944	TC Pending Trade In	DELL POWEREDGE 2950 FILE SERVER	1002122	0000	8L16GG1	8,554.00
78233	TC Pending Trade In	DELL PENTIUM-90 MINITWR	1000189	0000	59WJC	5,629.00
96013	TC Pending Trade In	SERVER AS/400-170 (9406-170)	1000416	0000	1039K7M	33,234.30

Updated 10-18-12 at 4:00pm

Tag	LOCATION	DESCRIPTION	ASSET	IMP	SERIAL	INS
11464	TC Pending Trade In	PRINTER LEXMARK OPTRA 1625	1006107	0000	11ZL681	1,780.00
11467	TC Pending Trade In	PRINTER LEXMARK OPTRA 1625	1006109	0000	11ZL675	1,780.00
11699	TC Pending Trade In	"17"" LCD FLAT MONITOR DELL	1009782	0000	MX02Y3114760539BDVBP	-
11702	TC Pending Trade In	"17"" LCD FLAT MONITOR DELL	1009783	0000	MX02Y3114760539BDFW9	-
11706	TC Pending Trade In	"17"" LCD FLAT MONITOR DELL	1009785	0000	MX02Y3114760539BDVW	-
11716	TC Pending Trade In	"17"" LCD FLAT MONITOR DELL	1009786	0000	MX02Y3114760539BDWH0	-
11735	TC Pending Trade In	"17"" LCD FLAT MONITOR DELL	1010160	0000	CN02Y311476063BJA732	-
11748	TC Pending Trade In	"17"" LCD FLAT MONITOR DELL	1010329	0000	MX02Y3114760542GAPPR	-
11832	TC Pending Trade In	"19"" MONITOR DELL FLAT PANEL	1012611	0000	CN0T6116716184CHA368	-
11873	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013351	0000	B8N4T71	998.48
11888	TC Pending Trade In	"17"" LCD WXP MONITOR DELL	1013361	0000	MX0H63044760556HAAFC	-
11889	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013355	0000	87P4T71	998.48
11944	TC Pending Trade In	"17"" LCD WXP MONITOR DELL	1013614	0000	MX0N60994760556FABVG	-
11948	TC Pending Trade In	"17"" LCD WXP MONITOR DELL	1013618	0000	MX0N60994760556FABZ3	-
11952	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013620	0000	HR2V881	998.48
11953	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013621	0000	BS2V881	998.48
11955	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013623	0000	JS2V881	998.48
11957	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013624	0000	4T2V881	998.48
11958	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013625	0000	GR2V881	998.48
11962	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013626	0000	SS2V881	998.48
12008	TC Pending Trade In	"19"" FLAT PANEL MONITOR DELL	1012315	0000	CN0T6116716184ATAE8M	-
13029	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1014598	0000	CN0CC352641806270SOL	-
13068	TC Pending Trade In	PRINTER DELL 1710 PERSONAL USB 5YR WARANTY	1014951	0000	2CVC191	286.85
68938	TC Pending Trade In	TERMINAL IBM	1004297	0000	8878748	1,563.00
71663	TC Pending Trade In	PC PREMIO 486/50 MHZ DESKTOP	1004580	0000	4B20808	2,389.00
71676	TC Pending Trade In	PCHALKAN/MDL NBC386SX/NOTEBOOK W/FAX MOUSE	1004610	0000	SE153C12300	1,810.00
88470	TC Pending Trade In	LAPTOP COMPAQ ARMADA 1550 DMT	1005598	0000	J722BMS72958	2,838.00
88479	TC Pending Trade In	PRINTER DESKJET 950C 11PPM DRAFT BLACK	1007013	0000	MYOC6171BV	182.00
90050	TC Pending Trade In	TOTAL PERIPHERALS PENTIUM II 266 MHZ TO INCLUDE:	1005432	0000	378615900	2,611.20
90297	TC Pending Trade In	PRINTER IBM 4247	1005430	0000	110752	2,664.00
90454	TC Pending Trade In	"MONITOR ACER 17"" SVGA	1005465	0000	9.1724E+17	-
90800	TC Pending Trade In	MONITOR ACER	1005486	0000	73310758H5N421H	-
93568	TC Pending Trade In	"MONITOR DELL 21""	1005700	0000	7026888	-
94089	TC Pending Trade In	PRINTER LEXMARK OPTRA S 1650	1005573	0000	11R2849	1,854.00
95134	TC Pending Trade In	PC DELL DIMENSION XPS R400 MINITOWER	1005665	0000	EY5MD	2,108.00
95334	TC Pending Trade In	NOTEBOOK TOSHIBA SATELLITE PRO	1005671	0000	78862675A1	4,571.00
95935	TC Pending Trade In	HP LASERJET 4000T 17PPM 1200DPI 4MB 2-250 TRAY	1005658	0000	USNCO52767	1,211.00
95939	TC Pending Trade In	HP LASERJET 4000T 17PPM 1200DPI 4MB 2-250 TRAY	1005659	0000	SUSNCO52354	1,211.00
95940	TC Pending Trade In	HP LASERJET 4000T 17PPM 1200DPI 4MB 2-250 TRAY	1005660	0000	USNCO52766	1,211.00
96200	TC Pending Trade In	"PRINTER 4"" 203DPI SERIAL ZEBRA	1005778	0000	6110342	2,295.00
96280	TC Pending Trade In	PRINTER IBM 4039	1004257	0000	11TH150	402.00
97332	TC Pending Trade In	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	1005966	0000	11DBF11	1,502.00
97335	TC Pending Trade In	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	1005967	0000	11CYN84	1,502.00
97340	TC Pending Trade In	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	1005968	0000	11CRL47	1,502.00
97347	TC Pending Trade In	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	1005970	0000	11CYN74	1,502.00
97352	TC Pending Trade In	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	1005972	0000	11DBD52	1,502.00
97410	TC Pending Trade In	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	1005976	0000	11DBD68	1,502.00
97556	TC Pending Trade In	PRINTER HP DESKJET 1120CXI 6.5 PPM	1006053	0000	SG8C0131WO	462.00
97577	TC Pending Trade In	PC DELL OPTIPLEX GX110 MINI TOWER WITH FOLLOWING:	1006343	0000	8YM940B	1,700.25
97751	TC Pending Trade In	"MONITOR DELL 17""	1006139	0000	5322DE8QU099	-
97761	TC Pending Trade In	DELL INSPIRON 3500 NOTEBOOK TO INCLUDE FOLLOWING:	1006141	0000	V54H7	3,507.00
97762	TC Pending Trade In	DELL INSPIRON 3500 NOTEBOOK TO INCLUDE FOLLOWING:	1006140	0000	V54H6	3,507.00
97874	TC Pending Trade In	"DELL 1701FP 17"" FLAT PANEL	1006967	0000	KR004PJR47602158ALXB	-
97880	TC Pending Trade In	LEXMARK OPTRA T614 LASER PRINTER W/8MB (384MB MAX)	1006986	0000	41-F8965	3,446.30
98641	TC Pending Trade In	HP LASERJET 4050T 17PPM 1200DPI 8MB 2-250 TRA	1006097	0000	USCG011958	2,156.00
98645	TC Pending Trade In	PRINTER OPTRA S 1625 16PPM 350 INPUT/250	1006115	0000	11HRF46	1,771.00
98917	TC Pending Trade In	PRINTER HP DESKJET 2000CXI COLOR	1006172	0000	SG98D3G08R	474.00
99109	TC Pending Trade In	PRINTER DESKJET 970CXI	1006325	0000	MY9AK111B9	385.00
99413	TC Pending Trade In	"MONITOR DELL 17""	1006233	0000	MX01780R47801024H21L	-
100229	TC Pending Trade In	"MONITOR DELL 17""	1006278	0000	MX01780R4780104HH3W2	-
100246	TC Pending Trade In	"MONITOR DELL 17""	1006280	0000	MX01780R4780104IHOHV	-
100268	TC Pending Trade In	PC NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348	1006275	0000	57AL1	1,136.00
100269	TC Pending Trade In	PC NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348	1006276	0000	57AL9	1,136.00
100273	TC Pending Trade In	PC NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348	1006277	0000	57AMB	1,136.00
100305	TC Pending Trade In	PC NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348	1006271	0000	5BYUD	1,135.00
100538	TC Pending Trade In	PRINTER HP LASERJET 4050T 17PPM	1006443	0000	USCC190336	1,263.00
100540	TC Pending Trade In	PRINTER HP LASERJET 4050T 17PPM	1006444	0000	USCC168774	1,263.00
100543	TC Pending Trade In	"MONITOR FLAT PANEL IBM 15.1"" TFT T56A #9493AG	1006554	0000	6630248	-
100571	TC Pending Trade In	NOTEBOOK DELL INSPIRON 7500	1006556	0000	59KR901	2,800.00
100576	TC Pending Trade In	"MONITOR FLAT PANEL IBM 15.1"" TFT T56A #9493AG	1006559	0000	6630116	-
100610	TC Pending Trade In	MONITOR T56A - 15 INCH TFT SCREEN	1006905	0000	6659356	-
100816	TC Pending Trade In	I70 COLOR BUBBLE JET PRINTER CANON	1010959	0000	XAEM20354	214.00
101124	TC Pending Trade In	LEXMARK OPTRA T614 LASER PRINTER W/8MB (384MB MAX)	1006347	0000	11BLAT4	1,618.00
101193	TC Pending Trade In	PRINTER LEXMARK T614	1034923	0000	41FC375	-
102409	TC Pending Trade In	PRINTER OPTRA T614 #20T3200/YR LEXEXPRESS	1006716	0000	41G2885	1,067.00
102434	TC Pending Trade In	PRINTER OPTRA T614 #20T3200/YR LEXEXPRESS	1006717	0000	41G1820	1,673.00
102623	TC Pending Trade In	PRINTER T522N-ETHERNET CARD INCLUDED 32MB MEMORY	1007222	0000	G012113	1,100.00
102635	TC Pending Trade In	"15"" FLAT PANEL SCREEN	1007266	0000	KR032DVX476021BRBMHY	-
102700	TC Pending Trade In	DESKJET 990 CXI 17 PPM DRAFT BLACK 1.3 PPM BEST	1007674	0000	MY22S1C1NW	274.50
102702	TC Pending Trade In	DESKJET 990 CXI 17 PPM DRAFT BLACK 1.3 PPM BEST	1007675	0000	MY22S1C1ND	274.50
102724	TC Pending Trade In	LEXMARK T622DN LASER PRINTER	1007688	0000	41TK717	2,310.52
102731	TC Pending Trade In	PRINTER DESKJET 960CXI	1007849	0000	MY26H1B09C	190.00
102739	TC Pending Trade In	PRINTER LEXMARK T622N LASER 20T4450	1007895	0000	41GG055	1,957.00
102740	TC Pending Trade In	PRINTER LEXMARK T622N LASER 20T4450	1007896	0000	41VK201	1,957.00
102743	TC Pending Trade In	PRINTER LEXMARK T622N LASER 20T4450	1007899	0000	41GF990	1,957.00
102762	TC Pending Trade In	DELL ULTRASHARP 1800FP FLAT PANEL MONITOR	1007854	0000	KR07R4773583027A0199	-
103038	TC Pending Trade In	DESKTOP COMPUTER W NETWORK CARD	1006594	0000	2147230	640.00
103593	TC Pending Trade In	PRINTER EPSON STYLUS COLOR 980	1006711	0000	CLQ1032387	243.32
103728	TC Pending Trade In	LATITUDE C810 1.13GHZ DELL	1007117	0000	H9SKX01	2,380.90
103729	TC Pending Trade In	LATITUDE C810 1.13GHZ DELL	1007118	0000	H8SKX01	2,380.90
103730	TC Pending Trade In	LATITUDE C810 1.13GHZ DELL	1007119	0000	H4SKX01	2,380.90
103743	TC Pending Trade In	"15.1"" FLAT PANEL DISPLAY	1007127	0000	6653HW2	-

103744	TC Pending Trade In	BASE UNIT: DELL 1400 GX400/MINITOWER	1007108	0000	DNHDX01	1,216.32
103746	TC Pending Trade In	PRINTER HP LASERJET 4100DTN 25PPM 1200DPI	1007166	0000	USBNF25360	1,985.19
103781	TC Pending Trade In	IBM T560 15IN LCD GRAY	1007451	0000	6642577	-
103791	TC Pending Trade In	BASE UNIT: DELL LATITUDE C840	1007632	0000	9FJ1Q11	2,604.00
103795	TC Pending Trade In	PRINTER HP LASERJET 4100DTN 25PPM	1007648	0000	JPLGC07478	1,974.00
103823	TC Pending Trade In	T560 15IN LCD GRAY	1007700	0000	8666276	-
103830	TC Pending Trade In	PRINTER HP LASERJET 4100DTN 25PPM 1200DPI	1007914	0000	JPLGD32626	1,995.00
104035	TC Pending Trade In	PRINTER DESKJET 950C 11PPM DRAFT BLACK	1007012	0000	MX1101D209	182.00
104320	TC Pending Trade In	HP LASERJET 5000	1034926	0000	USD3020589	-
104693	TC Pending Trade In	PC COMPAQ	1007063	0000	W145JYFZA134	640.00
104696	TC Pending Trade In	PC COMPAQ	1007065	0000	W146JYFZA315	640.00
104697	TC Pending Trade In	PC COMPAQ	1007066	0000	W146JYFZA349	640.00
104701	TC Pending Trade In	PC COMPAQ	1007068	0000	W146JYFZA408	640.00
104702	TC Pending Trade In	*15** MONITOR COMPAQ FLATPANEL	1007069	0000	136BN05AA780	-
105148	TC Pending Trade In	GATEWAY TOWER - INTEL PRENTIUM 4 PROCESSOR 1.6	1007475	0000	27119734	640.00
105149	TC Pending Trade In	*15** MONITOR GATEWAY	1007476	0000	L1C21276542	-
105152	TC Pending Trade In	GATEWAY LAPTOP	1007477	0000	BT302170112	900.00
105153	TC Pending Trade In	GATEWAY LAPTOP	1007478	0000	BT302170103	900.00
105154	TC Pending Trade In	NOTEBOOK COMPUTER GATEWAY TOUCHPAD	1007479	0000	BT302170191	900.00
105334	TC Pending Trade In	PRINTER - OPTRAT T522N TO INCLUDE:	1007284	0000	G003218	1,486.38
106288	TC Pending Trade In	PRINTER OPTRA E322 LASER	1007359	0000	8906KVY	384.00
108882	TC Pending Trade In	*17** FLAT PANEL MONITOR DELL	1007851	0000	MX08G1524760529K6QA	-
109222	TC Pending Trade In	HP LASERJET 4200DTN 35PPM 64MB	1009160	0000	USDLN08076	1,820.00
109708	TC Pending Trade In	LEXMARK E322 PRINTER	1008034	0000	890J75B	488.00
109767	TC Pending Trade In	E322 LASER PRINTER - DELL ONLY MIDNIGHT GRAY	1008995	0000	890MK9D	300.00
109776	TC Pending Trade In	DELL GX260 CPU	1009015	0000	FDRHK21	944.00
109783	TC Pending Trade In	LASER PRINTER LEXMARK T620N	1007894	0000	41TK190	1,348.00
109792	TC Pending Trade In	PRINTER T522N-32MB MEMORY 25 PPM	1007215	0000	G004533	1,100.00
109848	TC Pending Trade In	NOTEBOOK LATITUDE D600 WORKSTATION MODEL WCPORT	1009903	0000	JF5YM31	1,686.00
109866	TC Pending Trade In	PRINTER LEXMARK T622N LASER 20T4450	1007904	0000	41DG228	1,957.00
109867	TC Pending Trade In	PRINTER E323N LASER NETWORK PRINTER LEXMARK	1010327	0000	88036KR	478.00
109879	TC Pending Trade In	PRINTER LEXMARK E323N QUOTE #141856776	1011077	0000	8805BDV	500.98
112139	TC Pending Trade In	PC DELL GX110 DESKTOP #45539381/WIN 95	1006583	0000	G4YR601	940.85
113080	TC Pending Trade In	PC GX150 MINITOWER Q#46260536 W/O TOKEN RING	1007124	0000	CJ6VW01	999.36
113212	TC Pending Trade In	NOTEBOOK DELL LATITUDE PIII #45539631 /	1007234	0000	28R3311	2,281.50
113372	TC Pending Trade In	PC GX150 MINITOWER Q#46260536 W/O TOKEN RING	1007405	0000	2JKGB11	999.60
113567	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1007533	0000	40VHN11	924.80
113568	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1007534	0000	82VHN11	924.80
113778	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1007946	0000	3GW3021	924.80
113787	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1007957	0000	677K021	924.80
113790	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1007958	0000	9C4V021	924.80
113880	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1008825	0000	1DY2521	924.80
113905	TC Pending Trade In	NOTEBOOK LATITUDE C610 WORKSTATION MODEL WCPORT	1008874	0000	15G6921	1,686.40
113922	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1008869	0000	6THF921	924.80
113930	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1008870	0000	DTHF921	924.80
114574	TC Pending Trade In	*MONITOR DELL 15**	1006671	0000	MY08J854466321C38072	-
114847	TC Pending Trade In	*17** MONITOR DELL	1007123	0000	MX07C0514780119BB1JT	-
115266	TC Pending Trade In	*15** MONITOR DELL FLAT PANEL	1039016	0000	CN03K64846632671246	-
115730	TC Pending Trade In	*17** MONITOR DELL	1008881	0000	CN08G157476062A0BK6V	-
116200	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1009402	0000	MX02Y31147605385D1FA	-
116201	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1009403	0000	MX02Y31147605385D1FJ	-
116203	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1009401	0000	MX02Y31147605385D1EG	-
116217	TC Pending Trade In	*17** MONITOR DELL	1009473	0000	CN08G15247606375A7G7	-
116229	TC Pending Trade In	*17** MONITOR DELL	1009778	0000	MY08G15747603373B766	-
116319	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1009848	0000	MX02Y3114760539NA6KG	-
116323	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1009850	0000	MX02Y3114760539NA6KL	-
116334	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1009854	0000	MX02Y3114760539NA71Y	-
116344	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1009853	0000	MX02Y3114760539NA6KT	-
116529	TC Pending Trade In	*17** MONITOR DELL	1010294	0000	CN08G1574760641FFSRN	-
116530	TC Pending Trade In	*17** MONITOR DELL	1010295	0000	CN08G1574760641FFST2	-
116584	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1011155	0000	CN02Y3114760544KD7NF	-
116588	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1011583	0000	CN02Y3114760644HANAH	-
116589	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1011582	0000	CN02Y3114760644HANAM	-
116593	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1011589	0000	CN02Y3114760644DAJF8	-
116634	TC Pending Trade In	*17** MONITOR DELL	1011651	0000	MY08J854466321B1809Q	-
116660	TC Pending Trade In	*17** LCD FLAT MONITOR DELL	1012058	0000	CN02Y31147606489D7VC	-
116689	TC Pending Trade In	*17** LCD PANEL WXP DELL	1012422	0000	MX02Y3114760548A4PPF9	-
116691	TC Pending Trade In	*17** LCD PANEL W2K MONITOR DELL	1012400	0000	MX02Y3114760548A4PPF8	-
116800	TC Pending Trade In	*17** LCD PANEL WXP DELL	1012602	0000	MX0H630447605528APQU	-
116803	TC Pending Trade In	*17** LCD PANEL WXP DELL	1012604	0000	MX0H630447605528ANEP	-
116827	TC Pending Trade In	*17** LCD PANEL WXP DELL	1012636	0000	MX0H63044760552AASN3	-
116828	TC Pending Trade In	*17** LCD PANEL WXP DELL	1012635	0000	MX0H63044760552AASN5	-
116875	TC Pending Trade In	*17** MONITOR DELL	1012888	0000	MX0X37824760553TBXC0	-
116914	TC Pending Trade In	*17** CRT WXP MONITOR DELL	1013010	0000	MY0X378247603548BHFC	-
117157	TC Pending Trade In	PRINTER DELL PERSONAL P1500 QUOTE #141874396	1011116	0000	4PVG41	320.10
119701	TC Pending Trade In	LEXMARK T632N ETHERNET LASER PRINTER	1010206	0000	9911NPF	1,864.00
119702	TC Pending Trade In	LEXMARK T632N ETHERNET LASER PRINTER	1010207	0000	9911NPV	1,864.00
119703	TC Pending Trade In	LEXMARK T632N ETHERNET LASER PRINTER	1010208	0000	9911NMT	1,864.00
119711	TC Pending Trade In	HEWLETT PACKARD DESKJET 5650 PRINTER	1011107	0000	MY43KAP066	129.26
119858	TC Pending Trade In	COMPUTER GATEWAY E-4000 W/COREL SUITE PC	1009107	0000	30230167	560.00
119860	TC Pending Trade In	COMPUTER GATEWAY E-4000 W/COREL SUITE PC	1009109	0000	30230165	560.00
119863	TC Pending Trade In	COMPUTER GATEWAY E-4000 W/COREL SUITE PC	1009110	0000	30230166	560.00
119865	TC Pending Trade In	COMPUTER GATEWAY E-4000 W/COREL SUITE PC	1009111	0000	30230168	560.00
119866	TC Pending Trade In	NOTEBOOK GATEWAY 400 W/MS OFFICE SUITE	1009114	0000	30245062	800.00
119965	TC Pending Trade In	NEC FLAT PANEL MONITOR LCD1880SX	1009035	0000	S3100642CA	-
120010	TC Pending Trade In	DELL OPTIPLEX GX260T	1038979	0000	DR8F921	-
120141	TC Pending Trade In	*17** MONITOR NEC MULTISYNC LCD1760V	1011086	0000	41414457TA	-
120154	TC Pending Trade In	DELL OPIPLEX GX260D	1009036	0000	46XWQ21	1,687.75
120164	TC Pending Trade In	DELL OPIPLEX GX260D	1009040	0000	1GXWQ21	1,687.75
120409	TC Pending Trade In	HP PHOTOSMART 7660 PRINTER	1011973	0000	MY41931234	120.00
120491	TC Pending Trade In	PRINTER COLOR LASERJET 4600N	1009179	0000	JPBGC37459	2,094.00
120524	TC Pending Trade In	PRINTER HP DESKJET 5550 COLOR INKJET	1009818	0000	MY3651S211	94.99
120555	TC Pending Trade In	PRINTER HP 9300 MFG #HPC8136A	1010373	0000	MY37A2330VW	261.00
120726	TC Pending Trade In	PRINTER HP DESKJET 6122 #C8954B#A2L	1009369	0000	MY2AT291CD	172.00

120727	TC Pending Trade In	PRINTER HP DESKJET 6122 #C8954B#A2L	1009370	0000	MY2AT291D0	172.00
120728	TC Pending Trade In	PRINTER HP DESKJET 6122 #C8954B#A2L	1009371	0000	MY2AT291D0	172.00
120729	TC Pending Trade In	PRINTER HP DESKJET 6122 #C8954B#A2L	1009372	0000	MY2AT291D0	172.00
120907	TC Pending Trade In	DELL P1500 PRINTER	1009485	0000	FC9Q621	308.00
120928	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009986	0000	5LJFP31	1,723.00
120929	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009987	0000	587MP31	1,723.00
120932	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009988	0000	767MP31	1,723.00
120935	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009989	0000	F37MP31	1,723.00
120937	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009990	0000	227MP31	1,723.00
120938	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009991	0000	727MP31	1,723.00
120939	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009992	0000	D87MP31	1,723.00
120940	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009993	0000	187MP31	1,723.00
120942	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009995	0000	267MP31	1,723.00
120946	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009996	0000	437MP31	1,723.00
120947	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009997	0000	D47MP31	1,723.00
120952	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1009998	0000	577MP31	1,723.00
120956	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010001	0000	787MP31	1,723.00
120959	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010002	0000	8HJFP31	1,723.00
120960	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010003	0000	GHJFP31	1,723.00
120962	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010004	0000	7NJFP31	1,723.00
121119	TC Pending Trade In	MONITOR DELL ULTRASHARP 1703FP FLATPANEL W/HEIGHT	1009956	0000	MX02Y311476053A9DPNY	-
121218	TC Pending Trade In	MONITOR DELL ULTRASHARP 1703FP FLATPANEL W/HEIGHT	1009957	0000	MX02Y311476053A9DPFD	-
121249	TC Pending Trade In	PRINTER DELL PERSONAL ALL IN ONE A920	1009492	0000	CN0T05264873435K1DCH	135.00
121520	TC Pending Trade In	PRINTER DELL PERSONAL ALL IN ONE PRINTER A920	1010257	0000	DJ78K31	142.22
121640	TC Pending Trade In	DELL A920 COLOR JET PRINTER	1011033	0000	FKH6Y31	96.00
121854	TC Pending Trade In	PRINTER DELL PERSONAL P1500 QUOTE #141874396	1011103	0000	07Y599	308.87
122010	TC Pending Trade In	COMPUTER OPTIPLEX GX270 2.80GHZ	1011027	0000	2FW7R41	1,298.22
122026	TC Pending Trade In	PRINTER DELL W5300	1011617	0000	991TRDX/6Q1LG31	1,338.00
122054	TC Pending Trade In	PRINTER T522	1007207	0000	990CCWD	761.00
122109	TC Pending Trade In	"17" CRT MONITOR SONY	1017326	0000	9271029	-
122156	TC Pending Trade In	"17" LCD FLAT MONITOR DELL	1009858	0000	MX02Y31147605467ADXE	-
122179	TC Pending Trade In	PRINTER LEXMARK T622N LASER 20T4450	1007565	0000	41AHL81	2,642.00
122229	TC Pending Trade In	"MONITOR DELL E173FP 17" FLAT PANEL	1012563	0000	CN0U49314663351E13WS	-
122236	TC Pending Trade In	"DELL E173FP 17" FLAT PANEL MONITOR REF. #320-399	1012614	0000	CN0F50356418051409LQ	-
122278	TC Pending Trade In	"DELL ULTRASHARP 1704FPT FLAT 17" MONITOR(320-395	1014283	0000	CN0Y42997161859JB619	-
122341	TC Pending Trade In	"DELL ULTRA SHARP 1907FP FLAT PANEL 19" MONITOR	1016276	0000	CN0DC323716186BLAAC1	-
123174	TC Pending Trade In	LAPTOP PC FROM SPRING COST SHARE WITH A&M GATEWAY	1011075	0000	33247	900.00
123258	TC Pending Trade In	DELL PRECISION 360	1011831	0000	2Y2DL51	2,342.28
123273	TC Pending Trade In	HP LASERJET 4200DTN 35PPM	1011568	0000	USGNS32007	1,820.00
123343	TC Pending Trade In	PRINTER LASERJET 1150 18PPM ITEM #Q1336A	1010927	0000	CNBB023296	275.00
123413	TC Pending Trade In	PRINTER DELL PERSONAL 1700 QUOTE #164402265	1011992	0000	CN0N43804873048L1VXQ	275.10
123414	TC Pending Trade In	PRINTER DELL PERSONAL 1700 QUOTE #164402265	1011993	0000	CN0N43804873048M1XBP	275.10
124088	TC Pending Trade In	HP PSCF PRINTER 4125	1014276	0000	CN5AV6163	104.19
124093	TC Pending Trade In	"17" LCD FP MONITOR DELL	1014567	0000	641801270XSL	-
124094	TC Pending Trade In	"17" LCD FP MONITOR DELL	1014568	0000	641801270XTL	-
124113	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015752	0000	CN0CC28071618673B728	-
124122	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015948	0000	CN0CC2807161867PAN03	-
124126	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015952	0000	CN0CC2807161867PAMCO	-
124127	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015953	0000	CN0CC2807161867PAN0J	-
124130	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015956	0000	CN0CC2807161867PACF8	-
124133	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015959	0000	CN0CC2807161867PAMF2	-
124137	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015963	0000	CN0CC2807161867PAN09	-
124138	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015964	0000	CN0CC2807161867PAMKT	-
124151	TC Pending Trade In	HP 5610 COLOR INKJET	1016053	0000	CN69MDE35X	156.71
124340	TC Pending Trade In	PRINTER DELL WORKGROUP W5300N QUOTE #179067298	1012293	0000	HX8X051	1,185.00
124439	TC Pending Trade In	PRINTER DELL PERSONAL 4300 QUOTE #1176298802	1012299	0000	G3GB951	275.10
124589	TC Pending Trade In	HP 4650 PRINTER	1030633	0000	NEED	300.00
124740	TC Pending Trade In	PRINTER LEXMARK T632N 2 DRAWER DUPLEX	1014106	0000	992MGCK	1,983.35
124806	TC Pending Trade In	PRINTER DELL PERSONAL 1700 QUOTE #164402265	1012075	0000	71Z2741	275.10
124807	TC Pending Trade In	PRINTER DELL WORKGROUP W5300N QUOTE #141873500	1012074	0000	549X051	1,338.00
124892	TC Pending Trade In	"17" MONITOR DELL	1012867	0000	CN0U49314663353L14WM	-
125044	TC Pending Trade In	GATEWAY E-4100C W/MS OFFICE SUITE COMPUTERS	1012327	0000	34620078	640.00
125047	TC Pending Trade In	GATEWAY E-4100C W/MS OFFICE SUITE COMPUTERS	1012328	0000	34620074	640.00
125049	TC Pending Trade In	GATEWAY M350EB NOTEBOOK W/MSOFFICE SUITE COMPUTERS	1012331	0000	34598050	900.00
125050	TC Pending Trade In	GATEWAY M350EB NOTEBOOK W/MSOFFICE SUITE COMPUTERS	1012332	0000	34598049	900.00
125052	TC Pending Trade In	HP COLOR LASERJET PRINTER (FOR NETWORK) 3700	1012333	0000	CNCCB13533	600.00
125085	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1012504	0000	CN0D5428722015143D3S	-
125087	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1012274	0000	CN0U4931466334AF1H1S	-
125124	TC Pending Trade In	NETWORK LASER PRINTER LEXMARK T632N	1014120	0000	992PMBN	3,054.50
125125	TC Pending Trade In	PRINTER DELL W5300N 2 DRAWER DUPLEX ENVELOP	1014515	0000	H4CPS61	2,060.00
125126	TC Pending Trade In	PRINTER DELL W5300N 2 DRAWER DUPLEX ENVELOP	1014516	0000	75CPS61	2,060.00
125127	TC Pending Trade In	PRINTER DELL W5300N 2 DRAWER DUPLEX ENVELOP	1014517	0000	3SCPS61	2,060.00
125128	TC Pending Trade In	PRINTER DELL W5300N 2 DRAWER DUPLEX ENVELOP	1014518	0000	5SCPS61	2,060.00
125129	TC Pending Trade In	PRINTER DELL W5300N 2 DRAWER DUPLEX ENVELOP	1014519	0000	F3CPS61	2,060.00
125163	TC Pending Trade In	PRINTER LEXMARK E232	1012690	0000	721FB84	192.29
125279	TC Pending Trade In	MONITOR DELL ULTRASHARP 1905FP 19IN FLAT	1013145	0000	CN0T611671618554AB3Z	-
125285	TC Pending Trade In	MONITOR DELL ULTRASHARP 1905FP 19IN FLAT	1013151	0000	CN0T611671618554AB3Y	-
125288	TC Pending Trade In	MONITOR DELL ULTRASHARP 1905FP 19IN FLAT	1013133	0000	CN0T611671618554AB1Q	-
125292	TC Pending Trade In	MONITOR DELL ULTRASHARP 1905FP 19IN FLAT	1013137	0000	CN0T611671618554AB1J	-
125297	TC Pending Trade In	MONITOR DELL ULTRASHARP 1905FP 19IN FLAT	1013141	0000	CN0T611671618554AB1M	-
125538	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015784	0000	CN0CC28071618673B952	-
125543	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015786	0000	CN0CC28071618673BA9M	-
125546	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1015788	0000	CN0CC28071618673BA9P	-
125828	TC Pending Trade In	MONITOR IBM THINKVISION L191P - FLAT	1012905	0000	8861120	-
125829	TC Pending Trade In	MONITOR IBM THINKVISION L191P - FLAT	1012906	0000	8861131	-
125843	TC Pending Trade In	PRECISION WORKSTATION 370 MINITOWER DELL	1013129	0000	9Q47P71	1,622.24
125851	TC Pending Trade In	PRINTER HP LASERJET 4250DTN	1013124	0000	CNXC48908	1,554.00
125852	TC Pending Trade In	PRINTER HP LASERJET 4250DTN	1013125	0000	CNXC48798	1,554.00
125862	TC Pending Trade In	MONITOR DELL	1013734	0000	CN0448094663355V19VU	-
125863	TC Pending Trade In	MONITOR DELL	1013735	0000	CN0448094663355V1AKU	-
125866	TC Pending Trade In	ALTRONIX FOUR CAMERA	1011106	0000	#	7,205.00
125871	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015129	0000	FF3S7B1	1,889.32
125873	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015131	0000	HF3S7B1	1,889.32
125874	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015132	0000	JF3S7B1	1,889.32

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125875	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015133	0000	9WMR7B1	1,889.32
125877	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015135	0000	9WMR7B1	1,889.32
125878	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015136	0000	5XMR7B1	1,889.32
125880	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015138	0000	6WMR7B1	1,889.32
125881	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015139	0000	FWMR7B1	1,889.32
125882	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015140	0000	DWMR7B1	1,889.32
125883	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015141	0000	JVMR7B1	1,889.32
125884	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015142	0000	HVMR7B1	1,889.32
125885	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015143	0000	7XMR7B1	1,889.32
125886	TC Pending Trade In	COMPUTER DELL PRECISION 380 CONVERTIBLE	1015144	0000	BWMR7B1	1,889.32
125894	TC Pending Trade In	CANON FAX LASER CLASS 710	1015362	0000	KAG51470	1,950.00
125901	TC Pending Trade In	DELL LASER PRINTER 1710N	1015837	0000	D95VW91	315.81
125903	TC Pending Trade In	DELL LASER PRINTER 1710N	1015839	0000	395VW91	315.81
125907	TC Pending Trade In	PRINTER DELL 5110CN COLO5YR WNTY QUOTE 310300640	1015697	0000	CN0XC5287197166JA016	1,112.50
125934	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018070	0000	GWH06D1	1,329.60
125938	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018072	0000	2VHD6D1	1,329.60
125939	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018073	0000	DVHD6D1	1,329.60
125940	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018074	0000	JVHD6D1	1,329.60
125941	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018075	0000	7TQK6D1	1,329.60
125943	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018077	0000	6TQK6D1	1,329.60
125944	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018078	0000	3VHD6D1	1,329.60
125946	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018080	0000	5HWD6D1	1,329.60
125947	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018081	0000	2HWD6D1	1,329.60
125948	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018082	0000	GVHD6D1	1,329.60
125949	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018083	0000	5VHD6D1	1,329.60
125950	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018084	0000	1VHD6D1	1,329.60
125952	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018086	0000	8VHD6D1	1,329.60
125953	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018087	0000	FVHD6D1	1,329.60
125954	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018088	0000	9VHD6D1	1,329.60
125955	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018089	0000	CWHD6D1	1,329.60
126091	TC Pending Trade In	LAPTOP PANASONIC CF 29 TOUGHBOOK PENTIUM M	1013649	0000	5HKSA48652	4,090.00
126094	TC Pending Trade In	LAPTOP PANASONIC CF 29 TOUGHBOOK PENTIUM M	1013650	0000	5HKSA48663	4,090.00
126097	TC Pending Trade In	LAPTOP PANASONIC CF 29 TOUGHBOOK PENTIUM M	1013651	0000	5HKSA48644	4,090.00
126098	TC Pending Trade In	LAPTOP PANASONIC CF 29 TOUGHBOOK PENTIUM M	1013652	0000	5HKSA48643	4,090.00
126110	TC Pending Trade In	PRINTER/SCANNER HP	1013981	0000	MY555G12XN	135.00
126348	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1012953	0000	CN0U49314663353M2TUL	-
126350	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1012951	0000	CN0U49314663353M2VUL	-
126515	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1013405	0000	CN0C06464663354L502L	-
126601	TC Pending Trade In	PRINTER HP LASERJET 905N 55PPM 600DPI 13X19	1013586	0000	JPCL54C04Z	3,003.00
126605	TC Pending Trade In	PRINTER LEXMARK E332N QUOTE #181096646	1013684	0000	7229KF9	551.24
126611	TC Pending Trade In	PRINTER DELL WORKGROUP W5300N QUOTE #179070846	1013766	0000	F0YNS61	1,821.30
126613	TC Pending Trade In	PRINTER HP LASERJET 905N 55PPM 600DPI 13X19	1013585	0000	JPCL56V010	3,003.00
126636	TC Pending Trade In	LATITUDE D410 PENTIUM M 760 (2.00GHZ) 12.1 XGA	1014341	0000	72C0D91	1,642.72
126638	TC Pending Trade In	PRINTER DELL PHOTO ALL IN ONE 964	1014325	0000	DYW0C61	217.83
126660	TC Pending Trade In	PRINTER DELL W5300N STD 5YR WTY QUOTE #271032068	1014740	0000	GM27T81	1,424.00
126815	TC Pending Trade In	PRINTER DELL LASER 1710N (222-0394)	1016022	0000	72CBBN2	332.55
126865	TC Pending Trade In	HP OFFICE JET 6310 COLOR ALL-IN-ONE PRINTER	1017308	0000	CN6CECG13S	221.40
127023	TC Pending Trade In	HP LASERJET 5	1039187	0000	USKB127550	-
127039	TC Pending Trade In	"MONITOR DELL 17" FLAT PANEL	1013887	0000	CN0J66427161858CAE5F	-
127041	TC Pending Trade In	"MONITOR DELL 17" FLAT PANEL	1013886	0000	CN0J66427161858CAE3M	-
127045	TC Pending Trade In	PRINTER LEXMARK 632N	1013934	0000	992PLLH	1,983.35
127249	TC Pending Trade In	PRINTER 924 DELL PHOTO A10 (221-5761)	1013841	0000	C784B61	94.22
127259	TC Pending Trade In	PRINTER 924 DELL PHOTO A10 (221-5761)	1013847	0000	ZXW5B61	94.22
127262	TC Pending Trade In	PRINTER 924 DELL PHOTO A10 (221-5761)	1013849	0000	BK84B61	94.22
127303	TC Pending Trade In	"MONITOR DELL 21" FLAT PANEL	1013767	0000	CN0C06464663357Q03YL	-
127305	TC Pending Trade In	DELL ULTRA SHARP 2001FP FLAT PANEL W/HEIGHT	1013786	0000	CN0C06464663357R0CPL	-
127366	TC Pending Trade In	PRINTER LEXMARK T642N QUOTE #141820934	1013647	0000	7900DWY	1,551.00
127391	TC Pending Trade In	HP LASER JET 1020 PRINTER #997-000	1013836	0000	CNBK947037	179.99
127567	TC Pending Trade In	PRINTER DELL W5300N 2 DRAWER DUPLEX ENVELOP	1014133	0000	992TVFK/3J4P561	2,060.00
127572	TC Pending Trade In	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	1014202	0000	992P9VZ/6PNN561	1,396.65
127645	TC Pending Trade In	"MONITOR DELL ULTRASHARP 1704FP 17" FLAT PANEL L	1013808	0000	CN0Y42997161858KAAXF	-
127655	TC Pending Trade In	"MONITOR DELL ULTRASHARP 1704FP 17" FLAT PANEL L	1013812	0000	CN0Y42997161858KAAXM	-
127776	TC Pending Trade In	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	1014248	0000	992PPRJ/JHONS61	1,351.97
127883	TC Pending Trade In	"MONITOR 20" LCD FLAT PANEL #354288439	1017065	0000	MX0C95364663373N1MTS	-
128102	TC Pending Trade In	PRINTER HP 2200	1039221	0000	JPGGR33488	-
128179	TC Pending Trade In	PRINTER DELL W5300N STD 5YR WTY QUOTE #271032068	1014298	0000	53CPS61	1,424.00
128181	TC Pending Trade In	PRINTER DELL W5300N STD 5YR WTY QUOTE #271032068	1014300	0000	4X9PS61	1,424.00
128268	TC Pending Trade In	LAPTOP HP NX6325	1016821	0000	CNU64205SP	1,200.00
128270	TC Pending Trade In	PRINTER HP 460CB	1016828	0000	MY6884Z1MW	257.00
128271	TC Pending Trade In	LAPTOP HP NX6325	1016822	0000	CNU642060F	1,200.00
128273	TC Pending Trade In	LAPTOP HP NX6325	1016823	0000	CNU642061M	1,200.00
128279	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1017131	0000	CN0CC280716186CJAJF6	-
128280	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1017132	0000	CN0CC280716186CJAJHS	-
128281	TC Pending Trade In	"MONITOR 17" LCD FLAT PANEL DELL	1017133	0000	CN0CC280716186CJABTV	-
128582	TC Pending Trade In	PRINTER PICTOGRAPHY 3500 FUJIFILM	1017353	0000	8000U4094	500.00
128586	TC Pending Trade In	HP OFFICEJET 5610	1017186	0000	CN6BRDG89T	156.71
128599	TC Pending Trade In	COMPUTER XPS M1710	1017735	0000	DGNLD3D1	2,571.96
128642	TC Pending Trade In	"17" STD CRT MONITOR DELL	1017018	0000	CN0J92356418073B31SF	-
128645	TC Pending Trade In	"17" STD CRT MONITOR DELL	1017019	0000	CN0J92356418073B31SC	-
128646	TC Pending Trade In	"17" STD CRT MONITOR DELL	1017020	0000	CN0J92356418073B31SB	-
128659	TC Pending Trade In	SECURITY ACCESS SYSTEM MONITOR PELCO 319	1017707	0000	563390781	-
128660	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1017938	0000	CN0KU7897161875PGHZZ	-
128661	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1017939	0000	CN0KU7897161875PGHSS	-
128833	TC Pending Trade In	LAPTOP - PANASONIC CF18KHMMDBM	1015237	0000	6GKYA22886	3,630.75
128834	TC Pending Trade In	LAPTOP - PANASONIC CF18KHMMDBM	1015238	0000	6GKYA23009	3,630.75
128835	TC Pending Trade In	LAPTOP - PANASONIC CF18KHMMDBM	1015239	0000	6GKYA22114	3,630.75
128865	TC Pending Trade In	PRINTER/HP DESKJET/6940/INKJET	1016963	0000	MY6C49R211	116.00
128903	TC Pending Trade In	LAPTOPS PANASONIC TOUGHBOOK 30-CORE	1018306	0000	7EKSAA33600	3,391.49
128904	TC Pending Trade In	LAPTOPS PANASONIC TOUGHBOOK 30-CORE	1018307	0000	7EKSAA33718	3,391.49
129291	TC Pending Trade In	"17" LCD WXP MONITOR DELL	1012849	0000	MY0H63044760356GA5Q5	-
129341	TC Pending Trade In	HP COMPAQ TABLET PC TO 4400 - CORE DUO T7200 2GHZ	1019323	0000	CND74009Y6	2,210.75
129356	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019384	0000	7GKYA53482	4,140.82
129357	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019385	0000	7GKYA53471	4,140.82
129358	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019386	0000	7GKYA53504	4,140.82

129364	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019388	0000	7GKYA53316	4,140.82
129365	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019389	0000	7GKYA53405	4,140.82
129366	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019390	0000	7GKYA53296	4,140.82
129367	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019391	0000	7GKYA53476	4,140.82
129368	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019392	0000	7GKYA54190	4,140.82
129369	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019393	0000	7GKYA51334	4,140.82
129374	TC Pending Trade In	"20" LCD MONITOR DELL	1017316	0000	MX0C95364563474N22UL	-
129375	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017309	0000	60HXWC1	1,868.00
129376	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017311	0000	F0HXWC1	1,868.00
129377	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017313	0000	324XWC1	1,868.00
129378	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017315	0000	C0HXWC1	1,868.00
129379	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017317	0000	H0HXWC1	1,868.00
129380	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017319	0000	124XWC1	1,868.00
129385	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017625	0000	7H5DXC1	1,868.00
129386	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017627	0000	DH5DXC1	1,868.00
129387	TC Pending Trade In	PRECISION WORKSTATION DELL 690	1016891	0000	BH5DXC1	1,868.00
129388	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017621	0000	2H5DXC1	1,868.00
129389	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017628	0000	JH5DXC1	1,868.00
129390	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017623	0000	CH5DXC1	1,868.00
129413	TC Pending Trade In	"17" LCD FLAT MONITOR DELL	1009404	0000	CN0CC352641806C13PTL	-
129429	TC Pending Trade In	"20" FLAT PANEL MONITOR DELL	1017965	0000	MX0C95364663476K297S	-
129455	TC Pending Trade In	"17" FLAT PANEL MONITOR DELL	1016537	0000	CN0CC280716186CLAC9Y	-
129476	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017268	0000	7G1QVC1	1,868.00
129477	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017270	0000	8G1QVC1	1,868.00
129478	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017272	0000	5G1QVC1	1,868.00
129479	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017274	0000	9G1QVC1	1,868.00
129480	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017619	0000	6G1QVC1	1,868.00
129481	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017264	0000	4G1QVC1	1,868.00
129489	TC Pending Trade In	PRECISION WORKSTATION 690 DELL	1017266	0000	28HCPC1	1,868.00
130158	TC Pending Trade In	PRINTER DELL LASER 1710N	1014805	0000	5G7B191	316.50
130189	TC Pending Trade In	HP PRINTER DESKJET 6540	1015081	0000	MY6205Q0G0	128.30
130202	TC Pending Trade In	PC OPTIPLEX GX620 DESKTOP PENTIUM 4	1014804	0000	74RFX91	891.92
130208	TC Pending Trade In	MONITOR DELL ULTRASHAPR 2005FPW 20.1 INCH WIDE	1014829	0000	MX0HF7304663464J1YML	-
130347	TC Pending Trade In	PRINTER CANON 6310D PIXMA INKJET COLOR LABEL	1015761	0000	AAGP36768	89.69
130429	TC Pending Trade In	HP DESKJET MODEL 6940	1015691	0000	MY67H8R0MQ	123.49
130735	TC Pending Trade In	PRINTER DELL 1710 PERSONAL USB 5YR	1015606	0000	8V0WW91	286.85
130944	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015035	0000	6EKSAA35130	4,695.43
130945	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015036	0000	6EKSAA35287	4,695.43
130947	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015037	0000	6EKSAA35127	4,695.43
130949	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015038	0000	6EKSAA35113	4,695.43
130950	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015039	0000	6EKSAA35391	4,695.43
130951	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015040	0000	6EKSAA35429	4,695.43
130952	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015041	0000	6EKSAA35051	4,695.43
130953	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015042	0000	6EKSAA38683	4,695.43
130954	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015043	0000	6EKSAA35142	4,695.43
130955	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015044	0000	6EKSAA35260	4,695.43
130956	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015045	0000	6EKSAA35433	4,695.43
130957	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015046	0000	6EKSAA35415	4,695.43
130958	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015047	0000	6EKSAA35213	4,695.43
130959	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015048	0000	6EKSAA35202	4,695.43
130960	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015049	0000	6EKSAA35129	4,695.43
130961	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015050	0000	6EKSAA35195	4,695.43
130962	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015051	0000	6EKSAA35132	4,695.43
130964	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015052	0000	6EKSAA35368	4,695.43
130966	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015053	0000	6EKSAA35200	4,695.43
130967	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015054	0000	6EKSAA35286	4,695.43
130968	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015055	0000	6EKSAA35420	4,695.43
130970	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015056	0000	6EKSAA35179	4,695.43
130971	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015057	0000	6EKSAA35245	4,695.43
130972	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015058	0000	6EKSAA35190	4,695.43
130973	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015059	0000	6EKSAA35371	4,695.43
130974	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015060	0000	6EKSAA35381	4,695.43
130975	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015061	0000	6EKSAA35109	4,695.43
130977	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015062	0000	6EKSAA35061	4,695.43
130978	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015063	0000	6EKSAA35367	4,695.43
130979	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015064	0000	6EKSAA35151	4,695.43
130980	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015065	0000	6EKSAA35246	4,695.43
130981	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015066	0000	6EKSAA35050	4,695.43
130982	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015067	0000	6EKSAA35201	4,695.43
130983	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015068	0000	6EKSAA35289	4,695.43
130984	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015069	0000	6EKSAA35175	4,695.43
130985	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015070	0000	6EKSAA35052	4,695.43
130986	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015071	0000	6EKSAA35057	4,695.43
130987	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015072	0000	6EKSAA35218	4,695.43
130988	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015073	0000	6EKSAA35021	4,695.43
130989	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015074	0000	6EKSAA35239	4,695.43
130990	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015075	0000	6EKSAA35084	4,695.43
130992	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015076	0000	6EKSAA35079	4,695.43
130993	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015077	0000	6EKSAA35236	4,695.43
130994	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015078	0000	6EKSAA35128	4,695.43
130995	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015079	0000	6EKSAA35372	4,695.43
130996	TC Pending Trade In	TOUGHBOOK PANASONIC 29 UPGRADE 3 YR STANDARD	1015080	0000	6EKSAA38604	4,695.43
131197	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016162	0000	6KKSAA87857R	4,449.71
131198	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016163	0000	6KKSAA87824R	4,449.71
131199	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016164	0000	6KKSAA88203R	4,449.71
131200	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016165	0000	6KKSAA88108R	4,449.71
131201	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016166	0000	6KKSAA88083R	4,449.71
131202	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016167	0000	6KKSAA87961R	4,449.71
131203	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016168	0000	6KKSAA88050R	4,449.71
131204	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016169	0000	6KKSAA87918R	4,449.71
131205	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016170	0000	6KKSAA88024R	4,449.71
131206	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016171	0000	6KKSAA87968R	4,449.71
131207	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016172	0000	6KKSAA87826R	4,449.71
131208	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016173	0000	6KKSAA87862R	4,449.71

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131210	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016175	0000	6KKSAB88104R	4,449.71
131211	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016176	0000	6KKSAB87864R	4,449.71
131212	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016177	0000	6KKSAB87969R	4,449.71
131213	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016178	0000	6KKSAB88079R	4,449.71
131214	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016179	0000	6KKSAB87836R	4,449.71
131215	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016180	0000	6KKSAB87683R	4,449.71
131216	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016185	0000	6KKSAB88072R	4,449.71
131217	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016186	0000	6KKSAB87812R	4,449.71
131218	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016187	0000	6KKSAB88084R	4,449.71
131219	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016188	0000	6KKSAB87870R	4,449.71
131220	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016189	0000	6KKSAB87671R	4,449.71
131221	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016190	0000	6KKSAB88059R	4,449.71
131222	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016191	0000	6KKSAB87807R	4,449.71
131223	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016192	0000	6KKSAB87821R	4,449.71
131224	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016193	0000	6KKSAB87855R	4,449.71
131226	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016194	0000	6KKSAB87973R	4,449.71
131228	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016196	0000	6KKSAB87937R	4,449.71
131229	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016197	0000	6KKSAB88164R	4,449.71
131230	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016184	0000	6KKSAB87863R	4,449.71
131231	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016202	0000	6KKSAB87941R	4,449.71
131232	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016203	0000	6KKSAB87923R	4,449.71
131233	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016204	0000	6KKSAB88016R	4,449.71
131234	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016205	0000	6KKSAB88198R	4,449.71
131235	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016206	0000	6KKSAB87954R	4,449.71
131236	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016207	0000	6KKSAB87943R	4,449.71
131237	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016198	0000	6KKSAB87883R	4,449.71
131238	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016208	0000	6KKSAB87837R	4,449.71
131239	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016199	0000	6KKSAB87839R	4,449.71
131240	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016200	0000	6KKSAB87972R	4,449.71
131241	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016209	0000	6KKSAB88012R	4,449.71
131242	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016201	0000	6KKSAB87939R	4,449.71
131243	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016210	0000	6KKSAB88025R	4,449.71
131244	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016181	0000	6KKSAB88163R	4,449.71
131245	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016182	0000	6KKSAB88058R	4,449.71
131246	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK CF29 RUBBER	1016183	0000	6KKSAB88075R	4,449.71
131541	TC Pending Trade In	PRINTER DELL 1720 5YR WNTY QUOTE #388054590	1020780	0000	6221C23	286.85
132016	TC Pending Trade In	COMPUTER GX260 DEKSTOP	1008879	0000	B1LM921	924.80
132242	TC Pending Trade In	COMPUTER GX260T DESKTOP	1009052	0000	2MYDM21	924.80
132264	TC Pending Trade In	COMPUTER GX260T DESKTOP	1009066	0000	CPL2N21	924.80
132269	TC Pending Trade In	COMPUTER GX260T DESKTOP DELL	1009062	0000	3PK0N21	924.80
132349	TC Pending Trade In	COMPUTER GX260T DESKTOP	1009073	0000	GMNDP21	924.80
132351	TC Pending Trade In	COMPUTER GX260T DESKTOP	1009074	0000	9MNDP21	924.80
132444	TC Pending Trade In	DELL GX260T P4/2.0/512/40G	1009432	0000	CG5MW21	1,000.00
132446	TC Pending Trade In	DELL GX260T P4/2.0/512/40G	1009431	0000	JG5MW21	1,000.00
132620	TC Pending Trade In	COMPUTER GX270T DESKTOP	1009175	0000	BX3L531	924.80
132708	TC Pending Trade In	COMPUTER GX270T DESKTOP	1009776	0000	BFH2H31	924.80
132727	TC Pending Trade In	DELL OPTIPLEX GX270D	1009796	0000	65ZHJ31	1,319.00
132808	TC Pending Trade In	COMPUTER GX270T DESKTOP	1009971	0000	FJ75P31	924.80
132828	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010063	0000	GFDNS31	924.80
132838	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010085	0000	1FLNT31	1,803.00
132839	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010086	0000	9FMNT31	1,803.00
132840	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010087	0000	JBMNT31	1,803.00
132841	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010088	0000	1MMNT31	1,803.00
132843	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010090	0000	GCMNT31	1,803.00
132844	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010091	0000	DZLNT31	1,803.00
132845	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010092	0000	8GMNT31	1,803.00
132846	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010093	0000	6KMNT31	1,803.00
132847	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010094	0000	1JLNT31	1,803.00
132848	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010095	0000	79MNT31	1,803.00
132849	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010096	0000	58MNT31	1,803.00
132851	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	1010097	0000	J7LNT31	1,803.00
132860	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010114	0000	D11PV31	924.80
132867	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010120	0000	B11PV31	924.80
132869	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010122	0000	H91PV31	924.80
132904	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010154	0000	FXX7041	924.80
132919	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010193	0000	B6KK341	924.80
132921	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010190	0000	44KK341	924.80
132926	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010194	0000	H7KK341	924.80
132930	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010199	0000	JCKK341	924.80
132941	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010191	0000	F4KK341	924.80
132958	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010196	0000	69KK341	924.80
132966	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010200	0000	2W8L341	924.80
133008	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010364	0000	6N2ZG41	910.54
133016	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011024	0000	8JBCQ41	1,723.45
133085	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011661	0000	D1RP451	1,720.47
133087	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011663	0000	6KQP451	1,720.47
133088	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011665	0000	C2RP451	1,720.47
133089	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011662	0000	DYQP451	1,720.47
133091	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011664	0000	44RP451	1,720.47
133093	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011571	0000	4DLY451	1,724.10
133094	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011572	0000	FCLY451	1,724.10
133126	TC Pending Trade In	COMPUTER GX270T DESKTOP	1011787	0000	F4KH851	998.48
133157	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1011846	0000	45QC151	1,724.10
133173	TC Pending Trade In	COMPUTER GX270T DESKTOP	1012357	0000	58JYL51	998.48
133181	TC Pending Trade In	NOTEBOOK LATITUDE D600 WORKSTATION MODEL	1012026	0000	8C82P51	1,799.28
133198	TC Pending Trade In	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	1012135	0000	B61JR51	1,724.10
133217	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012277	0000	SKSW261	733.68
133232	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012340	0000	8B9W561	1,724.10
133233	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012343	0000	HY8W561	1,724.10
133236	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012345	0000	2J9W561	1,724.10
133240	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012341	0000	9TJH661	1,724.10
133242	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012334	0000	7RJH661	1,724.10
133243	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012337	0000	1PJH661	1,724.10
133245	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012344	0000	92KH661	1,724.10

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133246	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012346	0000	JKJH661	1,724.10
133248	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012342	0000	BLJH661	1,724.10
133249	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012348	0000	1MJH661	1,724.10
133250	TC Pending Trade In	NOTEBOOK LATITUDE D600 WXP #182182909	1012335	0000	41KH661	1,724.10
133291	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012464	0000	71GHP61	733.68
133315	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012466	0000	H1GHP61	733.68
133346	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012469	0000	8WSHP61	733.68
133375	TC Pending Trade In	COMPUTER GX280 DESKTOP DELL	1012541	0000	6LZFT61	733.68
133395	TC Pending Trade In	COMPUTERS OPTIPLEX GX280 DELL	1012756	0000	2LZTW61	1,255.68
133438	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012735	0000	84XM571	733.68
133454	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012841	0000	45F9971	998.48
133458	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012846	0000	CHF9971	998.48
133472	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012913	0000	C6ZB971	733.68
133480	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012884	0000	J2CB971	733.68
133482	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012885	0000	3JCB971	733.68
133484	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012890	0000	2ZCB971	733.68
133487	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012891	0000	HYCB971	733.68
133491	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012893	0000	DYCB971	733.68
133497	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1012930	0000	3N8B971	1,724.10
133498	TC Pending Trade In	NOTEBOOK LATITUDE D610 WORKSTATION WXP	1012866	0000	2JB971	2,024.19
133501	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1012871	0000	C98B971	1,724.10
133505	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1012932	0000	8N8B971	1,724.10
133506	TC Pending Trade In	NOTEBOOK LATITUDE D610 WORKSTATION WXP	1012896	0000	BB8B971	2,024.19
133512	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012943	0000	BLJ4C71	733.68
133514	TC Pending Trade In	COMPUTER GX280 DESKTOP	1012945	0000	7LJ4C71	733.68
133525	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1012975	0000	J394J71	1,724.10
133532	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1013025	0000	J748L71	1,724.10
133534	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1013026	0000	C948L71	1,724.10
133536	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1013021	0000	H848L71	1,724.10
133537	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP	1013022	0000	8848L71	1,724.10
133556	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013016	0000	8VZHL71	733.68
133564	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013017	0000	DXZHL71	733.68
133568	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013018	0000	NEED	733.68
133572	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013014	0000	1Y2HL71	733.68
133579	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013019	0000	GZZHL71	733.68
133598	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013020	0000	BD1JL71	733.68
133608	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013032	0000	HPMRL71	733.68
133620	TC Pending Trade In	DESKTOP OPTIPLEX GX280 SMALL MINITOWER PENTINUM4	1013007	0000	GBBSL71	791.64
133622	TC Pending Trade In	DESKTOP OPTIPLEX GX280 SMALL MINITOWER PENTINUM4	1013008	0000	GBBSL71	791.64
133632	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013227	0000	BB48M71	998.48
133641	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013230	0000	2D48M71	998.48
133644	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013232	0000	4G48M71	998.48
133649	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013234	0000	5D48M71	998.48
133650	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013235	0000	5F48M71	998.48
133657	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013239	0000	9F48M71	998.48
133659	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013240	0000	7D48M71	998.48
133662	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013241	0000	7G48M71	998.48
133665	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013242	0000	DC48M71	998.48
133669	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013243	0000	9G48M71	998.48
133675	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013244	0000	GC48M71	998.48
133684	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013245	0000	J448M71	998.48
133691	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013044	0000	CG48M71	998.48
133698	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013246	0000	JD48M71	998.48
133707	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013114	0000	6YW8M71	998.48
133714	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013248	0000	25W8M71	998.48
133715	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013249	0000	48W8M71	998.48
133716	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013250	0000	36W8M71	998.48
133718	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013251	0000	C7W8M71	998.48
133721	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013253	0000	78W8M71	998.48
133731	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013118	0000	1XW8M71	998.48
133732	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013119	0000	BXW8M71	998.48
133743	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013122	0000	HWW8M71	998.48
133756	TC Pending Trade In	COMPUTER GX280 DESKTOP DELL	1013086	0000	6G3BM71	733.68
133765	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013038	0000	GJ3BM71	733.68
133774	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013040	0000	4J3BM71	733.68
133781	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013039	0000	HJ3BM71	733.68
133783	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013074	0000	JS1BM71	733.68
133785	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013075	0000	GZ1BM71	733.68
137308	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019394	0000	7GKYA53545	4,140.82
137309	TC Pending Trade In	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	1019395	0000	7GKYA53374	4,140.82
137355	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK 30-CORE	1020435	0000	LKSB92837	4,132.60
137356	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK 30-CORE	1020436	0000	KKSB93347	4,132.60
137358	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK 30-CORE	1020438	0000	LKSB92839	4,132.60
137359	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK 30-CORE	1020439	0000	KKSB93343	4,132.60
137360	TC Pending Trade In	LAPTOP PANASONIC TOUGHBOOK 30-CORE	1020440	0000	KKSB93336	4,132.60
137381	TC Pending Trade In	DELL POWEREDGE 2900 SERVER	1022834	0000	JDWPQH1	3,499.00
137390	TC Pending Trade In	PRINTER DELL 1720(OLD) WNTY QUOTE #423949154	1023382	0000	62344VL	286.85
137749	TC Pending Trade In	COMPUTER DELL PRECISION 390 CONVERTIBLE	1018090	0000	FVHD6D1	1,329.60
137990	TC Pending Trade In	FAX MACHINE CANON LC710	1020916	0000	#	1,159.00
138088	TC Pending Trade In	LAPTOP LATITUDE D820 PER QUOTE 314520785	1015799	0000	6WYBSG1	2,403.53
138091	TC Pending Trade In	COMPUTER LATITUDE D630 INTEL CORE 2 DUO T7300	1020769	0000	4RPGJF1	1,788.39
138092	TC Pending Trade In	COMPUTER LATITUDE D630 INTEL CORE 2 DUO T7300	1020770	0000	7QPGJF1	1,788.39
138093	TC Pending Trade In	COMPUTER LATITUDE D630 INTEL CORE 2 DUO T7300	1020771	0000	GQPGJF1	1,788.39
138153	TC Pending Trade In	HP OFFICEJET PRO L7780	1021265	0000	MY7CJ7312J	504.00
138326	TC Pending Trade In	MONITOR 1708 FP ULTASHARQUOTE #:423949604	1023245	0000	CN0G302HT7426188C06VU	-
138416	TC Pending Trade In	MONITOR DELL 20INCH LCD FLAT PANEL #423949708	1023456	0000	MX0G324HT742628A629YL	-
138572	TC Pending Trade In	HP OFFICE JET PRO K5400 COLOR INKJET PRINTER	1023558	0000	SG86P6101G	145.49
139922	TC Pending Trade In	HP OFFICEJET PRO 8000	1026426	0000	MY98D2428B	142.49
140221	TC Pending Trade In	MONITOR DELL 20INCH LCD FLAT PANEL #423949708	1022896	0000	MX00324HT742628882KTL	-
140472	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1014481	0000	CN0KU7897161875SBJF0	-
140740	TC Pending Trade In	LAPTOP GATEWAY E-475M	1021105	0000	40544790	775.00
141074	TC Pending Trade In	PRINTER RICOH GEL GX3050N PRINTER	1023921	0000	R1788701317	220.32
141117	TC Pending Trade In	"17"" LCD WXP MONITOR DELL	1013580	0000	MX0N60994760556FABYU	-
141248	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1014351	0000	CN0J6642716185CHAG5M	-

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141249	TC Pending Trade In	"17"" LCD FLAT MONITOR DELL	1009856	0000	MX02Y3114760539NA728	-
141326	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010192	0000	55K341	924.80
141327	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010330	0000	7KL9641	1,128.80
141748	TC Pending Trade In	"PANASONIC TB 30 SL9300 - 13.3"" TOUCH XGA-C	1025643	0000	9GKYA71715	4,324.05
141749	TC Pending Trade In	"PANASONIC TB 30 SL9300 - 13.3"" TOUCH XGA-C	1025644	0000	9GKYA68484	4,324.05
141750	TC Pending Trade In	"PANASONIC TB 30 SL9300 - 13.3"" TOUCH XGA-C	1025645	0000	9GKYA69662	4,324.05
141751	TC Pending Trade In	"PANASONIC TB 30 SL9300 - 13.3"" TOUCH XGA-C	1025646	0000	9GKYA70502	4,324.05
141789	TC Pending Trade In	DELL 1720 PRINTER	1034563	0000	59RZ7D1	286.00
141792	TC Pending Trade In	MONITOR DELL 20INCH LCD FLAT PANEL #496511690	1026235	0000	MX0G324H742629932RLL	-
143106	TC Pending Trade In	COMPUTER GX270T DESKTOP	1010198	0000	3CCK341	924.80
143525	TC Pending Trade In	DELL POWEREDGE SERVER	1039892	0000	H9C0XG1	-
143526	TC Pending Trade In	DELL POWEREDGE SERVER	1039893	0000	38LW3H1	-
144364	TC Pending Trade In	PRINTER DELL 1720DN 5YR WNTY QUOTE: 388055355	1021268	0000	622VYDC/70R78D1	374.85
146024	TC Pending Trade In	DELL DIMENSION 2400 CPU	1039697	0000	9SDBH41	-
147013	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013278	0000	FN90T71	998.48
147016	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013279	0000	9P90T71	998.48
147022	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013277	0000	6P90T71	998.48
147023	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013273	0000	7P90T71	998.48
147025	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013281	0000	94N0T71	733.68
147051	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013388	0000	8Z9MT71	733.68
147053	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013390	0000	61BMT71	733.68
147065	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013387	0000	6Z9MT71	733.68
147085	TC Pending Trade In	LATITUDE D610 PENTIUM M 750 (1.86GHZ)14.1 XGA	1013370	0000	62QR771	2,217.62
147094	TC Pending Trade In	OPTIPLEX GX280 SMALL MINTOWER PENTIUM 4 520/DELL	1013415	0000	C5S2V71	1,098.35
147099	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013384	0000	198Z771	733.68
147100	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013493	0000	D0P7Z71	1,799.28
147114	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013491	0000	C2Q8Z71	1,799.28
147115	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013497	0000	1KP8Z71	1,799.28
147116	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013498	0000	HRP8Z71	1,799.28
147119	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013490	0000	10Q8Z71	1,799.28
147120	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013492	0000	1BQ8Z71	1,799.28
147127	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013489	0000	91Q8Z71	1,799.28
147131	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013487	0000	HRQ8Z71	1,799.28
147132	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013449	0000	FCQ8Z71	1,799.28
147143	TC Pending Trade In	NOTEBOOK LATITUDE D610 WRK WXP #227990410	1013501	0000	CJYH771	1,799.28
147204	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013605	0000	FQVY881	998.48
147205	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013588	0000	56YF981	998.48
147208	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013648	0000	6XFXC81	733.68
147217	TC Pending Trade In	COMPUTER OPTIPLEX GX620 MINITOWER PENTIUM 4	1013723	0000	8JMPJ81	943.66
147226	TC Pending Trade In	COMPUTER GX280 DESKTOP DELL	1013872	0000	C7PXJ81	998.48
147229	TC Pending Trade In	COMPUTER GX620 DESKTOP DELL	1013797	0000	FBPXJ81	998.48
147231	TC Pending Trade In	COMPUTER DELL GX620	1013749	0000	J3HJZ81	1,081.33
147232	TC Pending Trade In	COMPUTER DELL GX620	1013750	0000	DSHZJ81	1,081.33
147233	TC Pending Trade In	COMPUTER DELL GX620	1013751	0000	64HZJ81	1,081.33
147234	TC Pending Trade In	COMPUTER DELL GX620	1013752	0000	F5HZJ81	1,081.33
147235	TC Pending Trade In	COMPUTER DELL GX620	1013753	0000	B4HZJ81	1,081.33
147253	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP #226964904	1013804	0000	25NSK81	1,724.10
147256	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP #226964904	1013878	0000	7YJHK81	1,724.10
147259	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE WXP #226964904	1013876	0000	4YJHK81	1,724.10
147260	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013826	0000	93YJK81	998.48
147263	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013825	0000	83YJK81	998.48
147268	TC Pending Trade In	COMPUTER OPTIPLEX GX620 PENTIUM 4	1013859	0000	F1ZYK81	806.27
147272	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013902	0000	GH35L81	733.68
147278	TC Pending Trade In	COMPUTER GX280 DESKTOP	1013903	0000	2H35L81	733.68
147295	TC Pending Trade In	COMPUTER GX620 DELL	1014023	0000	9J2YR81	733.60
147301	TC Pending Trade In	COMPUTER GX620 DELL	1014024	0000	5S5ZR81	733.60
147305	TC Pending Trade In	COMPUTER GX620 DELL	1014027	0000	DS5ZR81	733.60
147314	TC Pending Trade In	COMPUTER GX620 DELL	1014022	0000	2Y5ZR81	733.60
147329	TC Pending Trade In	COMPUTER GX620 DELL	1014018	0000	BT5ZR81	733.60
147330	TC Pending Trade In	COMPUTER GX620 DELL	1014037	0000	3T5ZR81	733.60
147332	TC Pending Trade In	COMPUTER GX620 DELL	1014038	0000	CX5ZR81	733.60
147354	TC Pending Trade In	COMPUTER GX620 DELL	1014026	0000	9S5ZR81	733.60
147369	TC Pending Trade In	COMPUTER GX620 DELL	1014035	0000	B06ZR81	733.60
147371	TC Pending Trade In	COMPUTER GX620 DELL	1014033	0000	336ZR81	733.60
147372	TC Pending Trade In	COMPUTER GX620 DELL	1014031	0000	836ZR81	733.60
147373	TC Pending Trade In	COMPUTER GX620 DELL	1014036	0000	326ZR81	733.60
147374	TC Pending Trade In	COMPUTER GX620 DELL	1014040	0000	936ZR81	733.60
147375	TC Pending Trade In	COMPUTER GX620 DELL	1014032	0000	J36ZR81	733.60
147377	TC Pending Trade In	COMPUTER GX620 DELL	1014021	0000	356ZR81	733.60
147378	TC Pending Trade In	COMPUTER GX620 DELL	1014029	0000	D26ZR81	733.60
147380	TC Pending Trade In	COMPUTER GX620 DELL	1014030	0000	826ZR81	733.60
147381	TC Pending Trade In	COMPUTER GX620 DELL	1014039	0000	F36ZR81	733.60
147384	TC Pending Trade In	COMPUTER GX620 DELL	1014042	0000	H36ZR81	733.60
147388	TC Pending Trade In	COMPUTER GX620 DELL	1014028	0000	C36ZR81	733.60
147397	TC Pending Trade In	COMPUTER GX620 DELL	1014041	0000	146ZR81	733.60
147399	TC Pending Trade In	COMPUTER GX620 DELL	1014020	0000	656ZR81	733.60
147416	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014121	0000	H3KNW81	1,700.00
147417	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014122	0000	14KNW81	1,700.00
147418	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014123	0000	D3KNW81	1,700.00
147420	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014125	0000	73KNW81	1,700.00
147421	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014126	0000	B3KNW81	1,700.00
147423	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014128	0000	G3KNW81	1,700.00
147424	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014129	0000	43KNW81	1,700.00
147426	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014131	0000	93KNW81	1,700.00
147466	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014246	0000	B2YV091	1,629.25
147467	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014244	0000	51YV091	1,629.25
147471	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014245	0000	83YV091	1,629.25
147478	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014285	0000	5X2891	1,700.00
147481	TC Pending Trade In	COMPUTER GX620 DELL	1014348	0000	FQLXG91	920.00
147482	TC Pending Trade In	COMPUTER GX620 DELL	1014345	0000	8QLXG91	920.00
147483	TC Pending Trade In	COMPUTER GX620 DELL	1014346	0000	COLXG91	920.00
147484	TC Pending Trade In	COMPUTER GX620 DELL	1014344	0000	9QLXG91	920.00
147485	TC Pending Trade In	COMPUTER GX620 DELL	1014347	0000	4QLXG91	920.00
147486	TC Pending Trade In	COMPUTER GX620 DELL	1014342	0000	6QLXG91	920.00

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147540	TC Pending Trade In	COMPUTER GX620 DELL	1014539	0000	7NHRN91	920.00
147566	TC Pending Trade In	COMPUTER GX620 DELL	1014596	0000	DY2PQ91	920.00
147574	TC Pending Trade In	NOTEBOOK LATITUDE D610 WORKSTATION MODEL	1014652	0000	F84TR91	2,050.00
147575	TC Pending Trade In	NOTEBOOK LATITUDE D610 WORKSTATION MODEL	1014657	0000	5B4TR91	1,640.00
147576	TC Pending Trade In	NOTEBOOK LATITUDE D610 WORKSTATION MODEL	1014641	0000	D70VR91	1,640.00
147585	TC Pending Trade In	COMPUTER GX620 DELL	1014627	0000	HQ34S91	920.00
147589	TC Pending Trade In	COMPUTER GX620 DELL	1014628	0000	1R34S91	920.00
147598	TC Pending Trade In	COMPUTER GX620 DELL	1014622	0000	C944S91	920.00
147602	TC Pending Trade In	COMPUTER GX620 DELL	1014638	0000	CH95S91	920.00
147610	TC Pending Trade In	COMPUTER GX620 DELL	1014698	0000	86ZSS91	920.00
147614	TC Pending Trade In	COMPUTER GX620 DELL	1014695	0000	F6ZSS91	920.00
147617	TC Pending Trade In	COMPUTER GX620 DELL	1014700	0000	47ZSS91	920.00
147621	TC Pending Trade In	COMPUTER GX620 DELL	1014696	0000	97ZSS91	920.00
147622	TC Pending Trade In	COMPUTER GX620 DELL	1014701	0000	F7ZSS91	920.00
147629	TC Pending Trade In	NOTEBOOK LATITUDE D610 WORKSTATION MODEL	1014738	0000	9X2VSS91	1,640.00
147637	TC Pending Trade In	COMPUTER GX620 DELL	1014680	0000	F84WS91	920.00
147638	TC Pending Trade In	COMPUTER GX620 DELL	1014679	0000	H84WS91	920.00
147641	TC Pending Trade In	NOTEBOOK LATITUDE D610 MOBILE (NO PORT REPLTOR	1014746	0000	3KJBT91	1,600.00
147708	TC Pending Trade In	NOTEBOOK LATITUDE D610 DELL	1014690	0000	G35DT91	1,640.00
147711	TC Pending Trade In	NOTEBOOK LATITUDE D610 DELL	1014689	0000	G55DT91	1,640.00
147720	TC Pending Trade In	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	1014904	0000	HBWB2B1	1,620.10
147739	TC Pending Trade In	COMPUTERS OPTIPLX GX620	1014978	0000	GRL46B1	942.24
147740	TC Pending Trade In	COMPUTERS OPTIPLX G620 DELL	1014989	0000	GRL46B1	942.24
147741	TC Pending Trade In	COMPUTERS OPTIPLX GX620	1014980	0000	9SL46B1	942.24
147744	TC Pending Trade In	COMPUTERS OPTIPLX G620 DELL	1014990	0000	9TL46B1	942.24
147745	TC Pending Trade In	COMPUTERS OPTIPLX GX620	1014983	0000	GQL46B1	942.24
147746	TC Pending Trade In	COMPUTERS OPTIPLX G620 DELL	1014991	0000	5QL46B1	942.24
147747	TC Pending Trade In	COMPUTER OPTIPLX GX620 DELL	1014976	0000	5TL46B1	1,177.81
147748	TC Pending Trade In	COMPUTER DELL OPTIPLX G620	1015001	0000	7NL46B1	942.24
147750	TC Pending Trade In	COMPUTERS OPTIPLX G620 DELL	1014992	0000	J5L46B1	942.24
147751	TC Pending Trade In	COMPUTERS OPTIPLX GX620	1014984	0000	J5L46B1	942.24
147753	TC Pending Trade In	COMPUTER OPTIPLX GX620 DELL	1014977	0000	2VL46B1	1,177.80
147754	TC Pending Trade In	COMPUTERS OPTIPLX G620 DELL	1014993	0000	2RL46B1	942.24
147756	TC Pending Trade In	COMPUTER OPTIPLX GX620 DELL	1015007	0000	CX2F6B1	1,177.81
147757	TC Pending Trade In	NOTEBOOK LATT D620 DELL MOBILE (NO PORT REPLTOR	1015275	0000	H10N6B1	1,600.00
147758	TC Pending Trade In	NOTEBOOK LATT D620 DELL MOBILE (NO PORT REPLTOR	1015279	0000	8Z2M6B1	1,600.00
147763	TC Pending Trade In	NOTEBOOK LATT D620 DELL MOBILE (NO PORT REPLTOR	1015276	0000	1NZM6B1	1,600.00
147770	TC Pending Trade In	NOTEBOOK LATT D620 DELL MOBILE (NO PORT REPLTOR	1015285	0000	HNZM6B1	1,600.00
147771	TC Pending Trade In	NOTEBOOK LATT D620 DELL MOBILE (NO PORT REPLTOR	1015277	0000	4SYM6B1	1,600.00
147789	TC Pending Trade In	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR	1015145	0000	HMCY7B1	1,600.00
147790	TC Pending Trade In	COMPUTER DELL LATITUDE 820	1015128	0000	JBX48B1	3,906.08
147800	TC Pending Trade In	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR	1015232	0000	C29RBB1	1,600.00
147842	TC Pending Trade In	NOTEBOOK D620 MOBILE (NO PORT REPLICATOR)	1015413	0000	BDP7L81	1,600.00
147844	TC Pending Trade In	COMPUTER GX620 DELL	1015408	0000	SZXLB1	920.00
147845	TC Pending Trade In	NOTEBOOK LAT D620 DELL MOBILE (NO PORT REPLICATOR)	1015521	0000	HQ2KLB1	1,600.00
147849	TC Pending Trade In	NOTEBOOK LAT D620 DELL MOBILE (NO PORT REPLTOR	1015415	0000	J1ZMLB1	1,600.00
147852	TC Pending Trade In	NOTEBOOK LAT D620 DELL MOBILE (NO PORT REPLTOR	1015419	0000	BZZMLB1	1,600.00
147878	TC Pending Trade In	COMPUTER GX620 DELL	1015519	0000	674TLB1	920.00
147900	TC Pending Trade In	LATITUDE D520 SEE QUOTE 311487135	1015600	0000	2864PB1	1,720.78
147901	TC Pending Trade In	LATITUDE D520 SEE QUOTE 311487135	1015601	0000	9864PB1	1,720.78
147937	TC Pending Trade In	LATITUDE D820 INTEL CORE DUO	1015920	0000	FG86WB1	2,403.53
147938	TC Pending Trade In	LAPTOP DELL LATITUDE D820 LAPTOP	1015700	0000	9086WB1	2,403.53
147939	TC Pending Trade In	LATITUDE D820 INTEL CORE DUO	1015921	0000	9G86WB1	2,403.53
147946	TC Pending Trade In	COMPUTER GX620 DELL	1015887	0000	8Y2KZ81	920.00
147963	TC Pending Trade In	COMPUTER GX620 DELL	1016120	0000	4VMGMB1	920.00
148002	TC Pending Trade In	COMPUTER GX745 DELL	1016450	0000	D3QNHK1	920.00
148011	TC Pending Trade In	COMPUTER GX745 DELL	1016704	0000	BB6QKC1	920.00
148012	TC Pending Trade In	COMPUTER GX745 DELL	1016684	0000	3C6QKC1	920.00
148014	TC Pending Trade In	COMPUTER GX745 DELL	1016711	0000	HB6QKC1	920.00
148015	TC Pending Trade In	COMPUTER GX745 DELL	1016708	0000	1B6QKC1	920.00
148016	TC Pending Trade In	COMPUTER GX745 DELL	1016687	0000	5B6QKC1	920.00
148017	TC Pending Trade In	COMPUTER GX745 DELL	1016715	0000	F96QKC1	920.00
148018	TC Pending Trade In	COMPUTER GX745 DELL	1016698	0000	966QKC1	920.00
148019	TC Pending Trade In	COMPUTER GX745 DELL	1016701	0000	7C6QKC1	920.00
148022	TC Pending Trade In	COMPUTER GX745 DELL	1016679	0000	1C6QKC1	920.00
148023	TC Pending Trade In	COMPUTER GX745 DELL	1016719	0000	H76QKC1	920.00
148024	TC Pending Trade In	COMPUTER GX745 DELL	1016685	0000	4B6QKC1	920.00
148025	TC Pending Trade In	COMPUTER GX745 DELL	1016722	0000	186QKC1	920.00
148026	TC Pending Trade In	COMPUTER GX745 DELL	1016695	0000	C96QKC1	920.00
148027	TC Pending Trade In	COMPUTER GX745 DELL	1016691	0000	376QKC1	920.00
148028	TC Pending Trade In	COMPUTER GX745 DELL	1016700	0000	7B6QKC1	920.00
148030	TC Pending Trade In	COMPUTER GX745 DELL	1016683	0000	276QKC1	920.00
148031	TC Pending Trade In	COMPUTER GX745 DELL	1016707	0000	9D6QKC1	920.00
148032	TC Pending Trade In	COMPUTER GX745 DELL	1016718	0000	G66QKC1	920.00
148033	TC Pending Trade In	COMPUTER GX745 DELL	1016682	0000	2D6QKC1	920.00
148035	TC Pending Trade In	COMPUTER GX745 DELL	1016713	0000	H66QKC1	920.00
148036	TC Pending Trade In	COMPUTER GX745 DELL	1016717	0000	F86QKC1	920.00
148037	TC Pending Trade In	COMPUTER GX745 DELL	1016688	0000	596QKC1	920.00
148038	TC Pending Trade In	COMPUTER GX745 DELL	1016696	0000	C86QKC1	920.00
148039	TC Pending Trade In	COMPUTER GX745 DELL	1016710	0000	H86QKC1	920.00
148040	TC Pending Trade In	COMPUTER GX745 DELL	1016690	0000	386QKC1	920.00
148042	TC Pending Trade In	COMPUTER GX745 DELL	1016705	0000	796QKC1	920.00
148043	TC Pending Trade In	COMPUTER GX745 DELL	1016709	0000	196QKC1	920.00
148044	TC Pending Trade In	COMPUTER GX745 DELL	1016689	0000	586QKC1	920.00
148045	TC Pending Trade In	COMPUTER GX745 DELL	1016723	0000	H96QKC1	920.00
148046	TC Pending Trade In	COMPUTER GX745 DELL	1016699	0000	8B6QKC1	920.00
148048	TC Pending Trade In	COMPUTER GX745 DELL	1016702	0000	6D6QKC1	920.00
148049	TC Pending Trade In	COMPUTER GX745 DELL	1016716	0000	D96QKC1	920.00
148050	TC Pending Trade In	COMPUTER GX745 DELL	1016712	0000	F86QKC1	920.00
148051	TC Pending Trade In	COMPUTER GX745 DELL	1016677	0000	5C6QKC1	920.00
148052	TC Pending Trade In	COMPUTER GX745 DELL	1016678	0000	5D6QKC1	920.00
148054	TC Pending Trade In	COMPUTER GX745 DELL	1016703	0000	BD6QKC1	920.00
148055	TC Pending Trade In	COMPUTER GX745 DELL	1016720	0000	JC6QKC1	920.00
148056	TC Pending Trade In	COMPUTER GX745 DELL	1016714	0000	CC6QKC1	920.00

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148058	TC Pending Trade In	COMPUTER GX745 DELL	1016676	0000	686QKC1	920.00
148072	TC Pending Trade In	COMPUTER GX745 DELL	1016738	0000	JLQDKC1	1,069.60
148103	TC Pending Trade In	COMPUTER GX745 DELL	1016641	0000	2KZYKC1	920.00
148105	TC Pending Trade In	COMPUTER GX745 DELL	1016674	0000	JJZYKC1	920.00
148106	TC Pending Trade In	COMPUTER GX745 DELL	1016668	0000	DJZYKC1	920.00
148107	TC Pending Trade In	COMPUTER GX745 DELL	1016665	0000	6JZYKC1	920.00
148108	TC Pending Trade In	COMPUTER GX745 DELL	1016648	0000	37ZYKC1	920.00
148109	TC Pending Trade In	COMPUTER GX745 DELL	1016652	0000	65ZYKC1	920.00
148110	TC Pending Trade In	COMPUTER GX745 DELL	1016654	0000	85ZYKC1	920.00
148111	TC Pending Trade In	COMPUTER GX745 DELL	1016646	0000	15ZYKC1	920.00
148113	TC Pending Trade In	COMPUTER GX745 DELL	1016656	0000	C4ZYKC1	920.00
148114	TC Pending Trade In	COMPUTER GX745 DELL	1016675	0000	H4ZYKC1	920.00
148117	TC Pending Trade In	COMPUTER GX745 DELL	1016663	0000	93ZYKC1	920.00
148118	TC Pending Trade In	COMPUTER GX745 DELL	1016660	0000	D3ZYKC1	920.00
148119	TC Pending Trade In	COMPUTER GX745 DELL	1016667	0000	GJZYKC1	920.00
148120	TC Pending Trade In	COMPUTER GX745 DELL	1016639	0000	43ZYKC1	920.00
148121	TC Pending Trade In	COMPUTER GX745 DELL	1016662	0000	84ZYKC1	920.00
148123	TC Pending Trade In	COMPUTER GX745 DELL	1016640	0000	60ZYKC1	920.00
148124	TC Pending Trade In	COMPUTER GX745 DELL	1016553	0000	10ZYKC1	920.00
148126	TC Pending Trade In	COMPUTER GX745 DELL	1016673	0000	HXYKC1	920.00
148127	TC Pending Trade In	COMPUTER GX745 DELL	1016643	0000	17ZYKC1	920.00
148128	TC Pending Trade In	COMPUTER GX745 DELL	1016655	0000	9ZYKC1	920.00
148129	TC Pending Trade In	COMPUTER GX745 DELL	1016651	0000	6YYKC1	920.00
148131	TC Pending Trade In	COMPUTER GX745 DELL	1016666	0000	DZZYKC1	920.00
148132	TC Pending Trade In	COMPUTER GX745 DELL	1016669	0000	HYYKC1	920.00
148134	TC Pending Trade In	COMPUTER GX745 DELL	1016658	0000	C3ZYKC1	920.00
148135	TC Pending Trade In	COMPUTER GX745 DELL	1016647	0000	5YYKC1	920.00
148136	TC Pending Trade In	COMPUTER GX745 DELL	1016659	0000	CYYKC1	920.00
148137	TC Pending Trade In	COMPUTER GX745 DELL	1016642	0000	2ZYKC1	920.00
148139	TC Pending Trade In	COMPUTER GX745 DELL	1016672	0000	H0ZYKC1	920.00
148140	TC Pending Trade In	COMPUTER GX745 DELL	1016671	0000	HZZYKC1	920.00
148143	TC Pending Trade In	COMPUTER GX745 DELL	1016527	0000	4CYXLC1	920.00
148144	TC Pending Trade In	COMPUTER GX745 DELL	1016523	0000	6CYXLC1	920.00
148146	TC Pending Trade In	COMPUTER GX745 DELL	1016511	0000	B9YXLC1	920.00
148147	TC Pending Trade In	COMPUTER GX745 DELL	1016526	0000	DBYXLC1	920.00
148148	TC Pending Trade In	COMPUTER GX745 DELL	1016536	0000	5BYXLC1	920.00
148149	TC Pending Trade In	COMPUTER GX745 DELL	1016533	0000	79YXLC1	920.00
148150	TC Pending Trade In	COMPUTER GX745 DELL	1016528	0000	58YXLC1	920.00
148151	TC Pending Trade In	COMPUTER GX745 DELL	1016512	0000	D8YXLC1	920.00
148153	TC Pending Trade In	COMPUTER GX745 DELL	1016513	0000	H9YXLC1	920.00
148154	TC Pending Trade In	COMPUTER GX745 DELL	1016531	0000	6BYXLC1	920.00
148155	TC Pending Trade In	COMPUTER GX745 DELL	1016514	0000	J8YXLC1	920.00
148156	TC Pending Trade In	COMPUTER GX745 DELL	1016515	0000	8BYXLC1	920.00
148157	TC Pending Trade In	COMPUTER GX745 DELL	1016525	0000	2BYXLC1	920.00
148158	TC Pending Trade In	COMPUTER GX745 DELL	1016529	0000	GBYXLC1	920.00
148160	TC Pending Trade In	COMPUTER GX745 DELL	1016973	0000	DXCRM1	733.60
148161	TC Pending Trade In	COMPUTER GX745 DELL	1016974	0000	JXCRM1	733.60
148166	TC Pending Trade In	NOTEBOOK LATITUDE D620 WORKSTATION	1017118	0000	2JTZNC1	1,640.00
148177	TC Pending Trade In	COMPUTER GX745 DELL	1016832	0000	97B5PC1	920.00
148178	TC Pending Trade In	COMPUTER GX745 DELL	1016834	0000	F7B5PC1	920.00
148179	TC Pending Trade In	COMPUTER GX745 DELL	1016835	0000	C7B5PC1	920.00
148180	TC Pending Trade In	COMPUTER GX745 DELL	1016848	0000	C1B5PC1	920.00
148181	TC Pending Trade In	COMPUTER GX745 DELL	1016887	0000	2B5B5PC1	920.00
148182	TC Pending Trade In	COMPUTER GX745 DELL	1016840	0000	37B5PC1	920.00
148184	TC Pending Trade In	COMPUTER GX745 DELL	1016853	0000	29B5PC1	920.00
148185	TC Pending Trade In	COMPUTER GX745 DELL	1016836	0000	49B5PC1	920.00
148186	TC Pending Trade In	COMPUTER GX745 DELL	1016864	0000	G1B5PC1	920.00
148188	TC Pending Trade In	COMPUTER GX745 DELL	1016881	0000	28B5PC1	920.00
148189	TC Pending Trade In	COMPUTER GX745 DELL	1016855	0000	H8B5PC1	920.00
148190	TC Pending Trade In	COMPUTER GX745 DELL	1016842	0000	FCB5PC1	920.00
148191	TC Pending Trade In	COMPUTER GX745 DELL	1016889	0000	31B5PC1	920.00
148193	TC Pending Trade In	COMPUTER GX745 DELL	1016857	0000	H9B5PC1	920.00
148195	TC Pending Trade In	COMPUTER GX745 DELL	1016867	0000	6GB5PC1	920.00
148199	TC Pending Trade In	COMPUTER GX745 DELL	1016844	0000	CQB5PC1	920.00
148200	TC Pending Trade In	COMPUTER GX745 DELL	1016850	0000	F8B5PC1	920.00
148201	TC Pending Trade In	COMPUTER GX745 DELL	1016893	0000	3QB5PC1	920.00
148202	TC Pending Trade In	COMPUTER GX745 DELL	1016838	0000	6PB5PC1	920.00
148204	TC Pending Trade In	COMPUTER GX745 DELL	1016886	0000	3RB5PC1	920.00
148205	TC Pending Trade In	COMPUTER GX745 DELL	1016899	0000	91B5PC1	920.00
148206	TC Pending Trade In	COMPUTER GX745 DELL	1016860	0000	1RB5PC1	920.00
148207	TC Pending Trade In	COMPUTER GX745 DELL	1016869	0000	CB5B5PC1	920.00
148209	TC Pending Trade In	COMPUTER GX745 DELL	1016846	0000	JPB5PC1	920.00
148210	TC Pending Trade In	COMPUTER GX745 DELL	1016875	0000	F9B5PC1	920.00
148211	TC Pending Trade In	COMPUTER GX745 DELL	1016895	0000	3CB5PC1	920.00
148213	TC Pending Trade In	COMPUTER GX745 DELL	1016871	0000	GBB5PC1	920.00
148214	TC Pending Trade In	COMPUTER GX745 DELL	1016874	0000	BRB5PC1	920.00
148215	TC Pending Trade In	COMPUTER GX745 DELL	1016901	0000	GQB5PC1	920.00
148216	TC Pending Trade In	COMPUTER GX745 DELL	1016861	0000	1BB5PC1	920.00
148217	TC Pending Trade In	COMPUTER GX745 DELL	1016879	0000	9CB5PC1	920.00
148218	TC Pending Trade In	COMPUTER GX745 DELL	1016903	0000	FPB5PC1	920.00
148219	TC Pending Trade In	COMPUTER GX745 DELL	1016897	0000	89B5PC1	920.00
148222	TC Pending Trade In	COMPUTER GX745 DELL	1017004	0000	BQD6PC1	733.60
148223	TC Pending Trade In	COMPUTER GX745 DELL	1017005	0000	8SD6PC1	733.60
148224	TC Pending Trade In	COMPUTER GX745 DELL	1017006	0000	CQD6PC1	733.60
148225	TC Pending Trade In	COMPUTER GX745 DELL	1017007	0000	GRD6PC1	733.60
148226	TC Pending Trade In	COMPUTER GX745 DELL	1017008	0000	5DD6PC1	733.60
148227	TC Pending Trade In	COMPUTER GX745 DELL	1017009	0000	8QD6PC1	733.60
148230	TC Pending Trade In	COMPUTER GX745 DELL	1017011	0000	1RD6PC1	733.60
148232	TC Pending Trade In	COMPUTER GX745 DELL	1017012	0000	DQD6PC1	733.60
148233	TC Pending Trade In	COMPUTER GX745 DELL	1017013	0000	HQD6PC1	733.60
148234	TC Pending Trade In	COMPUTER GX745 DELL	1017014	0000	5RD6PC1	733.60
148235	TC Pending Trade In	COMPUTER GX745 DELL	1017015	0000	1SD6PC1	733.60
148237	TC Pending Trade In	COMPUTER GX745 DELL	1017016	0000	4SD6PC1	733.60
148242	TC Pending Trade In	COMPUTER GX745 DELL	1017017	0000	CRD6PC1	733.60

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148245	TC Pending Trade In	CPU GX745 (1.0GB RAM) DELL	1017128	0000	DFM6PC1	864.00
148247	TC Pending Trade In	COMPUTER GX745 DELL	1016991	0000	FQM6PC1	920.00
148248	TC Pending Trade In	COMPUTER GX745 DELL	1016992	0000	HQM6PC1	920.00
148251	TC Pending Trade In	COMPUTER GX745 DELL	1016993	0000	DM6PC1	920.00
148253	TC Pending Trade In	COMPUTER GX745 DELL	1016472	0000	F2JBCP1	733.50
148255	TC Pending Trade In	COMPUTER GX745 DELL	1016473	0000	3XHBPC1	733.50
148257	TC Pending Trade In	COMPUTER GX745 DELL	1017057	0000	BF5WPC1	920.00
148258	TC Pending Trade In	COMPUTER GX745 DELL	1017049	0000	7F5WPC1	920.00
148259	TC Pending Trade In	COMPUTER GX745 DELL	1017066	0000	FF5WPC1	920.00
148260	TC Pending Trade In	COMPUTER GX745 DELL	1017103	0000	9G5WPC1	920.00
148261	TC Pending Trade In	COMPUTER GX745 DELL	1017050	0000	BG5WPC1	920.00
148263	TC Pending Trade In	COMPUTER GX745 DELL	1017058	0000	2H5WPC1	920.00
148264	TC Pending Trade In	COMPUTER GX745 DELL	1017104	0000	8H5WPC1	920.00
148265	TC Pending Trade In	COMPUTER GX745 DELL	1017069	0000	5H5WPC1	920.00
148266	TC Pending Trade In	COMPUTER GX745 DELL	1017060	0000	6H5WPC1	920.00
148267	TC Pending Trade In	COMPUTER GX745 DELL	1017052	0000	9H5WPC1	920.00
148268	TC Pending Trade In	COMPUTER GX745 DELL	1017099	0000	DH5WPC1	920.00
148269	TC Pending Trade In	COMPUTER GX745 DELL	1017062	0000	3J5WPC1	920.00
148272	TC Pending Trade In	COMPUTER GX745 DELL	1017064	0000	FH5WPC1	920.00
148274	TC Pending Trade In	COMPUTER GX745 DELL	1017073	0000	6J5WPC1	920.00
148276	TC Pending Trade In	COMPUTER GX745 DELL	1017072	0000	BJ5WPC1	920.00
148277	TC Pending Trade In	COMPUTER GX745 DELL	1017106	0000	4H5WPC1	920.00
148278	TC Pending Trade In	COMPUTER GX745 DELL	1017076	0000	1H5WPC1	920.00
148280	TC Pending Trade In	COMPUTER GX745 DELL	1017079	0000	JH5WPC1	920.00
148281	TC Pending Trade In	COMPUTER GX745 DELL	1017081	0000	DJ5WPC1	920.00
148282	TC Pending Trade In	COMPUTER GX745 DELL	1017083	0000	2K5WPC1	920.00
148284	TC Pending Trade In	COMPUTER GX745 DELL	1017087	0000	FG5WPC1	920.00
148286	TC Pending Trade In	COMPUTER GX745 DELL	1017107	0000	1K5WPC1	920.00
148288	TC Pending Trade In	COMPUTER GX745 DELL	1017096	0000	7G5WPC1	920.00
148289	TC Pending Trade In	COMPUTER GX745 DELL	1017090	0000	GF5WPC1	920.00
148291	TC Pending Trade In	COMPUTER GX745 DELL	1017092	0000	CF5WPC1	920.00
148295	TC Pending Trade In	COMPUTER GX745 DELL	1016964	0000	CRK3QC1	920.00
148296	TC Pending Trade In	COMPUTER GX745 DELL	1016966	0000	FRK3QC1	920.00
148298	TC Pending Trade In	COMPUTER GX745 DELL	1016968	0000	8RK3QC1	920.00
148315	TC Pending Trade In	COMPUTER GX745 DELL	1017278	0000	G8RKVC1	920.00
148316	TC Pending Trade In	CPU GX745 (1.0GB RAM) QUOTE #352915462	1017283	0000	39RKVC1	864.00
148317	TC Pending Trade In	COMPUTER GX745 DELL	1017280	0000	58RKVC1	920.00
148318	TC Pending Trade In	COMPUTER GX745 DELL	1017281	0000	19RKVC1	920.00
148319	TC Pending Trade In	CPU GX745 (1.0GB RAM) QUOTE #352915462	1017284	0000	99RKVC1	864.00
148320	TC Pending Trade In	CPU GX745 (1.0GB RAM) QUOTE #352915462	1017285	0000	B9RKVC1	864.00
148321	TC Pending Trade In	CPU GX745 (1.0GB RAM) QUOTE #352915462	1017286	0000	29RKVC1	864.00
148327	TC Pending Trade In	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	1017251	0000	HVRMVC1	1,640.00
148381	TC Pending Trade In	COMPUTER GX745 DELL	1017346	0000	DJ3HXK1	920.00
148382	TC Pending Trade In	COMPUTER GX745 DELL	1017348	0000	42513596929	920.00
148407	TC Pending Trade In	COMPUTER GX745 DELL	1017577	0000	FYCHXC1	920.00
148445	TC Pending Trade In	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR	1017360	0000	9R91YC1	1,600.00
148447	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTORCORE 2 DUO	1017596	0000	HZVRYC1	1,066.33
148449	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTORCORE 2 DUO	1017599	0000	CZVRYC1	1,066.33
148450	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTORCORE 2 DUO	1017593	0000	FZVRYC1	1,066.33
148451	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTORCORE 2 DUO	1017595	0000	30WRYC1	1,066.33
148453	TC Pending Trade In	LATITUDE D820 INTEL CORE 2 DUO T5600 1.83GHZ	1017609	0000	8FVTYC1	1,772.28
148454	TC Pending Trade In	LATITUDE D820 INTEL CORE 2 DUO T5600 1.83GHZ	1017605	0000	6DVTYC1	1,772.28
148455	TC Pending Trade In	LATITUDE D820 INTEL CORE 2 DUO T5600 1.83GHZ	1017589	0000	81VTYC1	1,772.28
148456	TC Pending Trade In	LATITUDE D820 INTEL CORE 2 DUO T5600 1.83GHZ	1017611	0000	82VTYC1	1,772.28
148457	TC Pending Trade In	LATITUDE D820 INTEL CORE 2 DUO T5600 1.83GHZ	1017607	0000	CSVTYC1	1,772.28
148458	TC Pending Trade In	LATITUDE D820 INTEL CORE 2 DUO T5600 1.83GHZ	1017608	0000	12VTYC1	1,772.28
148459	TC Pending Trade In	LATITUDE D820 INTEL CORE 2 DUO T5600 1.83GHZ	1017610	0000	1GVTYC1	1,772.28
148492	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017648	0000	41DMZC1	1,089.54
148493	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017649	0000	11DMZC1	1,089.54
148496	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017650	0000	F0DMZC1	1,089.54
148497	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017651	0000	22DMZC1	1,089.54
148498	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017652	0000	F1DMZC1	1,089.54
148499	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017653	0000	C1DMZC1	1,089.54
148501	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017654	0000	31DMZC1	1,089.54
148502	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017655	0000	B1DMZC1	1,089.54
148506	TC Pending Trade In	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL	1017656	0000	32DMZC1	1,089.54
148507	TC Pending Trade In	COMPUTER GX745 DELL	1017442	0000	CS1WZC1	1,069.60
148508	TC Pending Trade In	COMPUTER GX745 DELL	1017369	0000	1V1WZC1	1,069.60
148509	TC Pending Trade In	COMPUTER GX745 DELL	1017371	0000	BV1WZC1	1,069.60
148510	TC Pending Trade In	COMPUTER GX745 DELL	1017373	0000	8T1WZC1	1,069.60
148511	TC Pending Trade In	COMPUTER GX745 DELL	1017445	0000	3T1WZC1	1,069.60
148512	TC Pending Trade In	COMPUTER GX745 DELL	1017375	0000	7V1WZC1	1,069.60
148513	TC Pending Trade In	COMPUTER GX745 DELL	1017377	0000	JV1WZC1	1,069.60
148514	TC Pending Trade In	COMPUTER GX745 DELL	1017379	0000	2W1WZC1	1,069.60
148515	TC Pending Trade In	COMPUTER GX745 DELL	1017381	0000	6V1WZC1	1,069.60
148516	TC Pending Trade In	COMPUTER GX745 DELL	1017383	0000	DW1WZC1	1,069.60
148517	TC Pending Trade In	COMPUTER GX745 DELL	1017385	0000	DV1WZC1	1,069.60
148518	TC Pending Trade In	COMPUTER GX745 DELL	1017444	0000	FW1WZC1	1,069.60
148519	TC Pending Trade In	COMPUTER GX745 DELL	1017387	0000	6T1WZCZ1	1,069.60
148520	TC Pending Trade In	COMPUTER GX745 DELL	1017389	0000	4V1WZC1	1,069.60
148521	TC Pending Trade In	COMPUTER GX745 DELL	1017391	0000	JW1WZC1	1,069.60
148522	TC Pending Trade In	COMPUTER GX745 DELL	1017393	0000	4W1WZC1	1,069.60
148523	TC Pending Trade In	COMPUTER GX745 DELL	1017395	0000	GS1WZC1	1,069.60
148525	TC Pending Trade In	COMPUTER GX745 DELL	1017399	0000	7X1WZC1	1,069.60
148526	TC Pending Trade In	COMPUTER GX745 DELL	1017401	0000	9X1WZC1	1,069.60
148527	TC Pending Trade In	COMPUTER GX745 DELL	1017403	0000	9W1WZC1	1,069.60
148528	TC Pending Trade In	COMPUTER GX745 DELL	1017427	0000	5X1WZC1	1,069.60
148529	TC Pending Trade In	COMPUTER GX745 DELL	1017405	0000	BT1WZC1	1,069.60
148531	TC Pending Trade In	COMPUTER GX745 DELL	1017409	0000	1Y1WZC1	1,069.60
148532	TC Pending Trade In	COMPUTER GX745 DELL	1017411	0000	JX1WZC1	1,069.60
148533	TC Pending Trade In	COMPUTER GX745 DELL	1017413	0000	4Y1WZC1	1,069.60
148534	TC Pending Trade In	COMPUTER GX745 DELL	1017431	0000	CY1WZC1	1,069.60
148535	TC Pending Trade In	COMPUTER GX745 DELL	1017415	0000	GX1WZC1	1,069.60
148536	TC Pending Trade In	COMPUTER GX745 DELL	1017428	0000	8Y1WZC1	1,069.60

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148537	TC Pending Trade In	COMPUTER GX745 DELL	1017417	0000	GY1W2C1	1,069.60
148538	TC Pending Trade In	COMPUTER GX745 DELL	1017419	0000	5S1WZC1	1,069.60
148539	TC Pending Trade In	COMPUTER GX745 DELL	1017421	0000	1T1WZC1	1,069.60
148540	TC Pending Trade In	COMPUTER GX745 DELL	1017432	0000	7W1WZC1	1,069.60
148541	TC Pending Trade In	COMPUTER GX745 DELL	1017423	0000	7Y1WZC1	1,069.60
148542	TC Pending Trade In	COMPUTER GX745 DELL	1017425	0000	FT1WZC1	1,069.60
148544	TC Pending Trade In	LATITUDE D820 CORE 2 DUO T5600 1.83GHZ (222-6942)	1017688	0000	58Z00D1	2,008.89
148545	TC Pending Trade In	LATITUDE D820 CORE 2 DUO T5600 1.83GHZ (222-6942)	1017687	0000	H7Z00D1	2,008.89
148547	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017738	0000	85R23D1	920.00
148548	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017847	0000	6XW14D1	920.00
148581	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017807	0000	74FQ4D1	920.00
148582	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017809	0000	B4FQ4D1	920.00
148583	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017828	0000	C4FQ4D1	920.00
148584	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017811	0000	64FQ4D1	920.00
148585	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017812	0000	94FQ4D1	920.00
148586	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017794	0000	D1MQ4D1	920.00
148587	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017796	0000	C1MQ4D1	920.00
148588	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017798	0000	J1MQ4D1	920.00
148589	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017783	0000	72MQ4D1	920.00
148591	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017800	0000	H1MQ4D1	920.00
148595	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017819	0000	D2MQ4D1	920.00
148597	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017830	0000	F1MQ4D1	920.00
148600	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017805	0000	81MQ4D1	920.00
148605	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017792	0000	32MQ4D1	920.00
148607	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017814	0000	84FQ4D1	920.00
148608	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017824	0000	FMR04D1	920.00
148609	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017834	0000	DMR04D1	920.00
148610	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017760	0000	1NDR4D1	920.00
148611	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017836	0000	3NDR4D1	920.00
148612	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017762	0000	HMOR4D1	920.00
148613	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017764	0000	GMOR4D1	920.00
148614	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017766	0000	JMR04D1	920.00
148615	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017832	0000	6NOR4D1	920.00
148616	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017835	0000	7NOR4D1	920.00
148617	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017768	0000	9NOR4D1	920.00
148618	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017770	0000	5NOR4D1	920.00
148619	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017816	0000	CNR04D1	920.00
148620	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017825	0000	8NR4D1	920.00
148621	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017772	0000	2NR4D1	920.00
148622	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017774	0000	BNR04D1	920.00
148623	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017776	0000	DNOR4D1	920.00
148624	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017778	0000	FNOR4D1	920.00
148625	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017780	0000	4NR4D1	920.00
148626	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017782	0000	GNOR4D1	920.00
148627	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017944	0000	65BY5D1	920.00
148629	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017942	0000	66BH5D1	920.00
148630	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017943	0000	CSBH5D1	920.00
148638	TC Pending Trade In	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR	1018053	0000	BKHL5T1	1,600.00
148654	TC Pending Trade In	NOTEBOOK LATITUDE D620 W/2GB RAM WORKSTATION	1017993	0000	G0CT5D1	1,640.00
148657	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017984	0000	31CB6D1	920.00
148658	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017986	0000	71CB6D1	920.00
148659	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1017992	0000	44WB6D1	920.00
148665	TC Pending Trade In	COMPUTER GX745 DELL	1017301	0000	G0QV6D1	920.00
148669	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018098	0000	6VXV6D1	920.00
148671	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018102	0000	3VXV6D1	920.00
148675	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018118	0000	G4GX7D1	920.00
148692	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018308	0000	G9SP7D1	920.00
148693	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018309	0000	J9SP7D1	920.00
148694	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018223	0000	80SP7D1	920.00
148695	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018124	0000	F8SP7D1	920.00
148699	TC Pending Trade In	COMPUTER GX745 DELL	1018318	0000	1B5P7D1	920.00
148709	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018499	0000	GRL7CD1	920.00
148723	TC Pending Trade In	NOTEBOOK LATITUDE D620 W/2GB RAM WORKSTATION	1018229	0000	86GNDD1	1,640.00
148725	TC Pending Trade In	NOTEBOOK LATITUDE D620 W/2GB RAM WORKSTATION	1018260	0000	76GNDD1	1,640.00
148730	TC Pending Trade In	NOTEBOOK LATITUDE D620 W/2GB RAM MOBILE	1018494	0000	19YRDD1	1,600.00
148731	TC Pending Trade In	NOTEBOOK LATITUDE D620 W/2GB RAM MOBILE	1018495	0000	28YRDD1	1,600.00
148732	TC Pending Trade In	NOTEBOOK LATITUDE D620 W/2GB RAM WORKSTATION	1018390	0000	8PYRDD1	1,640.00
148740	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018636	0000	CBJDHD1	920.00
148742	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018567	0000	DBJDHD1	920.00
148744	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018568	0000	353JD1	920.00
148746	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018660	0000	HJHFLD1	949.27
148748	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018659	0000	2KHFLD1	949.27
148749	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018657	0000	JJHFLD1	949.27
148758	TC Pending Trade In	COMPUTER GX745	1018703	0000	70W4MD1	1,069.60
148761	TC Pending Trade In	NOTEBOOK LAT D620 W/2GB RAM MOBILE DELL	1018739	0000	G09WND1	1,600.00
148762	TC Pending Trade In	NOTEBOOK LAT D620 (OLD) WORKSTATION MODEL	1019429	0000	HC9WND1	1,640.00
148763	TC Pending Trade In	NOTEBOOK LAT D620 (OLD) WORKSTATION MODEL	1019431	0000	7D9WND1	1,640.00
148767	TC Pending Trade In	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	1018857	0000	NEED	1,626.24
148769	TC Pending Trade In	COMPUTER GX745	1018943	0000	52CRPD1	1,000.00
148770	TC Pending Trade In	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	1018950	0000	8JDTDP1	1,626.24
148773	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1018862	0000	8BF9QD1	1,069.60
148784	TC Pending Trade In	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	1019067	0000	6CDPRD1	1,640.00
148785	TC Pending Trade In	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	1019068	0000	BCDPRD1	1,640.00
148786	TC Pending Trade In	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	1019069	0000	9CDPRD1	1,640.00
148787	TC Pending Trade In	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	1019070	0000	3CDPRD1	1,640.00
148813	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1019149	0000	F2QWRD1	920.00
148815	TC Pending Trade In	COMPUTER GX745 DELL	1019048	0000	82QWRD1	733.60
148816	TC Pending Trade In	COMPUTER GX745 DELL	1019049	0000	32QWRD1	733.60
148817	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1019150	0000	B2QWRD1	920.00
148818	TC Pending Trade In	COMPUTER GX745 DELL	1019050	0000	61QWRD1	733.60
148823	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1019151	0000	J2QWRD1	920.00
148825	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1019152	0000	53QWRD1	920.00
148828	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1019153	0000	B3QWRD1	920.00
148841	TC Pending Trade In	LAPTOP LATITUDE D830 INTEL CORE 2 DUO T7300	1019297	0000	8MHSVD1	1,635.00

148844	TC Pending Trade In	LAPTOPS OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO	1019279	0000	8Y1PWD1	1,200.82
148845	TC Pending Trade In	LAPTOPS OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO	1019280	0000	FY1PWD1	1,200.82
148846	TC Pending Trade In	LAPTOPS OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO	1019281	0000	BY1PWD1	1,200.82
148851	TC Pending Trade In	COMPUTER GX745 W/2GB RAM DELL	1019184	0000	H4GBYD1	920.00
148904	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019604	0000	50LH3F1	1,141.33
148908	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019608	0000	31LH3F1	1,141.33
148915	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019615	0000	90LH3F1	1,141.33
148916	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019616	0000	D0LH3F1	1,141.33
148917	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019631	0000	70LH3F1	1,141.33
148920	TC Pending Trade In	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	1019550	0000	7X3J3F1	1,141.33
148921	TC Pending Trade In	DESKTOP OPTIPLEX 755	1019533	0000	3Y3J3F1	1,141.33
148922	TC Pending Trade In	DESKTOP OPTIPLEX 755	1019534	0000	BY3J3F1	1,141.33
148927	TC Pending Trade In	DESKTOP OPTIPLEX 755	1019539	0000	7Y3J3F1	1,141.33
148928	TC Pending Trade In	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	1019551	0000	FX3J3F1	1,141.33
148930	TC Pending Trade In	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	1019553	0000	DX3J3F1	1,141.33
148932	TC Pending Trade In	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	1019555	0000	4Y3J3F1	1,141.33
149124	TC Pending Trade In	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	1019834	0000	550Z5F1	1,640.00
149129	TC Pending Trade In	PRECISION DELL 690 MINI- TOWER	1020064	0000	4NJF8F1	1,868.00
149272	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019618	0000	603GDF1	1,141.33
149274	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019620	0000	803GDF1	1,141.33
149278	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019624	0000	313GDF1	1,141.33
149285	TC Pending Trade In	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	1019632	0000	513GDF1	1,141.33
149311	TC Pending Trade In	COMPUTER GX755 W/2GB RAM DELL	1020728	0000	8SQVGF1	920.00
149543	TC Pending Trade In	*17" LCD WXP MONITOR DELL	1013107	0000	CN0T61167161854GA362	-
149578	TC Pending Trade In	*17" LCD WXP MONITOR DELL	1013192	0000	CN0T61167161854FAATN	-
149591	TC Pending Trade In	*17" LCD WXP MONITOR DELL	1013204	0000	CN0T61167161854FAAT	-
149614	TC Pending Trade In	*17" LCD WXP MONITOR DELL	1013225	0000	CN0T61167161854GAACK	-
149620	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013087	0000	MX0X37824760555BVCK	-
149669	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013348	0000	MX0X37824760556B5LA	-
149670	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013346	0000	MX0X37824760556B5LC	-
149671	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013339	0000	MX0X37824760556B5L2	-
149680	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013402	0000	MX0X37824760556B5B07	-
149682	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013396	0000	MX0X37824760556B5B06	-
149685	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013399	0000	MX0X37824760556B5BCU	-
149689	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013401	0000	MX0X37824760556B5BAJ7	-
149695	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013397	0000	MX0X37824760556B5BAHY	-
149697	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013398	0000	MX0X37824760556B5BAGY	-
149729	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1013483	0000	MY0H630447605562AQ28	-
149755	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1013478	0000	MY0H630447605577AQV7	-
149758	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1013473	0000	MY0H630447605577AQVZ	-
149762	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1013486	0000	MY0H630447605578AS89	-
149801	TC Pending Trade In	*17" LCD WXP MONITOR DELL	1013600	0000	MX0N60994760556FABV9	-
149828	TC Pending Trade In	*17" LCD WXP MONITOR DELL	1013788	0000	CN0J66427161857TA550	-
149836	TC Pending Trade In	*17" LCD WXP MONITOR DELL	1013793	0000	CN0J66427161857TA484	-
149849	TC Pending Trade In	*17" MONITOR DELL	1013931	0000	CN0J664271618585AD08	-
149860	TC Pending Trade In	*17" CRT WXP MONITOR DELL	1013905	0000	MY0M913347603581BKW4	-
149926	TC Pending Trade In	*17" MONITOR DELL	1014046	0000	MY0M913347603572BAH1	-
149960	TC Pending Trade In	*17" MONITOR DELL	1014043	0000	MY0M913347603572B7J7	-
149979	TC Pending Trade In	*17" MONITOR DELL	1014044	0000	MY0M913347603572B7A7	-
149983	TC Pending Trade In	*17" MONITOR DELL	1014045	0000	MY0M913347603572B7J3	-
150022	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1014252	0000	CN0J6642716185B1AE6N	-
150023	TC Pending Trade In	*17" MONITOR DELL FLAT PANEL	1014251	0000	CN0J6642716185B1AE6V	-
150031	TC Pending Trade In	*17" LCD FP MONITOR DELL	1014343	0000	CN0J6642716185SCHAG5C	-
150037	TC Pending Trade In	*17" LCD FP MONITOR DELL	1014474	0000	CN0J664271618612AM90	-
150039	TC Pending Trade In	*17" LCD FP MONITOR DELL	1014475	0000	CN0J664271618612AM9E	-
150071	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1014548	0000	CN0J664271618612AM9L	-
150097	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1014651	0000	CN0CC2807161861KAEUL	-
150133	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1014704	0000	CN0CC2807161862TAEXP	-
150141	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1014673	0000	CN0CC2807161862TAFQA	-
150151	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1014730	0000	CN0CC2807161861KACN3	-
150164	TC Pending Trade In	*17" STD CRT MONITOR DELL	1014760	0000	CN0M91334760963EB4X2	-
150177	TC Pending Trade In	*17" STD CRT MONITOR DELL	1014761	0000	CN0M91334760963EB4F4	-
150234	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1014906	0000	CN0CC2807161862MBCB1	-
150258	TC Pending Trade In	*17" LCD FP MONITOR DELL	1015216	0000	CN0CC2807161865KJ24	-
150285	TC Pending Trade In	*17" LCD FP MONITOR DELL	1015365	0000	CN0CC2807161866BAE3F	-
150293	TC Pending Trade In	*17" LCD FP MONITOR DELL	1015520	0000	CN0CC2807161866ACEEM	-
150295	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1015431	0000	CN0CC28071618642G104	-
150304	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1015435	0000	CN0CC28071618642G499	-
150307	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1015438	0000	CN0CC28071618642G587	-
150314	TC Pending Trade In	*17" LCD FP MONITOR DELL	1015469	0000	CN0CC2807161866EALC8	-
150346	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1015783	0000	CN0CC28071618688CFSD	-
150394	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1016349	0000	CN0CC2807161868BKAGRL	-
150397	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1016350	0000	CN0CC2807161868BKAFGG	-
150398	TC Pending Trade In	*17" FLAT PANEL MONITOR DELL	1016470	0000	CN0CC280716186C3A596	-
150403	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016623	0000	CN0CC280716186B6ARJC	-
150406	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016626	0000	CN0CC280716186B6ARJJ	-
150407	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016635	0000	CN0CC280716186B6ARJK	-
150409	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016597	0000	CN0CC280716186B6ARJP	-
150410	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016618	0000	CN0CC280716186B6ARJT	-
150413	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016592	0000	CN0CC280716186B6ARJX	-
150415	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016602	0000	CN0CC280716186B6ARHN	-
150417	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016621	0000	CN0CC280716186B6ARJF	-
150420	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016613	0000	CN0CC280716186B6ARK4	-
150421	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016608	0000	CN0CC280716186B6ARK5	-
150422	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016612	0000	CN0CC280716186B6ARJV	-
150424	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016603	0000	CN0CC280716186B6APQ8	-
150426	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016632	0000	CN0CC280716186B6AS51	-
150434	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016600	0000	CN0CC280716186B6AL47	-
150437	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016615	0000	CN0CC280716186B6AL4F	-
150440	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016607	0000	CN0CC280716186B6AL3B	-
150441	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016637	0000	CN0CC280716186B6AL4E	-
150442	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016596	0000	CN0CC280716186B6AL4Z	-
150445	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016624	0000	CN0CC280716186B6AL4R	-
150446	TC Pending Trade In	*17" LCD FP MONITOR DELL	1016622	0000	CN0CC280716186B6AL45	-



150682	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017210	0000	CNOKU78971618716ANAQ	-
150683	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017234	0000	CNOKU78971618716ANAL	-
150684	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017204	0000	CNOKU78971618716ANAK	-
150686	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017232	0000	CNOKU78971618716ANAP	-
150687	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017236	0000	CNOKU78971618716AN92	-
150688	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017228	0000	CNOKU78971618716ALSQ	-
150689	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017230	0000	CNOKU78971618716AN76	-
150690	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017222	0000	CNOKU78971618716ALGH	-
150691	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017208	0000	CNOKU78971618716ANAF	-
150692	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017214	0000	CNOKU78971618716AKEN	-
150693	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017195	0000	CNOKU78971618716AL75	-
150694	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017220	0000	CNOKU78971618716AN75	-
150695	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017198	0000	CNOKU78971618716AN9J	-
150696	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017216	0000	CNOKU78971618716ANAE	-
150698	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017212	0000	CNOKU7897161871680QJ	-
150699	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017206	0000	CNOKU78971618716ALS	-
150700	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017250	0000	CNOC3526418072R0PSL	-
150701	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017218	0000	CNOC3526418072R0PUL	-
150703	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017244	0000	CNOC3526418072R0PYL	-
150705	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017238	0000	CNOC3526418072R0PVL	-
150706	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017242	0000	CNOC3526418072R0PZL	-
150707	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017240	0000	CNOC3526418072R0PSL	-
150708	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017355	0000	CNOKU78971618716ALGL	-
150710	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017343	0000	CNOKU78971618732AF3M	-
150711	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017344	0000	CNOKU78971618732AF3M	-
150822	TC Pending Trade In	"20"" LCD FP MONITOR DELL	1017446	0000	MX0C9536466347513WS	-
150849	TC Pending Trade In	"20"" LCD FP MONITOR DELL	1017418	0000	MX0C9536466347522M1S	-
150866	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017919	0000	CNOKU78971618759GGL7	-
150874	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017930	0000	CNOKU78971618759GGN3	-
150879	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017931	0000	CNOKU78971618759GGME	-
150888	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017813	0000	CNOKU7897161875HGA15	-
150889	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017829	0000	CNOKU7897161875HGA1A	-
150890	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017815	0000	CNOKU7897161875HG893	-
150892	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017831	0000	CNOKU7897161875HGA1C	-
150893	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017797	0000	CNOKU7897161875HGA1B	-
150894	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017799	0000	CNOKU7897161875HGA17	-
150895	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017801	0000	CNOKU7897161875HG900	-
150898	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017806	0000	CNOKU7897161875HGA19	-
150903	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017820	0000	CNOKU7897161875HG901	-
150904	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017784	0000	CNOKU7897161875HG945	-
150906	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017788	0000	CNOKU7897161875HG909	-
150909	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017791	0000	CNOKU7897161875HGA1E	-
150910	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017823	0000	CNOKU7897161875HG897	-
150911	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017793	0000	CNOKU7897161875HG898	-
150912	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017761	0000	CNOKU7897161875HG839	-
150914	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017763	0000	CNOKU7897161875HGA2Z	-
150917	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017765	0000	CNOKU7897161875HGA8J	-
150918	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017817	0000	CNOKU7897161875HGA8C	-
150919	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017767	0000	CNOKU7897161875HGA8B	-
150922	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017771	0000	CNOKU7897161875HGA7W	-
150924	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017773	0000	CNOKU7897161875HGAAP	-
150925	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017775	0000	CNOKU7897161875HGA83	-
150926	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017777	0000	CNOKU7897161875HGA82	-
150927	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017779	0000	CNOKU7897161875HG497	-
150928	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017781	0000	CNOKU7897161875HGA4U	-
150930	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017827	0000	CNOKU7897161875DGAAT	-
150936	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1017978	0000	CNOKU7897161	-
150939	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017941	0000	CNOKU7897161875HC110	-
150947	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017983	0000	CNOKU78971618759GJ7	-
150950	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017987	0000	CNOKU7897161875MGH44	-
150951	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017985	0000	CNOK47897161875MGH4M	-
150953	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018199	0000	CNOKU7897161875KCF7	-
150956	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018252	0000	CNOKU7897161875KCF7AU	-
150957	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017302	0000	CNOKU7897161875RCAXG	-
150959	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018104	0000	CNOKU7897161875RCAXA	-
150960	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018097	0000	CNOKU7897161875RCAX7	-
150962	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018106	0000	CNOKU7897161875RCDA6	-
150964	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018101	0000	CNOKU7897161875RCAX2	-
150974	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018245	0000	CNOKU7897161875SBNQ3	-
150993	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018310	0000	CNOKU7897161875SBNQ3	-
150996	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018208	0000	CNOKU7897161875SBNQP	-
150997	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018206	0000	CNOKU7897161875SBNQH	-
151001	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1018500	0000	CNOKU78971618769BFS5	-
151005	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1018320	0000	CNOKU7897161876LGCLS	-
151018	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1017950	0000	CNOKU7897161876PCGWS	-
151037	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019430	0000	CNOKU7897161877BBBE4	-
151038	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019432	0000	CNOKU78971618775CEVZ	-
151062	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019183	0000	CNOKU7897161878RAEKZ	-
151063	TC Pending Trade In	"17"" STD CRT MONITOR DELL	1019047	0000	CN0XD042618073E0033	-
151074	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019148	0000	CNOKU7897161878EG971	-
151076	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1019156	0000	CNOKU7897161878G6GKM	-
151087	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019302	0000	CNOKU7897161878FCB0Z	-
151088	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019300	0000	CNOKU7897161878FCB10	-
151089	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019301	0000	CNOKU7897161878FCB11	-
151149	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1020246	0000	CNOKU7897161878AGABAC	-
151212	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1019775	0000	CNOKU7897161878AGAAQM	-
151218	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1019801	0000	CNOKU7897161878AG976	-
151219	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1019802	0000	CNOKU7897161878AGA465	-
151242	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1020379	0000	CNOKU7897161878AGA018	-
151255	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019982	0000	CNOKU7897161878AAAE9F	-
151256	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019985	0000	CNOKU7897161878AAAE9G	-
151257	TC Pending Trade In	"17"" FLAT PANEL MONITOR DELL	1019986	0000	CNOKU7897161878AAAE9T	-
151307	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1020000	0000	CNOKU7897161878APAGB0	-
151308	TC Pending Trade In	"17"" LCD FP MONITOR DELL	1020002	0000	CNOKU7897161878APAH81	-

Updated 10-18-12 at 4:00pm

151355	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1020364	0000	CNOKU789716187APAH4	-	-
151467	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1020745	0000	CNOKU789716187B3ADFJ	-	-
151533	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1020941	0000	CNOKU789716187CNCDD04	-	-
151537	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1020994	0000	CNOKU789716187CNCDD0H	-	-
151541	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1020997	0000	CNOKU789716187CNCCEAE	-	-
151549	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021005	0000	CNOKU789716187CNCCE0B	-	-
151562	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021010	0000	CNOKU789716187CNCCE05	-	-
151563	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021011	0000	CNOKU789716187CNCFC1Q	-	-
151573	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021018	0000	CNOKU789716187CNCDDZZ	-	-
151577	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021021	0000	CNOKU789716187CNCDD3Q	-	-
151594	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021034	0000	CNOKU789716187CNCDD39	-	-
151620	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021241	0000	CNOKU7897161881ME791	-	-
151623	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1021222	0000	CNOKU7897161881ME439	-	-
151627	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021253	0000	CNOKU7897161881ME779	-	-
151805	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1021919	0000	CN0FP8167426181L23GL	-	-
152999	TC Pending Trade In	LATITUDE D830 CORE 2 DUO T7500 2.20GHZ (222-7944)	1022437	0000	49CSLG1	1,831.50	-
153001	TC Pending Trade In	LATITUDE D830 CORE 2 DUO T7500 2.20GHZ (222-7944)	1022439	0000	89CSLG1	1,831.50	-
153019	TC Pending Trade In	COMPUTER OPTX755 4GB RAM DELL	1022581	0000	HJ8HTG1	920.00	-
153020	TC Pending Trade In	COMPUTER OPTX755 4GB RAM DELL	1022575	0000	3K8HTG1	920.00	-
153022	TC Pending Trade In	COMPUTER OPTX755 4GB RAM DELL	1022576	0000	5K8HTG1	920.00	-
153023	TC Pending Trade In	COMPUTER OPTX755 4GB RAM DELL	1022577	0000	6K8HTG1	920.00	-
153057	TC Pending Trade In	LAPTOP LATITUDE D630	1022749	0000	BSG47H1	1,720.80	-
155053	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1022574	0000	CNOKU7897161885LG484	-	-
155065	TC Pending Trade In	*17*** LCD FP MONITOR DELL	1022631	0000	CNOC552H728728665K8L	-	-
155098	TC Pending Trade In	*DELL 17*** LCD FP MONITOR	1022838	0000	CNOC552H72872876467L	-	-
155152	TC Pending Trade In	*17*** LCD MONITOR DELL	1023440	0000	CNOC552H7287287A1POS	-	-
155163	TC Pending Trade In	*19*** FLAT PANEL MONITOR DELL	1023553	0000	CNOC552H728728661RWL	-	-
155164	TC Pending Trade In	*19*** FLAT PANEL MONITOR DELL	1023550	0000	CNOC552H72872866454L	-	-
155176	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1023938	0000	CNOC552H72872890CKC	-	-
155284	TC Pending Trade In	*17*** LCD MONITOR DELL	1024311	0000	CNOC182J74445935707S	-	-
155324	TC Pending Trade In	*17*** LCD MONITOR DELL	1024666	0000	CNOC182J7444591GAW7L	-	-
155328	TC Pending Trade In	*17*** LCD MONITOR DELL	1024826	0000	CNOC182J74445925AZRL	-	-
155350	TC Pending Trade In	*17*** LCD MONITOR DELL	1024843	0000	CNOC182J74445924ARYL	-	-
155355	TC Pending Trade In	*17*** LCD MONITOR DELL	1024845	0000	CNOC182J7444591GBQDL	-	-
155429	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1024636	0000	CNOC182J7444593BA48	-	-
155439	TC Pending Trade In	*17*** LCD MONITOR DELL	1024449	0000	CNOC182J7444593J531S	-	-
155440	TC Pending Trade In	*17*** LCD MONITOR DELL	1024450	0000	CNOC182J7444593J421S	-	-
155662	TC Pending Trade In	*17*** LCD MONITOR DELL	1025306	0000	CNOC182J7444595NDL2S	-	-
155664	TC Pending Trade In	*17*** LCD MONITOR DELL	1025310	0000	CNOC182J7444595NDL4S	-	-
155671	TC Pending Trade In	*17*** LCD MONITOR DELL	1025443	0000	CNOC182J7444595ND7PS	-	-
155733	TC Pending Trade In	*17*** LCD MONITOR DELL	1025805	0000	CNOC182J7444597FDBNS	-	-
155758	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1025830	0000	CNOC182J7444597D987S	-	-
155803	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1026386	0000	CNOC182J7444598L923U	-	-
155814	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1026376	0000	CNOC182J7444598L919U	-	-
155824	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1026302	0000	CNOC182J7444598L851U	-	-
155827	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1026405	0000	CNOC182J7444598L82NU	-	-
155850	TC Pending Trade In	*17*** FLAT PANEL MONITOR DELL	1026370	0000	CNOC182J7444598L500U	-	-
155863	TC Pending Trade In	*17*** LCD MONITOR DELL	1026422	0000	CNOC182J7444598I098S	-	-
164991	TC Pending Trade In	HP PRINTER	1034510	0000	CN83M130G7	182.00	-
165248	TC Pending Trade In	GATEWAY MONITOR	1039844	0000	MSN625N03017	-	-
165946	TC Pending Trade In	GATEWAY PC/MONITOR COMBO	1039812	0000	34598237	-	-
165947	TC Pending Trade In	GATEWAY PC/MONITOR COMBO	1039813	0000	34598232	-	-
165948	TC Pending Trade In	GATEWAY PC/MONITOR COMBO	1039814	0000	34598231	-	-
165949	TC Pending Trade In	GATEWAY PC/MONITOR COMBO	1039815	0000	34598234	-	-
165950	TC Pending Trade In	GATEWAY PC/MONITOR COMBO	1039816	0000	34598239	-	-
165951	TC Pending Trade In	GATEWAY PC/MONITOR COMBO	1039817	0000	34598233	-	-
165952	TC Pending Trade In	PRINCETON MONITOR	1039818	0000	LTAW4100728	-	-
165953	TC Pending Trade In	GATEWAY MONITOR	1039819	0000	KUL8015B0082192	-	-
165954	TC Pending Trade In	GATEWAY MONITOR	1039820	0000	MGJ6ADN06073	-	-
165955	TC Pending Trade In	GATEWAY MONITOR	1039821	0000	MWD65B0N01020	-	-
165956	TC Pending Trade In	GATEWAY MONITOR	1039822	0000	MUL5022C0123400	-	-
165957	TC Pending Trade In	DELL MONITOR	1039823	0000	MX006HRM4760518PA96H	-	-
165958	TC Pending Trade In	DELL PC	1039824	0000	HF6JTL1	-	-
165959	TC Pending Trade In	GATEWAY PC	1039825	0000	36559823	-	-
165960	TC Pending Trade In	GATEWAY PC	1039826	0000	36729306	-	-
165961	TC Pending Trade In	COMPINENTAL PC	1039827	0000	97245702	-	-
165962	TC Pending Trade In	COMPINENTAL PC	1039828	0000	97245715	-	-
165963	TC Pending Trade In	GATEWAY PC	1039829	0000	27174243	-	-
165964	TC Pending Trade In	HP LASERJET 3800 PRINTER	1039830	0000	CNJB08402	-	-
165965	TC Pending Trade In	HP DESKJET 6122	1039831	0000	MY29A2B1C1	-	-
165966	TC Pending Trade In	HP DESKJET 890C	1039832	0000	US78012085	-	-
165967	TC Pending Trade In	GATEWAY LAPTOP	1039833	0000	33247082	-	-
165968	TC Pending Trade In	GATEWAY LAPTOP	1039834	0000	40544792	-	-
165969	TC Pending Trade In	TOSHIBA LAPTOP	1039835	0000	X2337562K	-	-
165970	TC Pending Trade In	DELL LAPTOP	1039836	0000	CN04P24048643354572	-	-
150985	TC Pending Trade In	17" FP MONITOR DELL	1040185	0	CNOKU789716187BNF4	-	-
125198	TC Pending Trade In	HP DESKJET PRINTER	1040527	0	TH37C141F6	-	-
165983	TC Pending Trade In	17" PHILLIPS COLOR MONITOR	1040528	0	CX000433494582	-	-



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 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:**

Consider and take appropriate action on the District Attorney's Fiscal Year 2012 Chapter 59 Asset Forfeiture Report.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Chapter 59.06 of the Code of Criminal Procedure requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, receipt and specific expenditure of all such proceeds and property in an audit. The audit is to be performed annually by the Commissioners Court or governing body of a municipality, as appropriate, and completed on a form provided by the Office of the Attorney General.

## **STAFF RECOMMENDATIONS:**

The staff recommends approval.

## **ISSUES AND OPPORTUNITIES:**

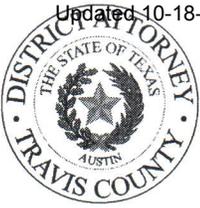
N/A

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

## **REQUIRED AUTHORIZATIONS:**

The report was audited by the Travis County Auditor's Office.



**Rosemary Lehmborg** ☆ **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 12, 2012 *Vicki Skinner for Rosemary Lehmborg*

**SUBJECT:** FY2012 Chapter 59 Asset Forfeiture Report by Attorney Representing the State

The District Attorney's Office requests approval of the FY2012 Chapter 59 Asset Forfeiture Report.

Chapter 59.06 of the Code of Criminal Procedure requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, forfeiture, receipt and specific expenditure of all such proceeds and property in an audit. The audit is to be performed annually by the Commissioners Court or governing body of a municipality, as appropriate, and completed on a form provided by the Office of the Attorney General. The attached report was audited by the Travis County Auditor's Office.

cc: Jim Connolly, Assistant County Attorney  
David Jungerman, Auditor's Office

**FY 2012 Chapter 59 Asset Forfeiture Report  
by Attorney Representing the State**

Agency Name:	Travis County District Attorney	Reporting Period: 9/1/11-8/31/12 (example: 9/1/11- 08/31/12)
Name of Attorney Representing the State (Printed):	Rosemary Lehmborg	
Agency Mailing Address:	P.O. Box 1748 Austin, TX 78767	
Phone Number:	512-854-9400	
County:	Travis	
Email Address:	district.attorney@co.travis.tx.us	This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO THE NEAREST WHOLE DOLLAR

I.	<b>SEIZED FUNDS (Funds that have been seized, but not yet been awarded to your agency by the judicial system)</b>
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A)	Beginning Balance: <b>Instructions:</b> Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. <b>Do not</b> include funds that are in an account held by another agency, e.g. a police department's account.	\$ 1,598,819
B)	Ending Balance: <b>Instructions:</b> Include total amount of seized funds on hand (in your agency's possession) at the end of reporting period including interest. <b>Do not</b> include funds that are in an account held by another agency, e.g. a law enforcement account.	\$ 776,838

II.	<b>FORFEITED FUNDS (Funds awarded to your agency by the judicial system)</b>
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A)	Beginning Balance: <b>Instructions:</b> Include total amount of forfeited funds that have been forfeited <b>to your agency</b> and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. <b>Do not</b> include funds that have been forfeited but have not yet been received by your agency.	\$ 663,653
B)	Ending Balance: <b>Instructions:</b> Total amount of forfeited funds that have been forfeited <b>to your agency</b> and are on hand (in your agency's account or in your agency's possession) at the end of the reporting period including interest. <b>Do not</b> include funds that have been forfeited but have not yet been received by your agency.	\$ 930,709

III.	<b>SEIZURES DURING REPORTING PERIOD</b>
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	A) Amount Seized By Employees of Your Agency: <b>Instructions:</b> Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	\$ 242,000
	B) Forfeiture Petitions Filed For All Agencies You Represent: <b>Instructions:</b> Enter the <b>total amount</b> of seized funds for which forfeiture petitions were filed during the reporting period. (This should be a currency amount, for example \$1,000).	\$ 690,499*

	C) Property: <b>Instructions:</b> List the number of items seized for the following categories:	
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\*This total also includes the \$242,000 from line A

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Seized by your agency during reporting period:					
New petitions filed for all agencies during reporting period:					
Forfeited to your agency during reporting period:					

IV.	<b>FORFEITED FUNDS RECEIVED DURING REPORTING PERIOD</b>
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	Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	\$ 352,571
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V.	<b>LACK OF LOCAL AGREEMENT:</b>
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	Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59.06 (a)):	0
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VI.	<b>FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY</b> <b>Instructions:</b> Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.	
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A)	Motor Vehicles (the number of vehicles, not a currency amount):	0
B)	Real Property (the number of separate parcels of property, not a currency amount):	0
C)	Computers (the number of computers, not a currency amount):	0
D)	Firearms (the number of firearms, not a currency amount):	0
E)	Other (the number of items, not a currency amount):	0

VII.	<b>FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY</b> <b>Instructions:</b> Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.	
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	A)	Motor Vehicles (the number of vehicles, not a currency amount):	0
	B)	Real Property (the number of separate parcels of property, not a currency amount):	0
	C)	Computers (the number of computers, not a currency amount):	0
	D)	Firearms ( the number of firearms, not a currency amount):	0
	E)	Other (the number of items, not a currency amount):	0

VIII.		<b>EXPENDITURES</b> <b>Instructions:</b> This category is for <b>Chapter 59 expenditures SOLELY for law enforcement purposes or for the official purpose of your office</b> - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.		
	A)	<b>SALARIES</b>		
		1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$	
		2. Salary Budgeted Solely From Forfeited Funds:	\$ 57,721	
		3. Number of Employees Paid Using Forfeiture Funds:	1	
		<b>TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:</b>		\$ 57,721
	B)	<b>OVERTIME</b>		
		1. For Employees Budgeted by Governing Body:	\$	
		2. For Employees Budgeted Solely out of Forfeiture Funds:	\$	
		3. Number of Employees Paid Using Forfeiture Funds:		
		<b>TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:</b>		\$ 0
	C)	<b>EQUIPMENT</b>		
		1. Vehicles:	\$	
		2. Computers:	\$	
		3. Firearms, Vests, Personal Equipment:	\$	
		4. Furniture:	\$	

		5.	Software:	\$	
		6.	Maintenance Costs:	\$	
		7.	Uniforms:	\$	
		8.	K9 Related Costs:	\$	
		9.	Other (Provide Detail on Additional Sheet): (Pager Rentals)	\$	2,709
			<b>TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:</b>		<b>\$ 2,709</b>
	D)		<b>SUPPLIES</b>		
		1.	Office Supplies:	\$	3,638
		2.	Cellular Air Time :	\$	428
		3.	Internet:	\$	
		4.	Other (Provide Detail on Additional Sheet) :	\$	
			<b>TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:</b>		<b>\$ 4,066</b>
	E)		<b>TRAVEL</b>		
		1.	<b>In State Travel</b>		
			a) Transportation:	\$	
			b) Meals & Lodging:	\$	
			c) Mileage:	\$	
			d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$	
			Total In State Travel	\$	0
		2.	<b>Out of State Travel</b>		
			a) Transportation:	\$	2,545
			b) Meals & Lodging:	\$	970
			c) Mileage:	\$	26
			d) Incidental Expenses (Any other travel expense not included on a, b, or c above):	\$	75
			Total Out of State Travel	\$	3,616
			<b>TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:</b>		<b>\$ 3,616</b>

	F)		<b>TRAINING</b>		
		1.	Fees (Conferences, Seminars):	\$	
		2.	Materials (Books, CDs, Videos, etc.):	\$	
		3.	Other (Provide Detail on Additional Sheet): (Professional Memberships)	\$ 2,750	
			<b>TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS</b>		\$ 2,750
	G)		<b>INVESTIGATIVE COSTS</b>		
		1.	Informant Costs:	\$	
		2.	Buy Money:	\$	
		3.	Lab Expenses:	\$	
		4.	Other (Provide Detail on Additional Sheet) :	\$	
			<b>TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:</b>		\$ 0
	H)		<b>TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE</b>		
		1.	Total Prevention/Treatment Programs (pursuant to 59.06 (h), (I), (j)):	\$	
		2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$	
			<b>TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE (pursuant to Articles 59.06 (h), (I), (j), (n), (o)):</b>		\$ 0
	I)		<b>FACILITY COSTS</b>		
		1.	Building Purchase:	\$	
		2.	Lease Payments:	\$	
		3.	Remodeling:	\$	
		4.	Maintenance Costs:	\$	
		5.	Utilities:	\$	
		6.	Other (Provide Detail on Additional Sheet):	\$	
			<b>TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:</b>		\$ 0
	J)		<b>MISCELLANEOUS FEES</b>		
		1.	Court Costs:	\$ 76	

	2.	Filing Fees:	\$ < 75>	
	3.	Insurance:	\$	
	4.	Witness Fees:	\$ 2,013	
	5.	Audit Costs and Fees:	\$	
	6.	Other (Provide Detail on Additional Sheet):	\$ 176	
		<b>TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:</b>		\$ 2,190
	K)	PAID TO OR SHARED WITH COOPERATING AGENCY:		\$ 0
	L)	TOTAL OTHER PAID OUT OF CHAPTER 59 FUNDS (provide detailed descriptions on additional sheet(s) and attach to this report):		\$ 15,130
	M)	TOTAL EXPENDITURES:		\$ 88,182

**BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE  
CERTIFICATIONS MUST BE COMPLETED**

NOTE: ART. 59.06(g)(1) requires the Commissioners Court to perform the audit.

CERTIFICATION

I swear or affirm that the Commissioners Court has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

COUNTY JUDGE (Printed Name):	Samuel T. Biscoe
SIGNATURE:	
COUNTY:	Travis
DATE:	

CERTIFICATION

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all

information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

ATTORNEY REPRESENTING THE STATE (Elected Official) (Printed Name):	Rosemary Lehmborg
SIGNATURE:	
DATE:	10-15-12

**RETURN COMPLETED FORM TO:**

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, October 23, 2012  
**Prepared By/Phone Number:** Deece Eckstein, 854-9754  
**Elected/Appointed Official/Dept. Head:** Deece Eckstein, 854-9754  
**Commissioners Court Sponsor:** Judge Biscoe

### AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENTS TO THE HOUSING AUTHORITY OF TRAVIS COUNTY, TEXAS, BOARD OF COMMISSIONERS, INCLUDING:

- A. ADOPT PROCEDURE AND TIMETABLE FOR HOUSING AUTHORITY APPOINTMENT PROCESS; AND,
- B. APPROVE HOUSING AUTHORITY APPLICATION PACKET FOR DISTRIBUTION TO INTERESTED PARTIES.

### BACKGROUND/SUMMARY OF REQUEST:

Housing Authority of Travis County Board of Commissioners:

- Five appointments by the Court
- Staggered two-year terms
- Two terms proposed to expire December 31, 2012
- Subject to the Uniform Appointment Process

### STAFF RECOMMENDATIONS: IGR recommends that the Court:

1. Set December 31 as the expiration date of all two-year terms on the HATC Board of Commissioners, with two terms to expire on December 31, 2012, and three to expire on December 31, 2013.
2. Approve the process and application packet for appointing two members to the HATC Board of Commissioners for terms to run from January 1, 2013 to December 31, 2014, and issue a Call for Applications.

**ISSUES AND OPPORTUNITIES:** The Travis County Commissioners Court makes five appointments to the **Housing Authority of Travis**

**County (HATC) Board of Commissioners.**<sup>1</sup> Appointments are for two years, and there is no limit on the amount of terms an appointee may serve.<sup>2</sup> Appointments to the HATC are governed by the Uniform Appointment Process adopted by the Court on March 6, 2012.

Over the last several years, HATC appointments have been made on an *ad hoc* basis, with the result that there is no uniform date range for appointments. IGR recommends that the Court adopt a uniform term for appointments, commencing on January 1 of one year and expiring on December 31 of the following year.

The current members of the HATC and their dates of appointment are included as Attachment A. Two commissioners were appointed at least nine years ago. IGR recommends that their terms be designated to expire on December 31, 2012, and that the Court initiate the process of recruiting and selecting commissioners to fill those vacancies by December 31, 2012.

IGR further recommends that the Court designate the terms of the other three members to expire on December 31, 2013.

At least one commissioner must be “a tenant of a public housing project over which the county housing authority has jurisdiction.”<sup>3</sup> There are no other statutory prerequisites for service as a commissioner.

Enclosed are the following:

1. Attachment A – Current roster of HATC members, with previous dates of appointment and proposed date for conclusion of their current terms
2. Attachment B – Proposed process and timetable for HATC Call for Applications, interview and selection of two Board Commissioners
3. Attachment C – Proposed public information and outreach process for Call for Applications
4. Attachment D – Proposed Applicant Documents for HATC Board of Commissioners appointments

<sup>1</sup> TEX LOCAL GOVT CODE. §392.032.

<sup>2</sup> TEX LOCAL GOVT. CODE §392.034(a).

<sup>3</sup> TEX. LOCAL GOVT. CODE §392.0331(c). The current tenant member is Willie S. Anderson, whose term is proposed to expire on December 31, 2013.

**FISCAL IMPACT AND SOURCE OF FUNDING:** No fiscal impact.

**REQUIRED AUTHORIZATIONS:** None.

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Craig Alter

Executive Director, Housing Authority of Travis County, Texas

Phone: 480-8245, x15

Email: [craig@hatctx.com](mailto:craig@hatctx.com)

Leslie Browder

County Executive, Planning and Budget

Phone: 854-8679

Email: [Leslie.Browder@co.travis.tx.us](mailto:Leslie.Browder@co.travis.tx.us)

Sherri Fleming

County Executive, Health and Human Services & Veterans Services

Phone: 854-4581

Email: [Sherri.Fleming@co.travis.tx.us](mailto:Sherri.Fleming@co.travis.tx.us)

## ATTACHMENT A

### Housing Authority of Travis County, Texas Board of Commissioners

Name	Appointing Authority	Date(s) of Appointment	Current Term Expiration Date	Proposed Term Expiration Date
Willie S. Anderson	Court Appointment	5/31/2011	5/31/2013	12/31/2013
Melvin Wrenn	Court Appointment	10/13/1998	8/31/1999	12/31/2012
Sarah Dale Anderson	Court Appointment	10/26/2010 reappointed 1/24/2012	8/31/2013	12/31/2013
Philip W. Barnes	Court Appointment	9/8/2009 reappointed 10/25/2011	9/30/2013	12/31/2013
Richard Moya	Court Appointment	7/1/2003	7/31/2005	12/31/2012

## ATTACHMENT B

**TRAVIS COUNTY COMMISSIONERS COURT  
HOUSING AUTHORITY OF TRAVIS COUNTY, TEXAS  
BOARD OF COMMISSIONERS APPOINTMENTS  
Proposed Process and Timetable**

- |                             |  |
|-----------------------------|--|
| October 23                  | Commissioners Court adopts selection process for HATC Board of Commissioners appointments and issues call for applications   |
| November 30                 | Deadline for submission of applications  |
| December 3 -<br>December 10 | Commissioners Court members reviews all applications, narrows down list of candidates to interview   |
| December 11                 | Commissioners Court decides whether to interview a short list of finalists, identifies them  |
| December 13                 | Commissioners Court work session interviews with finalists (if necessary) <ul style="list-style-type: none"><li>• 45-minute interviews with each candidate</li><li>• Prepared list of questions to be asked of each candidate</li><li>• Open, but untelevised, session</li></ul> |
| December 18                 | Commissioners Court selects two appointees to HATC Board of Commissioners for terms running from January 1, 2013 until December 31, 2014.  |

## ATTACHMENT C

Once the Commissioners Court approves the process, the call for applications to the HATC will be disseminated in at least the following ways:

1. Legal notices will be posted in at least one newspaper of general circulation in Travis County for two consecutive weeks.
2. Information about the appointment will be put on the County website, along with a link to the application packet in PDF format.
3. The County will issue a media release with information about the position and seek earned media coverage of the impending vacancy and the Court's effort to fill it.

Here is proposed language for the legal notice:

Travis County is seeking applications from qualified individuals to serve on the Board of Commissioners of the Housing Authority of Travis County, Texas. Two appointments to the Board of Commissioners become available on January 1, 2013. Members serve for a term of two years.

The Housing Authority of Travis County (HATC) exists to provide safe, decent and sanitary housing for low income families in Travis County. The Board of Commissioners meets on a regular basis, usually at least monthly with more frequent meetings called as necessary. The Travis County Commissioners Court is seeking qualified applicants familiar with one or more of the following: accounting principles, spreadsheet/ledgers, development/construction, property management, social services, nonprofit organizations, strategic planning, or affordable/public housing.. More information about the HATC is available at <http://www.hatctx.com/index.html>.

For further information about the appointments process, or to obtain an electronic copy of the application packet, please call Deece Eckstein at (512) 854-9754 or email [IGR@co.travis.tx.us](mailto:IGR@co.travis.tx.us).

**ATTACHMENT D**

**TRAVIS COUNTY  
COMMISSIONERS COURT**

Appointment to the

**HOUSING AUTHORITY OF  
TRAVIS COUNTY, TEXAS  
BOARD OF COMMISSIONERS**

Proposed Application Documents  
Wednesday, October 17, 2012  
For Court Consideration and Action on  
Tuesday, October 23, 2012

# **Travis County Commissioners Court**



## **APPLICATION PACKET**

**for**

**Appointment to the  
Housing Authority of  
Travis County, Texas  
Board of Commissioners**

**October 23, 2012**

October 23, 2012

TO: Potential Applicants

FROM: Travis County Commissioners Court

SUBJECT: **Travis County Housing Authority Board of Commissioners  
Application Process, Timeline and Application**

Attached is the Travis County Housing Authority Board of Commissioners Application Packet. Included in the packet are:

1. a description of the history and mission of the Housing Authority;
2. a summary of the qualifications the County is seeking in its appointees; and
3. an application form.

**The deadline for receipt of completed applications is  
4:00 p.m. on Friday, November 30, 2012.**

Applications may be submitted to:

Travis County Commissioners Court  
Attn: Intergovernmental Relations Office  
700 Lavaca, Suite 360  
Austin, Texas 78701

Applications may also be submitted electronically in PDF format to:

[IGR@co.travis.tx.us](mailto:IGR@co.travis.tx.us)

Electronic copies of this packet can be requested by calling Deece Eckstein at (512) 854-9754 or emailing [Deece.Eckstein@co.travis.tx.us](mailto:Deece.Eckstein@co.travis.tx.us). Also, paper copies of the application packet can be picked up at the IGR Office address noted above.

## **Call for Applications to the Housing Authority of Travis County, Texas Board of Commissioners**

The Travis County Commissioners Court is seeking applications from qualified individuals to serve on the Board of Commissioners of the Housing Authority of Travis County, Texas. Two appointments to the Board of Commissioners become available on January 1, 2013. These two appointees will serve for a term of two years, from January 1, 2013 through December 31, 2014.

The Housing Authority of Travis County, Texas (HATC) exists to provide safe, decent and sanitary housing for low income families in Travis County. The HATC currently operates and maintains 105 HUD public housing units and authorizes the issuance of over 568 housing choice vouchers.

The primary duties of the HATC Board of Commissioners are as to:

- Hire, oversee and annually evaluate the performance of the agency's executive director;
- Deliberate and approve the annual operating budget;
- Regularly review and implement modifications to the HATC Policy Manual;
- Obtain the services of a qualified audit company to perform an external audit of finances and operations and retain all findings as public record;
- Maintain a standing finance committee to review all regular financial records and propose actions to the board with recommended actions at regular monthly meetings;
- Annually elect board officers and establish agency goals during annual meetings; and
- Attend local, regional and national training and conventions sponsored by housing organizations (TALHFA, NAHRO, HUD, NMHC, etc.).

The Board of Commissioners meets on a regular basis, usually at least monthly with more frequent meetings called as necessary. Meetings last as long as four hours. The Travis County Commissioners Court is seeking qualified applicants who will participate actively in the work of the Board and dedicate their time, talent and energy to the mission of the Housing Authority. In particular, the Court is looking for applicants familiar with one or more of the following: accounting principles, spreadsheet/ledgers, development/construction, property management, social services, nonprofit organizations, strategic planning, or affordable/public housing.

More information about the HATC is available at <http://www.hatctx.com/index.html>.

**TRAVIS COUNTY  
HOUSING AUTHORITY OF TRAVIS COUNTY, TEXAS  
BOARD OF COMMISSIONERS  
APPOINTMENT APPLICATION**

**(Applications must be submitted in this format. Please do not retype or reformat.)**

<b>Name:</b>		
<b>Spouse's Name:</b>		
<b>Home Telephone #</b>	<b>Work Telephone #</b>	<b>Fax #</b>
<b>Email Address</b>		<b>Cellular # (Optional)</b>
<b>Present Job title &amp; job description:</b>          		
<b>Profession:</b>		
<b>Home Address</b> (STREET/P.O. BOX, CITY, STATE, ZIP)		<b>Employer and Employer's Address</b>
<b>County:</b>		

**EDUCATION/TRAINING:**

<b>High School or equivalent (G.E.D.)</b>	
<b>Undergraduate School:</b>	<b>Year Graduated:</b>
<b>Graduate School:</b>	<b>Year Graduated:</b>
<b>Licenses/Certifications:</b>	<b>Year Obtained:</b>

**Name:**

**EMPLOYMENT AND CAREER HISTORY (include administrative and finance experience):**

**CURRENT PROFESSIONAL MEMBERSHIPS:**

**PUBLIC SERVICE (include participation in local, state, and federal governmental processes):**

**Name:**

**CIVIC PARTICIPATION:**

**COMMUNITY LEADERSHIP ROLES:**

**COMMUNITY-BASED HOUSING EXPERIENCE AND/OR KNOWLEDGE:**

**NOTE: PLEASE ATTACH A RESUME.**

**TRAVIS COUNTY  
HOUSING AUTHORITY OF TRAVIS COUNTY, TEXAS  
BOARD OF COMMISSIONERS  
APPOINTMENT APPLICATION**

Name:					
Date of Birth	Driver's License # or DPS I.D. #	<u>Are you a U.S. Citizen</u> <input type="checkbox"/> Yes <input type="checkbox"/> No			
Ethnicity: (Optional)	<input type="checkbox"/> White	<input type="checkbox"/> African-American	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian	Other: _____

**CERTIFICATION OF APPLICANT**

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of a fact may result in my disqualification for appointment. I assign and hereby give Travis County full authority to conduct background investigations pertinent to this application.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Return completed application and attachments via mail to:  
Travis County Commissioners Court  
Attention: Intergovernmental Relations Office  
700 Lavaca Street, Suite 360  
Austin, Texas 78701

Or via email to [IGR@co.travis.tx.us](mailto:IGR@co.travis.tx.us).



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/23/2012

**Prepared By/Phone Number:** Michael G Hemby – TCSO - 44924

**Elected/Appointed Official/Dept. Head:** Sheriff Greg Hamilton

**Commissioners Court Sponsor:** Judge Sam Biscoe

**AGENDA LANGUAGE:** Consider and approve Amendment No. Ten to the Memorandum of Understanding ("MOU") Relating to Security for the Combined Transportation, Emergency & Communications Center ("CTECC"), extending the scope of work for the Travis County Sheriff's Office through FY13. (TCSO )

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Contract amendment number ten of the security services contract wherein TCSO provides for site security for the CTECC facility.

### STAFF RECOMMENDATIONS:

Annual renewal and update. Recommended for approval.

### ISSUES AND OPPORTUNITIES:

### FISCAL IMPACT AND SOURCE OF FUNDING:

Funding level not to exceed 1,019,236.00 for this fiscal year.

### REQUIRED AUTHORIZATIONS:

Item has been reviewed and approved by Co Atty James Connolly.

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



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MAKR SAWA  
Major - Administration & Support

**Date:** October 16, 2012  
**To:** Travis County Commissioners Court  
**From:** Michael G Hemby 783, Planning Manager   
**Subject:** FY13 CTECC Security MOU – Amendment Number 10

**Proposed Motion:**

Approve Amendment No. Ten to the Memorandum of Understanding ("MOU") Relating to Security for the Combined Transportation, Emergency & Communications Center ("CTECC"), extending the scope of work for the Travis County Sheriff's Office through FY13.

**Summary & Recommendation:**

Under the existing security MOU with the City of Austin, TCSO law enforcement has provided security services to CTECC since FY03. All parties and stakeholders to this agreement are satisfied with the each other's performance and desire the continuation of this arrangement.

This is a revenue-generating contract for Travis County. TCSO, with the concurrence and cooperation of Travis County Emergency Services ("TCES") and County representatives on the CTECC Operating Board, recommends approving the proposed motion.

The FY13 security not to exceed budget level for the CTECC program is \$1,019,236.00, an amount that adequately supplements TCSO's personnel costs in providing services for around-the-clock protection of the site, facility, related systems, and personnel. This rate and budget was approved by the CTECC governing board for FY 2013 in July of 2012 in accordance with estimates given to the board.

The security MOU is structured to automatically renew on an annual basis. However, amendments to this agreement are routinely necessary to reflect the updated scope of work each fiscal year.

There appear to be no issues or concerns with approving the recommended action by TCSO personnel or either the governing or operating board.

**Attachment:**

Amendment No. 10 to the CTECC Security MOU (Three Originals)

Cc:

County Attorney – Jim Connolly

County Auditor – Beth Blankenship

PBO – Travis Gatlin

TCSO Finance – Paul Matthews



*Safety, Integrity, Tradition of Service*

Amendment Number Ten to the  
Memorandum of Understanding Relating to Security Services  
Contract No. N110000001  
for the  
Combined Transportation, Emergency & Communications Center

This Amendment Number Ten to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2012. The new term will begin on October 1, 2012 for 12 months. There are three remaining options.

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the new fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth in this amendment and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the new fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2012, is deleted and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2013.
- 2.0 The amount for security services in FY2013 shall not exceed \$1,019,236.
- 3.0 The effective date of this Amendment Number Ten is October 1, 2013.

EXECUTED as of the latest date set forth below:

City of Austin

By: \_\_\_\_\_

Marc Ott  
City Manager

Date: \_\_\_\_\_

Travis County, Texas

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

AND

By: \_\_\_\_\_

Greg Hamilton  
Travis County Sheriff

Date: \_\_\_\_\_

Attachment I, CTECC Security Services Scope of Work for FY 2013

Attachment I

Security Services and Scope of Work for the  
Combined Transportation, Emergency & Communications Center (CTECC)

FY2013

Travis County Sheriff's Office (TCSO) will continue to provide security services for CTECC as per this Security Services and Scope of Work that includes, but is not necessarily limited to, the following:

Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;

Staff CTECC badging workstation, as needed, with Officers trained in its use;

Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;

Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;

Inform and work with the CTECC General Manager concerning any security or facility problem that may arise or potentially arise;

Ensure around-the-clock security coverage by providing at least two TCSO Officers on site twenty-four hours a day, seven days a week.

The CTECC Operations & Maintenance budget for security during this annual period

is in the following amount:

-(5675) Security Services by TCSO LE                      Not to Exceed    \$1,019,236.

\* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Joelene Hemphill 854-5628

**Elected/Appointed Official/Dept. Head:** Estela P. Medina 854-7069

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on Amendment Number Eleven to the interlocal agreement between Travis County, the Travis County Juvenile Board, and the Austin Independent School District to continue the Truancy Court Project for the 2012-2013 fiscal year.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The Truancy Court Project was established in fiscal year 2002 as part of a collaborative and coordinated approach to address, reduce and prevent truancy and has been renewed by all parties annually. The Truancy Court is designed to provide quick intervention to chronic truants at the student's home school. It provides for supervision, referrals to community services and regular review of a student's progress toward reduced truancy.

The original agreement for the Truancy Court among Travis County, the Travis County Juvenile Board and the Austin Independent School District addressed project operations and responsibilities of the project partners as well as project funding. The renewal, Amendment Number Eleven with AISD is substantially the same as the prior year's agreement with AISD and provides for the same level of funding to the project as last fiscal year.

Amendment Number Eleven to the interlocal agreement has been approved by the Travis County Juvenile Board and the AISD Board of Trustees.

### **STAFF RECOMMENDATIONS:**

Travis County Juvenile Probation recommends approval of the amendment to the interlocal agreement.

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

## **ISSUES AND OPPORTUNITIES:**

Approval of this amendment to the interlocal agreement continues the partnership with AISD that allows for the creation of a specialized court within Travis County to assist with the truancy issues of 4 middle schools within Travis County, the City of Austin and AISD.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

This amendment to the interlocal agreement provides funding for the Truancy Court in the amount of \$97,411.

Please note, the Truancy Court also receives funding by a transfer from the General Fund. The District Attorney also provides in-kind services through a prosecutor that supports the program.

## **REQUIRED AUTHORIZATIONS:**

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

AMENDMENT NUMBER ELEVEN  
TO THE TRUANCY COURT PROJECT AGREEMENT BETWEEN  
TRAVIS COUNTY, THE TRAVIS COUNTY JUVENILE BOARD AND THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT

This Amendment Number Eleven ("Amendment Eleven") to the Truancy Court Project is entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the Austin Independent School District ("AISD"), hereinafter collectively referred to as the "Parties," pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in February of 2002 the Parties entered into an Agreement for the Truancy Court Pilot Project (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, the Parties entered into Amendment Ten to the Agreement for the period October 1, 2011, through September 30, 2012; and,

WHEREAS, in Amendment Ten the Parties agreed to delete all references to the word "Pilot" within the Agreement and hereinafter make reference only to the Truancy Court Project; and,

WHEREAS, from October 1, 2011, to the date of this Amendment Eleven, the Parties have continued to operate the Truancy Court Project without formal written amendment of the Agreement to extend its terms; and,

WHEREAS, the Parties now desire to ratify and approve the extension of the Agreement from October 1, 2012, through September 30, 2013, and to provide funding for such term.

NOW, THEREFORE, in consideration of the above premises, the Parties hereby ratify and approve this Amendment Number Eleven to the Agreement as follows:

1. The Agreement is extended for an additional one-year period, from October 1, 2012, through September 30, 2013 (the "FY 2013 Term").
2. AISD agrees to provide funding to COUNTY in the amount of \$97,411 for the services provided by the TCJB from October 1, 2012, through September 30, 2013. COUNTY shall invoice AISD on a quarterly basis and invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of the Truancy





# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012 Executive Session  
**Prepared By:** Greg Chico **Phone #:** ext. 44659  
**Division Director/Manager:** Steven M. Manilla, P.E.

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR  
**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a counter-offer received from Mayfield Village Ltd. for sale of real property and various easements required for transportation-related improvements as part of the Tuscany Way South Roadway Improvement Project in Precinct One.  
 (Note 2: EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, REAL PROPERTY).

**BACKGROUND/SUMMARY OF REQUEST:**

**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

**CC:**

Steve Sun, P.E.	Acting Public Works	TNR	854-9383
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	Director		
Chiddi N'Jie, P.E.	Project Manager	TNR	854-9383
Greg Chico	Right-of-Way Manager	TNR	854-4659
Dee Heap	Right-of-Way Negotiator	TNR	854-7647

**SM:GC:gc**

**3105 - Public Works/ROW- Tuscany Way South / Mayfield Village, Ltd.**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012 Executive Session  
**Prepared By:** Greg Chico **Phone #:** ext. 44659  
**Division Director/Manager:** Steven M. Manilla, P.E.

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR  
**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a counter-offer received from 1825 Development, Inc. for sale of a Temporary Construction Easement (parcel #1TE), needed for transportation-related work as part of the Tuscany Way South Roadway Improvement Project in Precinct One.  
 (Note 2: EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, REAL PROPERTY).

**BACKGROUND/SUMMARY OF REQUEST:**

**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

**CC:**

Steve Sun, P.E.	Acting Public Works	TNR	854-9383
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	Director		
Chiddi N'Jie, P.E.	Project Manager	TNR	854-9383
Greg Chico	Right-of-Way Manager	TNR	854-4659
Dee Heap	Right-of-Way Negotiator	TNR	854-7647

**SM:GC:gc**

**3105 - Public Works/ROW- Tuscany Way South / 1825 Development, Inc.**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012, Executive Session

**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, PBO, 854-9106

**Sponsoring Court Members:** Judge Biscoe

A handwritten signature in black ink, appearing to read "Roger El Khoury".

Handwritten initials "JB" in black ink.

### AGENDA LANGUAGE:

Receive briefing and take appropriate action regarding lease issues at 700 Lavaca with BullionDirect, Inc., (Exec Session Gov't Code Ann 551.071 & 551.072).

### BACKGROUND/SUMMARY OF REQUEST:

Travis Reality Corp (Landlord), and BullionDirect, Inc., (Tenant) entered into a lease on March 12, 2009 for the rental of 7,480 rentable square feet on the Lower Level of the 700 Lavaca Building. This lease was amended on May 20, 2009 to modify the lease term. The lease will expire on October 31, 2014, but does have one five year option to extend. Mr. Charles McAllister, President and CEO of BullionDirect requested Commissioner Court consent to change a clause of his lease. This request is at Attachment One.

### STAFF RECOMMENDATIONS:

FMD recommends the Commissioners Court indicate their consent to the request from BullionDirect, Inc., to change the usage clause in Paragraph 5 of the lease.

### ISSUES AND OPPORTUNITIES:

Facilities Management Department has consulted with Mr. Hille of the County Attorney's office and will be prepared to discuss this request. The request will not result in any change in revenue or space assignment.

### FISCAL IMPACT AND SOURCE OF FUNDING:

No impact.

### ATTACHMENTS/EXHIBITS:

1. Mr. McAllister Request, October 4, 2012

### REQUIRED AUTHORIZATIONS:

John Hille, County Attorney's Office, 854-9642



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Elizabeth Montgomery, 854-3124

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

**AGENDA LANGUAGE:** Consultation with County Attorney and take appropriate action regarding Mutual Release of Claims with Graebel affiliated companies for 700 Lavaca Building moves. (Executive Session pursuant to Gov't Code Ann. 551.071).

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A**

**STAFF RECOMMENDATIONS: N/A**

**ISSUES AND OPPORTUNITIES: N/A**

**FISCAL IMPACT AND SOURCE OF FUNDING: N/A**

**REQUIRED AUTHORIZATIONS:**

John Hille, County Attorney, 854-9513

Nicki Riley, County Auditor, 854-9125

Jose Palacios, County Auditor, 854-9125

Cyd Grimes, County Purchasing Agent, 854-9700

Bonnie Floyd, County Purchasing, 854-9700



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Commissioners Court Minutes for the Voting Sessions of September 25 and October 2, 2012 and the Special Voting Session of September 28, 2012.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

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



# Minutes for the Travis County Commissioners Court Tuesday, September 25, 2012 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on September 25, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., 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

## Public Hearings

1. Receive comments on Fiscal Year 2013 budget and tax rate for 2012 tax year. (Action Items # 14 and 13, respectively)

**MOTION:** Open the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)  
 Jessica Rio, Budget Director, PBO  
 Leroy Nellis, Transition Budget Director, PBO  
 Gus Peña, Travis County Resident  
 Thelma Riley, Administrative Associate, Human Resources Management Department (HRMD)  
 Tim Jones, Samsung Semiconductor, Vice Chair, Clean Air Force  
 Dr. John K. Kim, Travis County Resident  
 Justine Blackmore-Hlista, Mayor, Village of Volente  
 Ronnie Gjemre, Travis County Resident  
 Tonya Mills, Planning Manager, Criminal Justice Planning (CJP)

**MOTION:** Close the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

2. Receive public comments regarding a request from HID Global Corporation for financial incentives and an Economic Development Agreement.

**MOTION:** Open the Public Hearing.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Margaret J. Gómez, Commissioner  
**SECONDER:**       Karen L. Huber, Commissioner  
**AYES:**             Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:

Leslie Browder, County Executive, PBO  
Gus Peña, Travis County Resident  
Emily Timm, Travis County Resident  
Phillip Lawhon, Travis County Resident  
Dr. John K. Kim, Travis County Resident  
Ronnie Gjemre, Travis County Resident  
Dave Porter, Greater Austin Chamber of Commerce  
Alan Miller, Workforce Solutions  
Kevin Teehan, HID Global Corporation

**MOTION:**           Close the Public Hearing.  
**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Samuel T. Biscoe, Judge  
**SECONDER:**       Margaret J. Gómez, Commissioner  
**AYES:**             Biscoe, Davis, Eckhardt, Huber, Gómez

### **Citizens Communication**

Members of the Court heard from:

Gus Peña, Travis County Resident  
John Goldstone, Travis County Resident  
Dr. John K. Kim, Travis County Resident  
Ronnie Gjemre, Travis County Resident

### **Special Item**

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

**RESULT:**           **ADDED TO CONSENT**

*Clerk's Note: The Court without objection lifted the prohibition against outdoor burning on recommendation from the Travis County Fire Marshal.*

### **Introduction**

4. Introduction of Elizabeth Winn, Assistant County Attorney.

Members of the Court heard from:

James Collins, Senior Chief Deputy, Travis County Attorney's Office  
Elizabeth Winn, Assistant County Attorney

**RESULT:**           **DISCUSSED**

## Resolutions and Proclamations

5. Approve Proclamation designating October 1 through 14, 2012 as "The Twelfth Annual Bi-National Health Week" throughout Travis County. (Commissioner Gómez)

Members of the Court heard from:

Rosalba Ojeda, Consul General de Mexico  
Annie Crawford, Coordinator, Ventanilla de Salud

**MOTION:** Approve the Proclamation in Item 5.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

6. Consider and take appropriate action on Proclamation declaring October 2012 as "Domestic Violence Awareness Month" in Travis County.

Members of the Court heard from:

Greg Hamilton, Travis County Sheriff  
Caryl Colburn, Director, Counseling and Education services (CES)  
Deputy Wright, Constable Precinct 2  
Heather Bellino, Texas Advocacy Group

**MOTION:** Approve the Proclamation in Item 6.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

7. Approve Resolution recognizing the Central Texas Chapter of the National Forum for Black Public Administrators for hosting the State of Texas' regional conference in Travis County on October 25, 2012.

Members of the Court heard from:

Deborah Britton, Division Director, Travis County Health and Human Services and Veterans Services (TCHHS&VS), and President, National Forum for Black Public Administrators  
Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Approve the Resolution in Item 7.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Planning and Budget Dept. Items

8. Consider and take appropriate action on budget amendments, transfers and discussion items.

**RESULT:** **NOT NEEDED**

9. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
  - a. Annual contract with the Office of the Attorney General, State of Texas to continue the Statewide Automated Victim Notification Service Program in the Information Technology Services Department;
  - b. Annual contract with the Office of the Governor Criminal Justice Division for the Family Violence Accelerated Prosecution Program in the County Attorney's office;
  - c. Annual contract with the Texas Department of Family and Protective Services for the Title IV-E Legal Administration Program in the District Attorney's office;
  - d. New contract with the Office of the Governor, Criminal Justice Division, for funds to evaluate the Travis County Criminal Court's Indigent Defense System;
  - e. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Child Abuse Victim Services Personnel Grant in the Travis County Sheriff's Office;
  - f. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Juvenile Accountably Block Grant Local Assessment Center Program within Juvenile Probation;
  - g. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Residential Substance Abuse Treatment Program within Juvenile Probation;
  - h. Annual contract with Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program within Juvenile Probation;
  - i. Annual contract with the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment for the Juvenile Treatment Drug Court Program within Juvenile Probation; and
  - j. Permission to use General Fund operating budget to continue the Parenting in Recovery Program in Health and Human Services until a contract can be fully executed.

**RESULT:           ADDED TO CONSENT**

10. 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 \$1,255,762.81 for the period of September 7 to September 13, 2012.

**RESULT:           ADDED TO CONSENT**

11. Consider and take appropriate action on the following items for Human Resources Management Department:
  - a. Proposed routine personnel amendments;
  - b. Non-routine request from Sheriff's Office for a variance to Travis County Code §10.03002, General Overview for Determining Pay Policy; and

- c. Non-routine request from Transportation and Natural Resources, consider and approve seven revised job descriptions and one new job description.

**RESULT: ADDED TO CONSENT**

- 12. Consider and take appropriate action on Fiscal Year 2013 Budget Rules.

Members of the Court heard from:

Diana Ramirez, Senior Budget Analyst, PBO  
Jessica Rio, Budget Director, PBO

**MOTION:** Approve the proposed Fiscal Year 2013 Budget Rules.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- 13. Consider and take appropriate action on order setting the Travis County tax rates for the year beginning January 1, 2012:

- a. Total Maintenance and Operations tax rate;

Members of the Court heard from:

Barbara Wilson, Assistant County Attorney  
Jessica Rio, Budget Director, PBO  
Dr. John K. Kim, Travis County Resident  
Ronnie Gjemre, Travis County Resident

**MOTION:** That property taxes be increased by the adoption of an ad valorem tax rate of 42.17 cents for maintenance and operations, which is effectively a 3.2% increase in the tax rate, and that the ad valorem tax rate of 42.17 cents for each \$100 valuation of all taxable property is hereby levied for the current tax year for general operation purposes.

**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

- b. Total debt service tax rate; and

**MOTION:** That there is hereby levied for the current tax year an ad valorem tax rate of 7.84 cents for each \$100 valuation of all taxable property for debt service to provide sinking funds and to pay interest on the outstanding debt issuances, which include both bond issues and certificates of obligation.

**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- c. Total County ad valorem tax rate.

**MOTION:** That the two components of the Travis County tax rate for the current year having been approved in this order, property taxes are increased by the adoption of an ad valorem tax rate of 42.17 cents for maintenance and operations, and a tax rate of 7.84 cents for debt

service, and there is hereby levied for the current year a total ad valorem tax rate of 50.01 cents for each \$100 valuation of all taxable property.

**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

14. Consider and take appropriate action on order approving the Travis County Budget for Fiscal Year 2013.

Members of the Court heard from:  
Leslie Browder, County Executive, PBO

**MOTION:** Approve the Fiscal Year 2013 Budget.  
**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

15. Consider and take appropriate action on order designating the regular meeting days of the Commissioners Court of Travis County during Fiscal Year 2013.

Members of the Court heard from:  
Jessica Rio, Budget Director, PBO

**MOTION:** Designate Tuesday of each week as the regular meeting day for Commissioners Court.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

16. Consider and take action on an order authorizing the issuance of Travis County, Texas, Limited Tax Refunding Bonds, Series 2012; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; authorizing the execution and delivery of a Bond Purchase Agreement and an Escrow Agreement; approving the official statement; and enacting other provisions relating thereto.

Members of the Court heard from:  
Jessica Rio, Budget Director, PBO  
Ladd Pattillo, Travis County Financial Advisor  
Glen Opel, Bond Counsel, Vinson and Elkins

**MOTION:** Approve Item 16.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

*Items 16 and 17 are associated with one another and were called for concurrent discussion.*

17. Consider and take action on an order authorizing the issuance of Travis County, Texas, Limited Tax Refunding Bonds, Taxable Series 2012; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; authorizing the execution and delivery of a Bond Purchase Agreement and an Escrow Agreement; approving the official statement; and enacting other provisions relating thereto.

**MOTION:** Approve Item 17.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Items 16 and 17 are associated with one another and were called for concurrent discussion.  
Please refer to Item 16 for a summary of the action taken by the Court.*

18. 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 September 28 through 30, 2012.

**RESULT:** **PULLED**

19. Receive an update, and consider and take appropriate action regarding the 700 Lavaca Building cafeteria.

Members of the Court heard from:

Leslie Browder, County Executive, PBO  
John Carr, Division Manager, Facilities Management  
Skip Walker, representing Hoovers  
Ed Davis, representing Luby's  
Doris Zagst, Building Manager, 700 Lavaca Street  
John Hille, Assistant County Attorney

**MOTION:** Approve Staff recommendation in Item 19 and award the contract to Luby's for Fiscal Year 2013 with annual renewal reviews.  
**RESULT:** **APPROVED [4 TO 1]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**NAYS:** Ron Davis

*Clerk's Note: The Court noted that Sentinel Real Estate Corporation will oversee the contract.*

### **Justice and Public Safety Items**

20. Consider and take appropriate action on holdover and Amendment Four to Agreement between City of Austin and Travis County for Emergency Medical Services.

**RESULT:** **ADDED TO CONSENT**

21. Consider and take appropriate action on the Mutual Agreement to terminate the 1994 Mutual Aid Agreement between Travis County and the City of Austin.

**RESULT:           ADDED TO CONSENT**

**Purchasing Office Items**

22. Approve Interlocal Agreement No. 4400001128 for Texas Agrilife Extension Service to provide wildlife damage management services.

**RESULT:           ADDED TO CONSENT**

23. Approve contract award for records storage boxes, IFB No. 1208-002-JR, to the low bidder, Paige Company.

**RESULT:           ADDED TO CONSENT**

24. Approve Modification No. 5 to Contract No. 4400000795, (H.T.E. No. PS100110DW), Austin/Travis County Reentry Round Table, to provide professional program development for formerly incarcerated persons in the community.

**RESULT:           ADDED TO CONSENT**

25. Approve Modification No. 3 to Contract No. 4400000596, (H.T.E. No. PS000246JW) New Encounters Residential Treatment Center, Inc., for the provision of residential treatment services.

**RESULT:           ADDED TO CONSENT**

26. Approve Memorandum of Understanding Contract No. 4400001130 for the National Forum for Black Public Administrators to provide assistance with the Pride 2012 Conference.

**RESULT:           ADDED TO CONSENT**

27. Consider and take appropriate action on the following for stop loss insurance coverage:

- a. Reject proposals received for RFP No. P120214-SW, stop loss insurance;
- b. Approve twelve-month extension (Modification No. 1) to Contract No. 4400000211 (HTE Contract No. 12T00054EC), to Sun Life Assurance Company of Canada, for stop loss insurance coverage; and
- c. Increase the individual stop loss deductible from \$225,000 to \$250,000.

**RESULT:           ADDED TO CONSENT**

28. Approve twelve-month extension (Modification No. 4) to Contract No. 4400000168 (HTE Contract No. 11T00204OJ), Falcon Insurance Agency, Inc., for aviation insurance coverage.

**RESULT:           ADDED TO CONSENT**

29. Approve twelve-month extension (Modification No. 2) to Contract No. 4400001092 (HTE Contract No. 10T00123OJ), Union Security Insurance Company, for dental services.

**RESULT:           ADDED TO CONSENT**

30. Approve twelve-month extension (Modification No. 4) to Contract No. 4400000044 (HTE Contract No. 09T00207OJ), Wageworks, Inc., for administration of the flexible spending plan.

**RESULT:           ADDED TO CONSENT**

31. Approve twelve-month extension (Modification No. 11) to Contract No. 4400000007 (HTE Contract No. 02T00038OJ), Unum Life Insurance Company, for basic life and accidental death and dismemberment insurance.

**RESULT:           ADDED TO CONSENT**

32. Approve twenty four-month extension (Modification No. 6) to Contract No. 4400001100 (HTE Contract No. 06T00061OJ), Life Insurance Co. of North America, supplemental employee life and AD&D coverage; dependent life coverage; employee spouse life coverage; retiree and retiree spouse life coverage; stand-alone accidental death and dismemberment coverage; short term disability and long term disability coverage for Travis County employees, retirees and dependents.

**RESULT:           ADDED TO CONSENT**

33. Approve the following twelve-month extensions to Contract No. 4400000006 (H.T.E. Contract No. 02T00005OJ), United Healthcare Services, Inc.:

- a. Modification No. 16 for Administrative Services Agreement;
- b. Modification No. 12 for Cobra Administrative Services Agreement; and
- c. Modification No. 12 for Customer Reporting System Internet Access Agreement for Travis County employees, retirees, and their dependents.

**RESULT:           ADDED TO CONSENT**

34. Approve contract award for Fiscal Year 2012 HMAO Overlay Program, IFB No. 1207-003-JE to the low bidder Apac of Texas, Inc., (Wheeler Companies) for groups A, B, C, D, E, G and add Alternates E1 and G1.

**RESULT:           ADDED TO CONSENT**

35. Consider and take appropriate action on request to renew list of certain Health and Human Services and Veterans Services social service contracts which expire September 30, 2012.

**RESULT:           ADDED TO CONSENT**

36. a. Approve contract awards for telecom equipment, IFB No. B120198-JH, to the following lowest bidders:

- 1. Tigerdirect Corporation: Lot 2 – Plantronics and Lot 4 Miscellaneous;
- 2. Call One Inc.: Lot 3 - Northern Telecom/Meridian Equipment; and

- b. Reject all bids for Lot 1 – Cisco.

**RESULT:           ADDED TO CONSENT**



43. Consider and take appropriate action to execute a Memorandum of Understanding with the Austin Free-Net to place computers in the Travis County's Health and Human Services and Veterans Service Community Centers, starting with Palm Square.

**RESULT:           ADDED TO CONSENT**

#### **Other Items**

44. Consider and take appropriate action on orders designating Election Day and early voting polling places for the November 6, 2012 joint general and special elections.

**RESULT:           ADDED TO CONSENT**

45. Consider and take appropriate action on Election Services Agreements to conduct elections for Austin Community College, Barton Springs/Edwards Aquifer Conservation District, Travis County Healthcare District d/b/a Central Health and Southeast Travis County MUD 1 and 2.

**RESULT:           ADDED TO CONSENT**

46. Consider and take appropriate action on recommendation to replace members to the Compensation Committee:

- a. Appoint Nicki Riley to replace Susan Spataro; and
- b. Appoint Tanya Acevedo to replace Joe Harlow.

**RESULT:           POSTPONED**

**Reset for: 10/2/2012**

#### **Executive Session Items**

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

47. Consultation with County Attorney, appoint Commissioners Court representative for mediation and/or take appropriate action in Cause No. D-1-GN-11-001312; Merilee Peterson v. Travis County, Texas, et al., in the 250th Judicial District, Travis County Texas.<sup>1 and 3</sup>

*Judge Biscoe announced that Item 47 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.*

**MOTION:** Authorize mediation and ask Human Resources to join the Constable Precinct Three Office and the County Attorney's Office in representing Travis County.



**Added Items**

- A1. Consultation with County Attorney and take appropriate action on a Development Agreement regarding land along Gilleland Creek and the Colorado River in Precinct One. (Executive Session Pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

*Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Indicate the Commissioners Court's intention to take final action on this item on October 9, 2012, and authorize Staff to post the appropriate notice and notify individuals who have been actively involved in the matter.

**RESULT:** **APPROVED [4 TO 0]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

**ABSTAIN:** Ron Davis

**Minutes approved by the Commissioners Court**

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Date of Approval

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Samuel T. Biscoe, Travis County Judge



# Minutes for the Travis County Commissioners Court Friday, September 28, 2012 Special 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 September 28, 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	Absent
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Agenda Items

1. Consider and take appropriate action on claims and budget transfers for 2012 Fiscal Year end.

**MOTION:** Pay the claims and make the investments in Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Sarah Eckhardt

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge



# Minutes for the Travis County Commissioners Court Tuesday, October 2, 2012 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

## Call to Order

Meeting called to order on October 2, 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, Chasity Sandoval, 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	Absent

## Citizens Communication

Members of the Court heard from:  
Gus Peña, Travis County Resident  
Dr. John Kim, Travis County Resident  
Ronnie Gjemre, Travis County Resident

## Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:  
Hershel Lee, Fire Marshal

**RESULT: DISCUSSED**

*Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.*

## Resolutions and Proclamations

2. Consider and take appropriate action on a Proclamation for the 29th annual National Night Out event on October 2, 2012.

Members of the Court heard from:  
Zainab Banks, Deputy, Travis County Sheriff's Office (TCSO)  
Phyllis Clair, Major, TCSO

**MOTION:** Approve the Proclamation in Item 2.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

3. Consider and take appropriate action on a Proclamation declaring October 7 through 13, 2012 as "Fire Prevention Week" in Travis County.

Members of the Court heard from:  
Hershel Lee, Fire Marshal

**MOTION:** Approve the Proclamation in Item 3.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

4. Consider and take appropriate action on a Resolution to the Texas Department of Agriculture in support of a grant for Meals on Wheels and More.

Members of the Court heard from:  
Dan Pruett, Executive Director, Meals on Wheels and More.

**MOTION:** Approve The Resolution in Item 4.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

### Justice and Public Safety Items

5. Consider and take appropriate action regarding an Interlocal Agreement between Travis County and City of Austin related to funds available from Capital Area of Governments under Rule 251.3 of the Texas Health and Safety Code.

**RESULT:** **ADDED TO CONSENT**

### Purchasing Office Items

6. Approve Modification No. 2 to Contract No. 4400000680 (H.T.E. No. PS080006VR), Providence Service Corporation of Texas, for psychiatric and counseling services for the Collaborative Opportunities for Positive Experience Program Mental Health Program and Families.

**RESULT:** **ADDED TO CONSENT**

7. Approve Modification No. 5 to Contract No. 4400000018 (H.T.E. No. 07AE0019JW), HNTB Corp, for Frate-Barker Road improvements.

**RESULT:** **ADDED TO CONSENT**

8. Approve Modification No. 5 to Contract No. 4400000635 (H.T.E. No. PS030292JW), Rockdale Regional Juvenile Justice Center, for residential treatment services.

**RESULT:           ADDED TO CONSENT**

9. Reject all bids received for IFB No. B120189-PS, Travis County Correctional Complex B140 roof replacement project.

**RESULT:           ADDED TO CONSENT**

10. Approve Contract No. 4400001096, Michelle Moore, Sexual Assault Nurse Examiner services, to provide forensic examinations for sexual assault victims and suspects.

**RESULT:           ADDED TO CONSENT**

11. Declare one refrigerator trailer as surplus property and donate to the Brown Santa Program, a non-profit civic organization, pursuant to Section 263.152(A)(4) of the Texas Local Government Code.

**RESULT:           ADDED TO CONSENT**

12. Approve Modification Nos. 25 and 26 to Contract No. 4400000562 (H.T.E. No MA960322), Easy Access, Inc., for tax office computer system.

**RESULT:           ADDED TO CONSENT**

13. Consider and take appropriate action on the following items:

- a. Order exempting the purchase of patient cardiac monitors/defibrillators for StarFlight from Zoll Medical Corporation from the competitive procurement process pursuant to Section 262.024(A)(7)(A) of the County Purchasing Act; and
- b. Pursuant to Section 263.152 of the Texas Local Government Code, declare Physio-Control Lifepak 12 cardiac monitors as surplus property and authorize same as trade-in on new equipment.

**RESULT:           ADDED TO CONSENT**

14. Consider and take appropriate action on the following items:

- a. Order exempting the purchase of patient ventilators for StarFlight from Carefusion from the competitive procurement process pursuant to Section 262.024(A)(7)(A) of the County Purchasing act; and
- b. Pursuant to Section 263.152 of the Texas Local Government Code, declare Pulmonetics LTV 1000 ventilators as surplus property and authorize same as trade-in on new equipment.

**RESULT:           ADDED TO CONSENT**

**MOTION:           Reconsider Items 14.a-b.**

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Samuel T. Biscoe, Judge  
**SECONDER:**       Ron Davis, Commissioner  
**AYES:**            Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:**          Margaret J. Gómez

*Clerk's Note: The County Judge noted that Items 14.a-b will be reposted when they are ready.*

#### **Transportation and Natural Resources Dept. Items**

15. Consider and take appropriate action to adopt the 2011 Hazard Mitigation Plan update for Travis County.

**RESULT:**           **ADDED TO CONSENT**

16. Consider and take appropriate action on a request to approve an Interlocal Cooperation Agreement between the Lost Creek Municipal Utility District and Travis County for the Lost Creek sidewalk improvements project located in Precinct Three. (Commissioner Huber)

**RESULT:**           **ADDED TO CONSENT**

#### **Health and Human Services Dept. Items**

17. Receive update regarding the Rapid Anticonvulsant Medication Prior To Arrival Trial Study - a comparison of two FDA approved treatments for seizures.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)

Dr. T.J. Milling, Researcher, University Medical Center at Brackenridge

Ronnie Gjemre, Travis County Resident

**RESULT:**           **DISCUSSED**

18. Consider and take appropriate action on request to authorize the expenditure of \$1,000 on training for Coming of Age nonprofit agency partners.

**RESULT:**           **ADDED TO CONSENT**

19. Consider and take appropriate action on revenue contracts with Boys and Girls Club of the Austin Area, Cedars International Academy and the Texas Empowerment Academy for after school enrichment services provided through the Texas Agrilife Extension Office.

**RESULT:**           **ADDED TO CONSENT**

#### **Planning and Budget Dept. Items**

20. Consider and take appropriate action on budget amendments, transfers and discussion items.

**RESULT:**           **ADDED TO CONSENT**

21. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
  - a. Annual Contract with the Office of the Governor, Criminal Justice Division, to continue the Travis County Eagle Resource Program in the Juvenile Probation Department;
  - b. New contract with the Office of the Governor, Criminal Justice Division, for the Trauma Informed Assessment and Response Program in the Juvenile Probation Department; and
  - c. Permission to use general fund operating budget to continue the Parenting in Recovery Program in Health and Human Services until a contract can be fully executed.

**RESULT:           ADDED TO CONSENT**

22. 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 \$1,542,453.05 for the period of September 14 to September 20, 2012.

**RESULT:           ADDED TO CONSENT**

23. Consider and take appropriate action on proposed routine personnel amendments.

**RESULT:           ADDED TO CONSENT**

24. Consider and take appropriate action on annual Brown Santa 5K, Kid's K and Decker Challenge on Sunday, December 9, 2012.

**RESULT:           ADDED TO CONSENT**

25. Consider and take appropriate action on request for financial incentives for HID global. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

*Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann 551.087, Economic Development Negotiations.*

Members of the Court heard from:

- Leslie Browder, County Executive, Planning and Budget Office (PBO)
- Gregorio Casar, Workers Defense Project
- Dave Porter, Greater Austin Chamber of Commerce
- Maria Muñoz, Travis County Resident
- Mike Hasler, Assistant Administrative Director, McCombs School of Business, University of Texas at Austin
- Margo Dover, Executive Director, SkillPoint Alliance
- Cathy Paulson, Corporate Training Solutions, Austin Community College (ACC)
- Luke McCracken, Manpower Employment Solutions
- Dave Porter, Greater Austin Chamber of Commerce
- Kevin Teehan, HID Global
- Kimberly Marquardt, HID Global
- Phillip Lawhon, Electrician's Union
- Eva Marroquin, Travis County Resident
- Maria Meyers, Student, Construction Careers Center
- David Ford, Associated Builders and Contractors
- Jeff Santori, Laborers Construction Career Center

**MOTION:** Approve the proposed key terms for an economic development agreement with HID Global Corporation, that we authorize Staff to negotiate the specifics and to work with the County Attorney's Office to prepare an appropriate contract.  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner

**SUBSTITUTE MOTION:** Move forward with negotiations with this term sheet but add to it that we require that HID employees are paid at a minimum of \$11.00, as Travis County's are, and contracted labor for construction has a wage floor of a prevailing wage under Davis/Bacon or higher.  
**MOVER:** Sarah Eckhardt, Commissioner

*Clerk's Note: The Substitute Motion died for lack of a Second.*

*Clerk's Note: The Court voted on the Standing Motion.*

**RESULT:** **APPROVED [3 TO 1]**  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber  
**NAYS:** Sarah Eckhardt  
**ABSENT:** Margaret J. Gómez

#### Other Items

26. Approve order to direct depositing salary fund monies into the general fund of Travis County.

**RESULT:** **ADDED TO CONSENT**

27. Consider and take appropriate action on request for contract renewal and funding for Clean Air Force.

Members of the Court heard from:

Jon White, Division Director, Environmental Quality, Transportation and Natural Resources (TNR)

Tim Jones, Representative, Vice Chairman, CLEAN AIR Force of Central Texas

Deanna Altenhoff, Executive Director, CLEAN AIR Force of Central Texas

Tom Weber, Environmental Program Manager, TNR

Gus Peña, Travis County Resident

**MOTION:** Approve the request for \$10,000.00 for Fiscal Year 2013, with funding coming from the Allocated Reserve.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Karen L. Huber, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber

**ABSENT:** Margaret J. Gómez

## Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

28. Consider and take appropriate action on request for financial incentives related to Project Cardinal.<sup>5</sup>

*Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.*

**RESULT: DISCUSSED** **Reset for: 10/9/2012**

29. Consultation with County Attorney and take appropriate action regarding Circuit of the Americas and Formula One.<sup>1</sup>

**RESULT: NOT NEEDED**

30. Receive briefing from the County Attorney and take appropriate action regarding the County Attorney's enforcement activities concerning violations of development regulations in the Mountain View subdivision.<sup>1</sup>

**RESULT: PULLED**

31. Consider and take appropriate action on employment and duties of County Executive for Emergency Services.<sup>3</sup>

*Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.*

**MOTION:** Approve the request in Item 31.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber

**ABSENT:** Margaret J. Gómez

## Consent Items

Members of the Court heard from:

Ronnie Gjemre, Travis County Resident

Dr. John Kim, Travis County Resident

**MOTION:** Approve the following Consent Items: C1–C2, C4.  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

C1. Receive bids from County Purchasing Agent

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve the Commissioners Court Minutes for the Voting Sessions of September 4, 11 and 18, 2012

C4. Approve the setting of a public hearing on October 16, 2012 to receive comments regarding a request to close Bullick Hollow Road nightly (9:00 p.m. through 6:00 a.m., Sunday through Thursday) between RM 620 and Oasis Bluff Drive from October 29, 2012 to May 31, 2013 in Precinct two. (Commissioner Eckhardt)

**MOTION:** Approve Item C3.  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSTAIN:** Sarah Eckhardt  
**ABSENT:** Margaret J. Gómez

**MOTION:** Approve the following Agenda Items 5, 6, 7, 8, 9, 10, 11, 12, 13.a–b, 14.a–b, 15, 16, 18, 19, 20, 21.a–c, 22, 23, 24, and 26 on Consent.  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. Gómez

#### Added Items

1. Consider and take appropriate action regarding lease agreement with Riggs, Aleshire, and Ray, P.C. at 700 Lavaca Building. (Executive Session pursuant to Tex. Gov't Code Section 551.072, Real Property)

*Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.072, Real Property.*

**RESULT: DISCUSSED**

**Reset for: 10/9/2012**

## **Minutes approved by the Commissioners Court**

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 23, 2012

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

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

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

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, November 13, 2012 to receive comments regarding a request to authorize the filing of an instrument to release the non-disturbance easements located over and across several sections of The Overlook Estates, Phase One subdivision – Precinct Three.

## **BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to release the non-disturbance easements located over and across several sections of The Overlook Estates, Phase One subdivision. The easements to be vacated are schematically shown on the plat. The property owners of the subdivision will then re-dedicated the non-disturbance easements in its new configuration by separate instrument. The streets of this subdivision are not maintained by Travis County.

Professional Engineer Ric Thompson has stated that:

"4) Much of the current non-disturbance easement is lumped into single large areas where portions do not receive significant run-off (in this person's Opinion) from proposed development. And in other areas, the width of the buffer dedicated is excessive for the amount of potential development drainage to that location.

5) The proposed plan removes extra "thickness" to the dedicated non-disturbance easements (area still remains down slope to receive run-off from the same area) and then, in compensation, adds area to lots that currently have no area dedicated.

6) The new areas dedicated will receive run-off before it is concentrated in the streets and routed to points of even further concentration prior to release to the native drainage features thus providing, in this person's opinion, improved treatment of the run-off."

After review of the submitted request and recommendation, staff has no objections to this vacation request. Staff foresees no opposition to this request.

**STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

**ISSUES AND OPPORTUNITIES:**

According to the request letter, the proposed replacement easement meets or exceeds what would have been allowed under Barton Creek Watershed Ordinance regulations. This re-configuration should give property owners more room on the affected lots for future improvements and the installation of on-site sewage facilities without encroaching on the subject easements.

The City of Austin's environmental staff has been involved in this process and consents to this re-configuration of the subject easements.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Release Order
- Request Letter
- Engineer's Letter
- CoA's consent
- Re-dedication of non-disturbance
- Sketch
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
Teresa Calkins	Engineer	Development Services	854-7569

**CC:**

Stacey Scheffel	Program Manager	TNR - Permits	854-7565

**SM:AB:ps**  
**1101 - Development Services - Overlook Estates, Phase 1**

**RELEASE OF NON-DISTURBANCE EASEMENT**

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

WHEREAS, a Non-Disturbance Easement was dedicated by the plat The Overlook Estates Phase I (the "Subdivision") as recorded in Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas; and

WHEREAS, the Non-Disturbance Easement purpose is to preserve the watershed and to recharge the aquifer as provided by §13-3-307, Code of the City of Austin as amended; and

WHEREAS, the current Non-Disturbance Easement area is located across a number of lots in the Subdivision in a manner which does not maximize its intended purpose to receive sheet flow runoff to the non-disturbance buffer zone areas for pollutant removal in the vegetative buffer areas; and

WHEREAS, the owners of all lots in the Subdivision desire to dedicate a replacement non-disturbance easement to the City of Austin and Travis County, Texas across lots in the Subdivision to more effectively implement the purpose for which the non-disturbance easement was dedicated by plat as evidenced by their application to the Commissioner's Court and the tender of a replacement non-disturbance easement;

NOW, THEREFORE, the Travis County Commissioner's Court does hereby release the non-disturbance easement recorded by the plat of The Overlook Estates Phase I, as recorded in Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas.

**TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas**

**By: \_\_\_\_\_  
          Samuel T. Biscoe, County Judge**

**Date: \_\_\_\_\_**

LAW OFFICE OF TERRENCE L. IRION

COPY

1250 S. Capital of Texas Highway, Suite 601  
13 Cielo Center, Suite 601  
Austin, Texas 78746

Terrence L. Irion  
Attorney at Law  
(512) 347-9977  
(512) 306-8903-FAX  
tirion@tirionlaw.com

August 9, 2012

VIA EMAIL: [teresa.calkins@co.travis.tx.us](mailto:teresa.calkins@co.travis.tx.us)  
Ms. Teresa Calkins  
Travis County TNR  
411 W. 13<sup>th</sup> Street  
Austin, Texas 78701

VIA EMAIL: [chuck.lesniak@austintexas.gov](mailto:chuck.lesniak@austintexas.gov)  
Mr. Chuck Lesniak  
Environmental Officer  
City of Austin  
505 Barton Springs Road  
Austin, Texas 78704

Re: The Overlook Estates Phase I / Non-Disturbance Easement

Dear Teresa and Chuck:

I represent all owners of record of lots in The Overlook Estates Phase I. Reference is made to my letter to Teresa Calkins dated February 2, 2011 requesting vacation of the Non-Disturbance Easement dedicated by the plat of The Overlook Estates Phase I, recorded in Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas.

As you will recall, Ms. Calkins advised that Travis County would not object to the relocation of these drainage easements by amending plat or vacation of the easement and dedication of a new replacement easement by separate instrument, provided the City of Austin Watershed Protection Department did not object.

After several meetings with City Attorney Mitzi Cotton and Chuck Lesniak Environmental Officer of Watershed Protection, it was determined that the City of Austin would approve a vacation of the existing plat dedicated easement and rededication of a new replacement easement by separate instrument.

Attached please find the vacation of Non-Disturbance Easement document (attached as Exhibit A) and the Non-Disturbance Easement (attached as Exhibit B) for execution and recording by separate new instrument.

My understanding is that under Title 30, easements dedicated by plat in the ETJ for which requests to release or vacate are made are handled by Travis County (854-9383) accompanied by the following:

- 1. Transmittal letter explaining history of the easement and reason for vacation (See, December 2, 2011 letter to Teresa Calkins, copy attached as Exhibit C);

2. A completed application form (submitted in conjunction with the proposed conversion to a private street, including a copy of the plat, the application checklist, the TCAD addresses and lot identification sheets, attached as Exhibit D. None of the utility service providers who signed off on that application would need to sign off on the proposed easement vacation which does not affect any utility service provider.

City of Austin sign off is evidenced by email from Chuck Lesniak to Project Engineer, Ric Thompson dated May 10, 2012, copy attached as Exhibit E, together with a sealed Engineer's Report stating the proposed replacement easement meets or exceeds what would have been allowed under Barton Creek Watershed Ordinance regulations (See, Thompson Engineering sealed report dated May 31, 2012, copy attached as Exhibit F.);

3. Non-refundable check in the amount of \$435 enclosed.
4. A copy of the plat document creating the Non-Disturbance Easement (copy attached as Exhibit G);
5. Recorded copy of Warranty Deed showing all current property owners requesting the vacation of the Non-Disturbance Easement and the rededication by separate instrument (copy attached as Exhibit H); and
6. Statement of Support for Vacation of Non-Disturbance Easement by all owners in the Subdivision. (copy attached as Exhibit I)

Accordingly the owners of all lots The Overlook Estates Phase I respectfully request vacation of the Non-Disturbance Easement and acceptance of the dedication of a replacement easement as provided herein.

Sincerely,



Terrence L. Irion

TLI:lm

Enclosures

Cc: Keith Schoenfelt  
 Michele Turnquist  
 Ric Thompson  
 Mitzi Cotton

**LAW OFFICE OF TERRENCE L. IRION**

1250 S. Capital of Texas Highway  
3 Cielo Center, Suite 601  
Austin, Texas 78746

**Terrence L. Irion**

*Attorney at Law*

(512) 347-9977

(512) 306-8903-FAX

[tirion@tirionlaw.com](mailto:tirion@tirionlaw.com)

December 2, 2011

VIA EMAIL: [teresa.calkins@co.travis.tx.us](mailto:teresa.calkins@co.travis.tx.us)

Ms. Teresa Calkins  
Travis County TNR  
411 W. 13<sup>th</sup> Street  
Austin, Texas 78701

Re: The Overlook Estates Phase I

Dear Teresa:

As you know the procedure for requesting an easement release that is dedicated by plat of property in the ETJ of a city in Travis County is to be handled by the Travis County TNR office.

The Overlook Estates Phase I, Subdivision has a non-disturbance easement dedicated by the plat. The purpose of this non-disturbance easement is to "preserve the watershed and recharge the aquifer". The easement allows construction within it as long as it is restored to the prior condition and allows construction fencing, utility and irrigation lines in the non-disturbance area subject to the restoration requirements of the easement.

The owner of all the lots in the subdivision has requested permission from your OSSF engineering division to locate OSSF irrigation lines in the non-disturbance easement area. While I understand the County Sanitary Engineer has no problem with this proposal, the City Environmental Department is taking the position that the OSSF irrigation lines represent neither a "utility", nor "irrigation lines" contemplated by the permissible construction language expressed in the non-disturbance easement.

Rather than argue with the City over their interpretation of what is or is not permitted construction in the non-disturbance easement, owner is requesting a vacation of a portion of the non-disturbance area described in Exhibit A to this letter and a dedication of an equal area of non-disturbance easement by separate instrument.

Please find enclosed with this letter, the application for easement release together with a graphic description of the area of non-disturbance easement to be released and the area of replacement non-disturbance easement proposed as a condition for release of the existing non-disturbance easement areas.

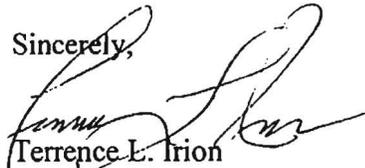
The portion of the easement areas to be released will not be removed in their entirety, but narrowed

so as to accommodate OSSF irrigation lines outside of the easement area on the lots encumbered by the easement, but will remain of sufficient width to function as vegetative filter strips. In addition to the replacement of like acreage non-disturbance easement areas on the plat by separate instrument, bioswales have been and will be added along the roadway. This subdivision was approved in 1986 with the apparent intent of employing storm sewers along with curb and gutter despite the Barton Creek Ordinance water quality strategy which emphasized the use of overland flow filtration. Accordingly, the use of the bioswales will further implement the intended design strategy of the Barton Creek Ordinance and help facilitate the functionality of the non-disturbance easements.

Please review this request and proposed replacement easement area. Once approved by your office, field notes will be prepared for both Exhibit A and Exhibit B.

Thank you for your cooperation in this matter.

Sincerely,



Terrence L. Irion

TLL:lm

Enclosures

Cc: Keith Schoenfelt  
Michele Turnquist  
Ric Thompson



# THOMPSON LAND ENGINEERING, LLC

Land Planning, Site Design, Subdivision Engineering

**Subject: Overlook Estates Non-Disturbance Easement  
Endorsement of Revisions**

May 31, 2012

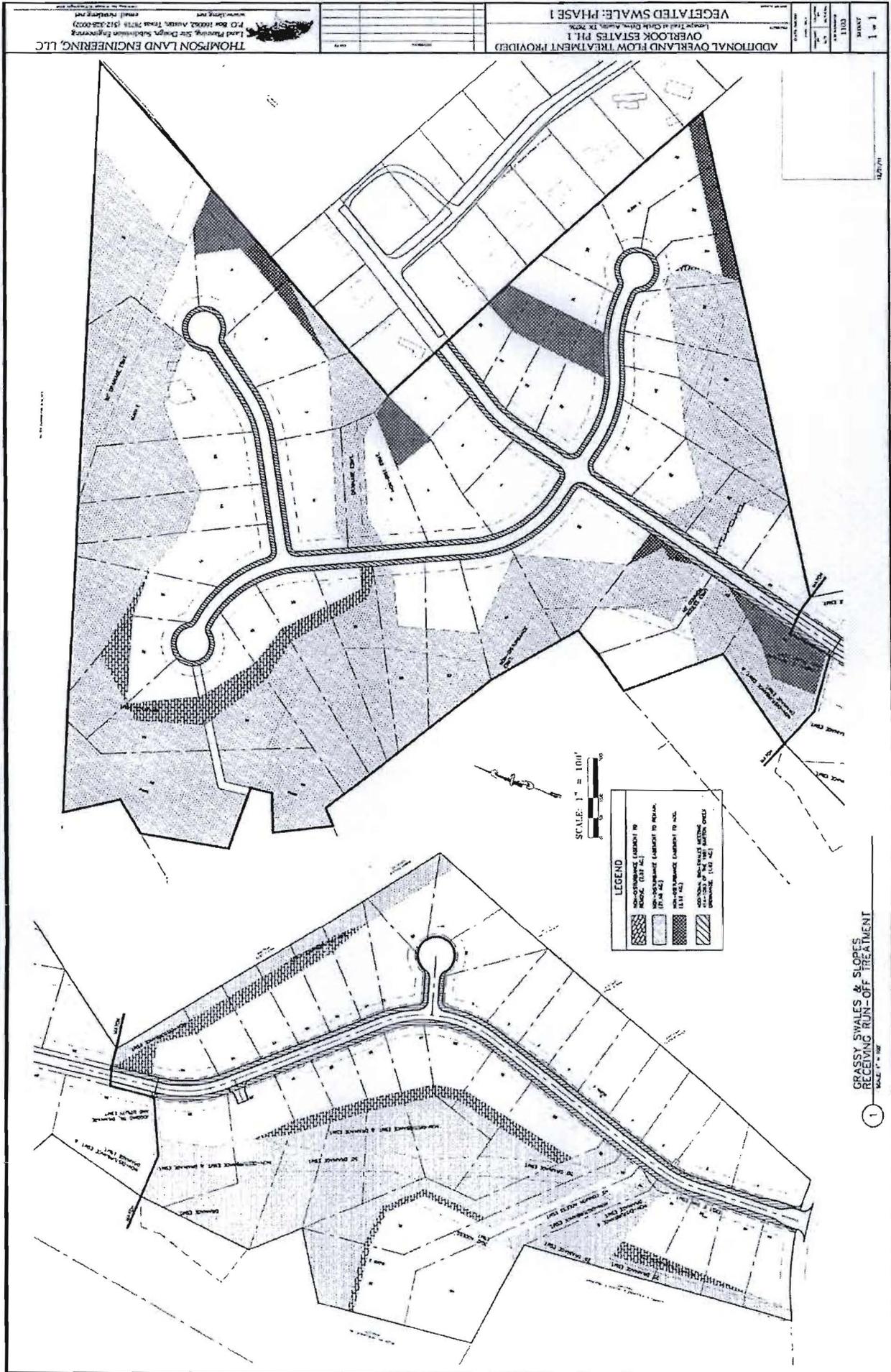
Thompson Land  
Engineering, LLC  
(F-10220)

TO WHOM IT MAY CONCERN:

It is my opinion that the release and dedication of the non-disturbance easement in the Overlook Phase I, as shown on the exhibit prepared by Thompson Land Engineering and sealed on April 19, 2012, is an equal or likely **betterment** of the non-disturbance easement currently dedicated. The following is offered in support.



- 1) In accordance with 41A-105.5 (c)(2) of Ordinance 810430-C (the 1981 Barton Creek Ordinance) the Overlook Estates Phase I subdivision was apparently approved under the cluster housing provisions.
- 2) In the 1981 Barton Creek Ordinance, with the approval of Cluster Housing, a buffer was to be provided "... to receive runoff from the development for purposes of overland drainage."
- 3) The known benefit to a buffer is pollutant removal from stormwater that is passed through a vegetated area (vegetated filter strip or vegetated swale). But these facilities become less effective as the depth in the swale or across the strip becomes greater (less of the water actually passes through the vegetation but rather over it).
- 4) Much of the current non-disturbance easement is lumped into single large areas where portions do not receive significant run-off (in this person's opinion) from proposed development. And in other areas, the width of the buffer dedicated is excessive for the amount of potential development draining to that location.
- 5) The proposed plan removes extra "thickness" to the dedicated non-disturbance easements (area still remains down slope to receive run-off from the same area) and then, in compensation, adds area to lots that currently have no area dedicated.
- 6) The new areas dedicated will receive run-off before it is concentrated in the streets and routed to points of even further concentration prior to release to the native drainage features thus providing, in this person's opinion, improved treatment of the run-off.
- 7) With the width of the right-of-way platted, the roadway was to be designed using curbs and storm sewers. The plan proposed also notes the use of vegetated swales (with limited use of storm sewers) along the roads and, where practical, not capturing the run-off at all. This approach better complies with the stated purpose in 41A-109.1 of the 1981 Barton Creek Ordinance.



## Paul Scoggins

---

**From:** Anna Bowlin  
**Sent:** Wednesday, October 10, 2012 1:20 PM  
**To:** Paul Scoggins  
**Cc:** Teresa Calkins  
**Subject:** FW: Overlook Non-Disturbance Easement

Paul,  
Can you get an agenda request in process?

Thanks.

---

**From:** Cotton, Mitzi [<mailto:Mitzi.Cotton@austintexas.gov>]  
**Sent:** Wednesday, October 10, 2012 1:03 PM  
**To:** Terry Irion; Lesniak, Charles  
**Cc:** Anna Bowlin; Christopher Gilmore  
**Subject:** RE: Overlook Non-Disturbance Easement

This confirms that the City consents to the release of the non-disturbance easement and acceptance of the new non-disturbance easement to the County in the locations discussed with the applicant and on a form acceptable to the City.

Mitzi Cotton  
Assistant City Attorney  
City of Austin  
Phone: (512) 974-2179  
Fax: (512) 974-6490  
[mitzi.cotton@austintexas.gov](mailto:mitzi.cotton@austintexas.gov)

---

**From:** Terry Irion [<mailto:tirion@tirionlaw.com>]  
**Sent:** Wednesday, October 10, 2012 11:24 AM  
**To:** Cotton, Mitzi; Lesniak, Charles  
**Cc:** Anna Bowlin; Christopher Gilmore ([Christopher.Gilmore@co.travis.tx.us](mailto:Christopher.Gilmore@co.travis.tx.us))  
**Subject:** Overlook Non-Disturbance Easement

Mitzi,

I understand Chuck has approved the revised location of the new non-disturbance easement. Please confirm you or Chuck are acknowledging the City's consent to the Release of Non-disturbance easement and acceptance of the new non-disturbance easement to the County on a form acceptable to the County. We would like to see this done by tomorrow so that we can get an item posted on next week's Commissioner's Court Agenda.

Thank you,

Terry Irion

Terrence L. Irion  
LAW OFFICE OF TERRENCE L. IRION  
1250 S. Capital of Texas Highway

Updated 10-18-12 at 4:00pm  
3 Cielo Center, Suite 601  
Austin, Texas 78746  
(512) 347-9977  
(512) 306-8903-fax  
[tirion@tirionlaw.com](mailto:tirion@tirionlaw.com)

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*THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL OR THAT CONSTITUTES WORK PRODUCT AND IS EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW*

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NON-DISTURBANCE EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

The undersigned Owners of the below described lots in THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas, according to the map or plat thereof in Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the CITY OF AUSTIN, TEXAS, the receipt and sufficiency of which is acknowledged and confessed and for which no lien, or encumbrance, express or implied, is retained, has this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the CITY OF AUSTIN, a municipal corporation, situated in the Counties of Travis, Hays, and Williamson, State of Texas, and TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas, a Non-Disturbance Easement for the purpose of preserving the watershed and to recharge the aquifer as more fully described in the notes of The Overlook Estates Subdivision plat, upon and across a portion of the following described lots:

Lots 11, 12, 14, 15, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 32, 33, 34 and 35 Block 1; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, Block, 2 as shown on the plat of The Overlook Estates Phase 1, recorded in Volume 86, Pages 153-153c, Plat Records of Travis County, Texas; said easement area being more fully described by metes and bounds in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same perpetually to the CITY OF AUSTIN and TRAVIS COUNTY, TEXAS and their successors and assigns.

GRANTOR, whether one or more, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement area herein granted to the Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2012.

GRANTOR:

OVERLOOK ESTATES JOINT VENTURE  
BY: CORUM DEVELOPMENT, INC.  
A Texas corporation, Joint Venturer

By: Keith Schoenfelt  
Keith Schoenfelt, President

BY: DP OVERLOOK, LLC,  
A Texas limited liability company, Joint Venturer

By: \_\_\_\_\_  
David Pikoff, Manager

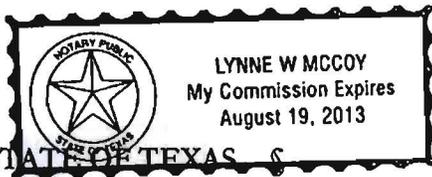
BY: TEXAS 7917, LLC,  
A Texas limited liability company, Joint Venturer

By: \_\_\_\_\_  
Steve Turnquist, Manager

**CORPORATE ACKNOWLEDGEMENTS**

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 10<sup>th</sup> day of July, 2012, by Keith Schoenfelt, President of Corum Development, Inc.



Lynne W McCoy  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by David Pikoff, Manager of DP OVERLOOK, LLC.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by Steve Turnquist, Manager of Texas 7917, L.L.C.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

BY: DP OVERLOOK, LLC,  
A Texas limited liability company, Joint Venturer

By: [Signature]  
David Pikoff, Manager

BY: TEXAS 7917, LLC,  
A Texas limited liability company, Joint Venturer

By: [Signature]  
Steve Turnquist, Manager

**CORPORATE ACKNOWLEDGEMENTS**

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

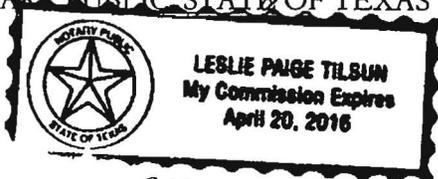
THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by Keith Schoenfelt, President of Corum Development, Inc.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9<sup>th</sup> day of July, 2012, by David Pikoff, Manager of DP OVERLOOK, LLC.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9<sup>th</sup> day of July, 2012, by Steve Turnquist, Manager of Texas 7917, L.L.C.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

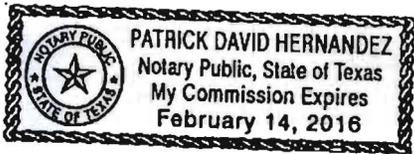


GRANTORS:  
OWNER OF LOT 35, BLOCK 2; LOT 11,  
BLOCK 1  
PREFERRED ASSET MANAGEMENT, LLC

By: Michael Craig  
Printed Name: Michael Craig  
Its: Authorized Agent  
Date: 06-27-2012

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 27 day of June, 2012, by Michael Craig, Owner of Lot 35, Block 2; Lot 11, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

OWNER OF LOT 12, BLOCK 1

Gareth Edward Maguire  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 01 day of July, 2012, by Gareth Edward Maguire, Owner of Lot 12, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

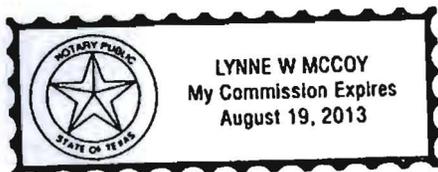
[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

OWNER OF LOT 19, BLOCK 1  
CORIAS HOMES, INC

By: Keith Schoenfelt  
Keith Schoenfelt, its President  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 01 day of July, 2012, by Keith Schoenfelt, President of Corias Homes, Inc., Owner of Lot 19, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

GRANTORS:  
OWNER OF LOT 35, BLOCK 2; LOT 11,  
BLOCK 1  
PREFERRED ASSET MANAGEMENT, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: Authorized Agent  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2012, by \_\_\_\_\_, Owner of Lot 35, Block 2; Lot 11, Block 1, THE  
OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
OWNER OF LOT 12, BLOCK 1

*[Signature]*  
\_\_\_\_\_  
Gareth Edward Maguire  
Date: JULY 9 2012

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9<sup>th</sup> day of July,  
2012, by Gareth Edward Maguire, Owner of Lot 12, Block 1, THE OVERLOOK ESTATES  
PHASE I, a subdivision of Travis County, Texas.

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



OWNER OF LOT 19, BLOCK 1  
CORIAS HOMES, INC.

By: \_\_\_\_\_  
Keith Schoenfelt, its President  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2012, by Keith Schoenfelt, President of Corias Homes, Inc., Owner of Lot 19, Block 1, THE  
OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**OWNER OF LOT 34, BLOCK 2  
JKD BUILDERS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ of JKD BUILDERS, LLC, Owner of Lot 34, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**OWNER OF LOT 36, Block 2  
PILLAR CUSTOM HOMES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**THIS INSTRUMENT** was acknowledged before me on this 19 day of June 2012, 2012, by Leslie Paige Tilsun, Christian Mendez of PILLAR CUSTOM HOMES, INC., Owner of Lot 36, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

Leslie Paige Tilsun  
NOTARY PUBLIC, STATE OF TEXAS



**OWNER OF LOT 39, Block 2**

Mendez  
**CHRISTIAN M. MENDEZ**  
Date: 6-19-12

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

**THIS INSTRUMENT** was acknowledged before me on this 19 day of June, 2012, by Christian M. Mendez, Owner of Lot 39, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.



Leslie Paige Tilsun  
NOTARY PUBLIC, STATE OF TEXAS

OWNER OF LOT 34, BLOCK 2  
JKD BUILDERS, LLC

By: [Signature]  
Its: JKD BUILDERS, LLC  
Date: 6/26/12

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 26 day of June, 2012, by Leslie Page Tilsun Kathryn DUNE of JKD BUILDERS, LLC, Owner of Lot 34, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS



OWNER OF LOT 36, Block 2  
PILLAR CUSTOM HOMES, INC.

By: [Signature]  
Printed Name: Michael Archer  
Its: Pillar Custom Homes  
Date: 7/9/12

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9th day of July 2012, 2012, by Leslie Page Tilsun Michael Archer of PILLAR CUSTOM HOMES, INC., Owner of Lot 36, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS



OWNER OF LOT 39, Block 2

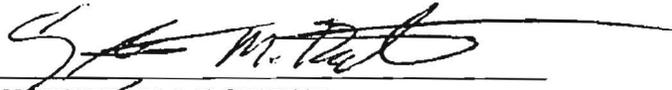
CHRISTIAN M. MENDEZ  
Date: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Christian M. Mendez, Owner of Lot 39, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

OWNER OF LOT 40, Block 2

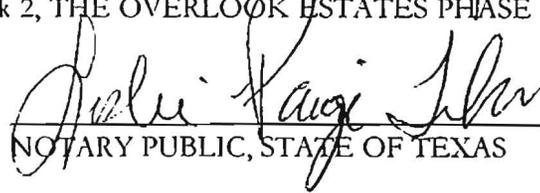


STEPHEN M. ROBERT

Date: 7/9/12

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9<sup>th</sup> day of July, 2012, by Stephen M. Robert, Owner of Lot 40, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.



NOTARY PUBLIC, STATE OF TEXAS



LIENHOLDER CONSENT TO GRANT OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

- 1. Independent Bank, a TEXAS bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots LOT 10 Block 1, Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.
2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.
3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on July 25th, 2012.

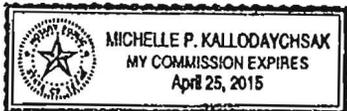
By: [Signature] Pres. CW
Name: Denny W. Buchanan
Title: President - CW

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Travis §

Before me, a Notary Public, on this day personally appeared Denny Buchanan, President of Independent Bank known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25 day of July, 2012.



[Signature]
Notary Public, State of Texas

LIENHOLDER CONSENT TO GRANT OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

- 1. Lone Star Bank, a Texas state bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots(Block I) 1,3,4,7,8,9,13 thru 18 inclusive, 20 thru 35 inclusive, and Block II Lots 1 thru 36 inclusive, 37,38, and 41 thru 45 inclusive. Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.
2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.
3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on 1 August, 2012.

Lone Star Bank, a Texas state bank

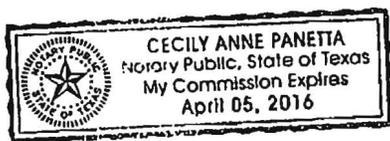
By: [Signature]
Name: Douglas W. Kuenster
Title: EVP

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Williamson §

Before me, a Notary Public, on this day personally appeared Douglas Kuenster of Lone Star Bank, a Texas state bank known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of August, 2012.



[Signature]
Notary Public, State of Texas

LIENHOLDER CONSENT TO GRANT OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

- 1. Lone Star Bank, a Texas state bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots(Block I) 1,3,4,7,8,9,13 thru 18 inclusive, 20 thru 35 inclusive, and Block II Lots I thru 36 inclusive,37,38, and 41 thru 45 inclusive. Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.
2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.
3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on 1 August, 2012.

Lone Star Bank, a Texas state bank

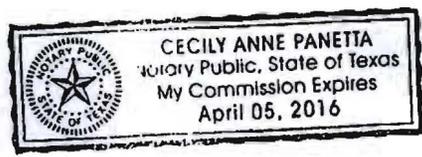
By: [Signature]
Name: Douglas W Kuenstler
Title: EVP

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Williamson §

Before me, a Notary Public, on this day personally appeared Douglas Kuenstler of Lone Star Bank, a Texas state bank known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of August, 2012.



[Signature]
Notary Public, State of Texas

LIENHOLDER CONSENT TO GRANT OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

- 1. First-Lockhart National Bank, a National bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots 39, Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.
2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.
3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on July 25, 2012.

FIRST-LOCKHART NATIONAL BANK

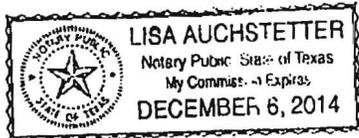
By: [Signature]
Name: Robert R. Priestley
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, a Notary Public, on this day personally appeared Robert R. Priestley, of First-Lockhart National Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25 day of July, 2012.



[Signature]
Notary Public, State of Texas

LIENHOLDER CONSENT TO GRANT OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. LONE STAR BANK a STATE SAVINGS bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots 34, Block 2, Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.

2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.

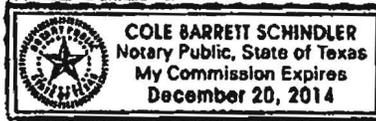
3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on JULY 30, 2012.

By: [Signature]
Name: BRENT GIBBS
Title: SUP

ACKNOWLEDGMENT

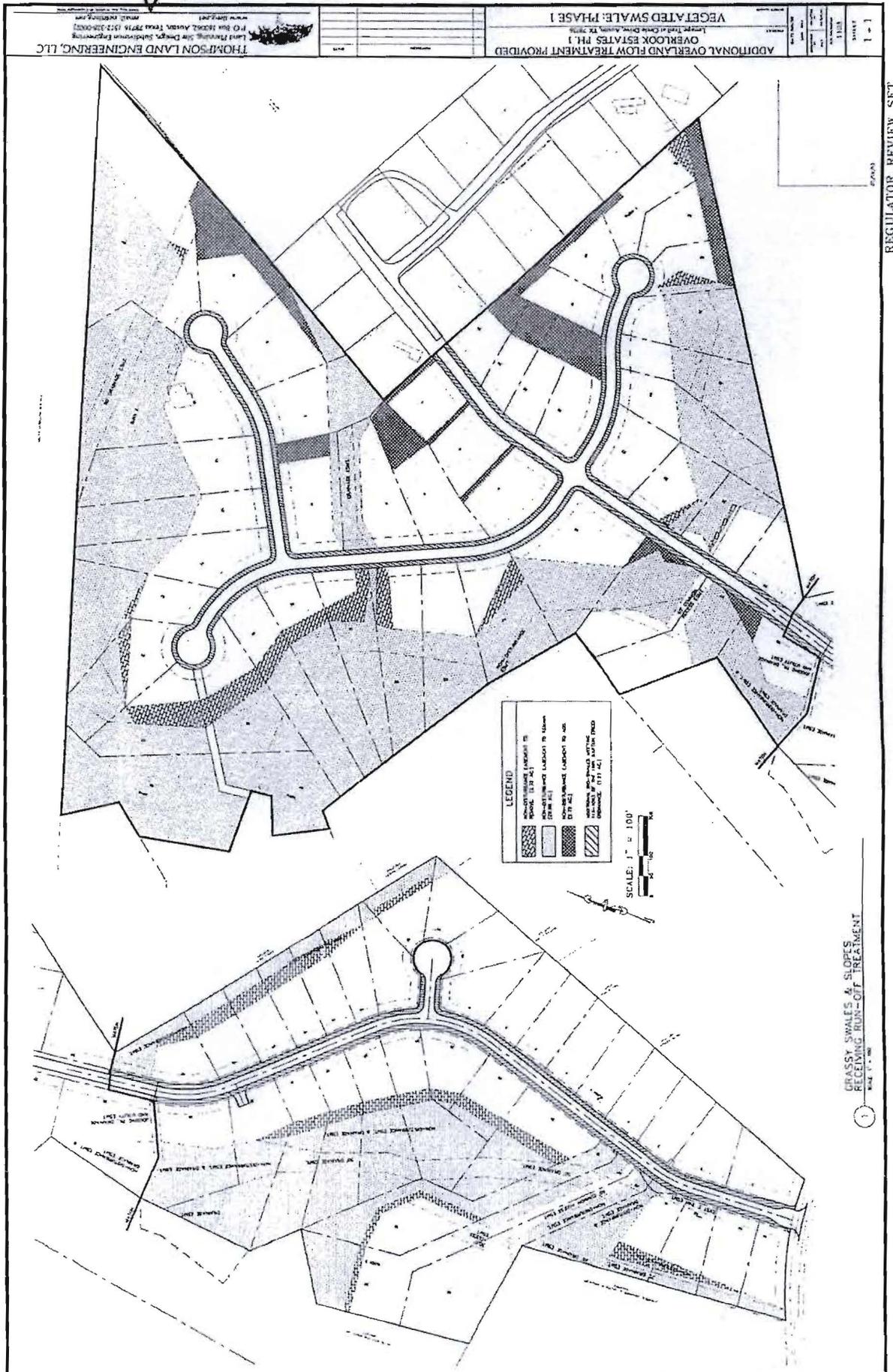
STATE OF TEXAS §
COUNTY OF TRAVIS §



Before me, a Notary Public, on this day personally appeared BRENT GIBBS SUP of LONE STAR BANK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of JULY, 2012.

[Signature]
Notary Public, State of Texas



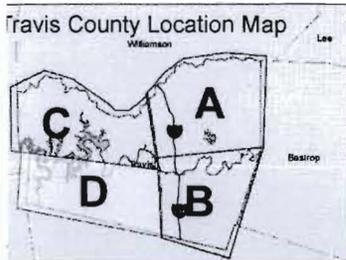
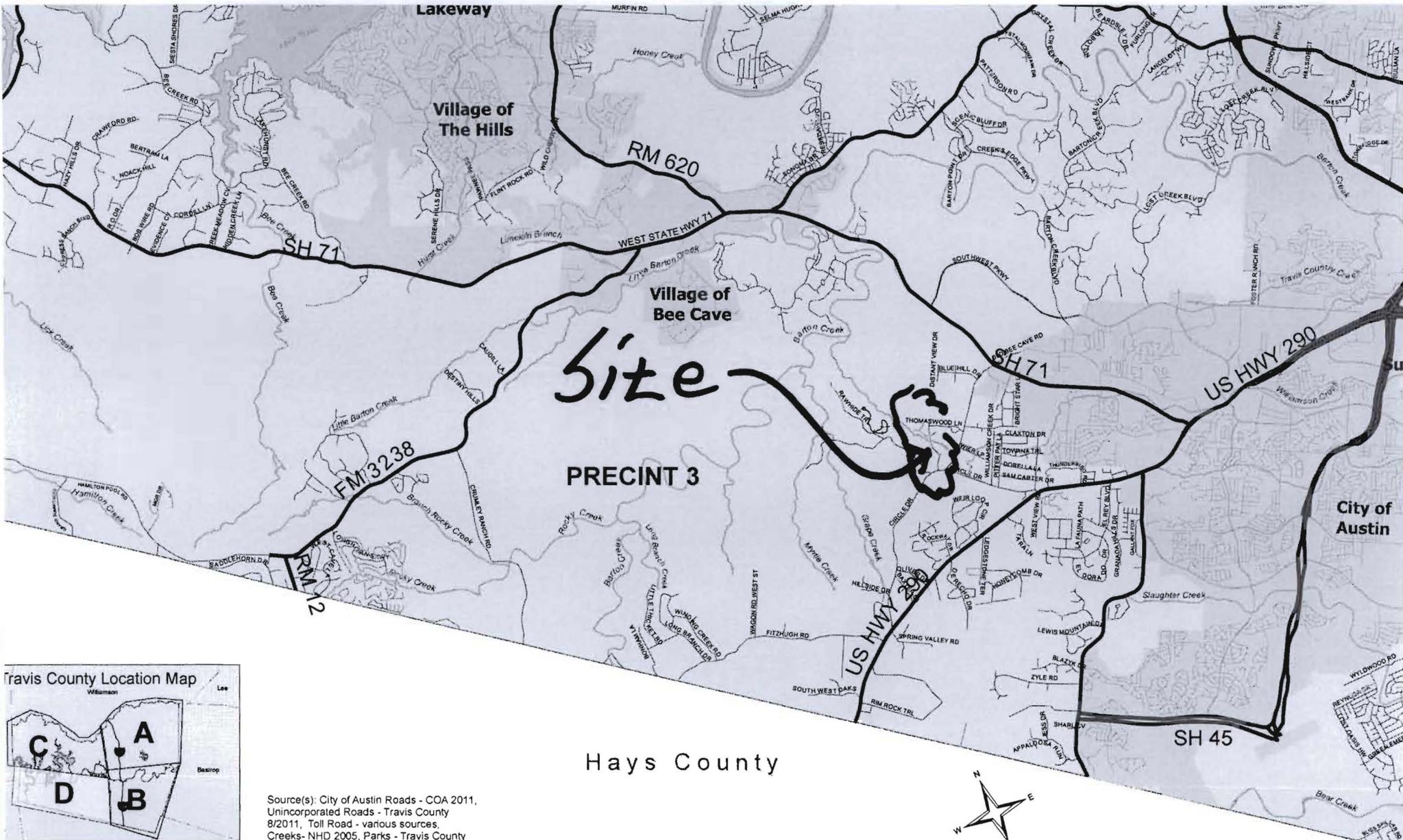
THOMPSON LAND ENGINEERING, LLC  
 Land Planning, Site Design, Subdivision Engineering  
 P.O. Box 16000, Austin, Texas 78761-0000  
 (512) 336-1100  
 www.thompsonland.com

ADDITIONAL OVERLAND FLOW TREATMENT PROVIDED  
 OVERLOOK ESTATES PH 1  
 LITTLEFIELD DRIVE, AUSTIN, TEXAS 78738  
 VEGETATED SWALE, PHASE 1

DATE	11/13/12
BY	...
CHECKED BY	...
SCALE	1" = 100'
SHEET	1 of 1

REGULATOR REVIEW SET

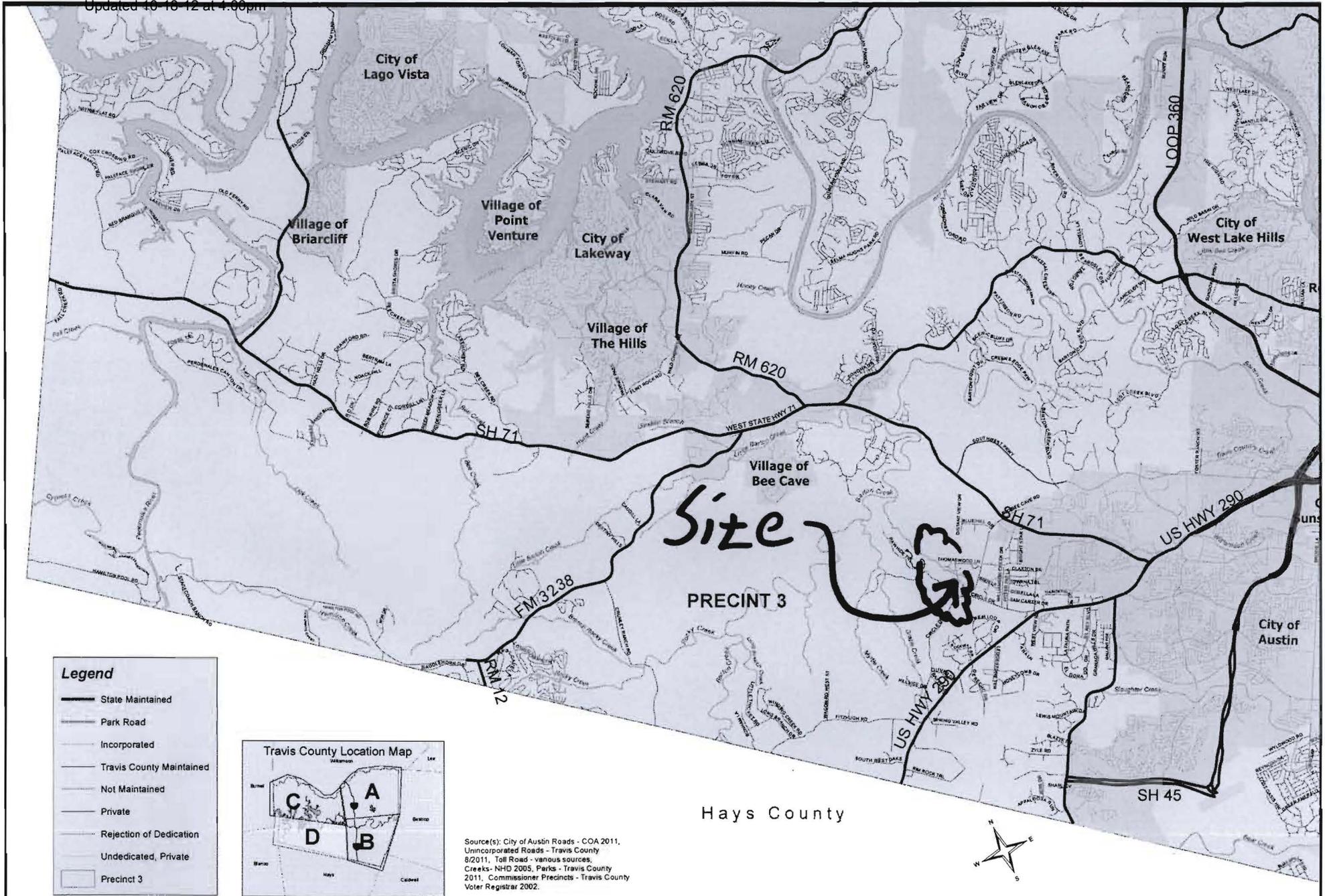
1



Source(s): City of Austin Roads - COA 2011,  
Unincorporated Roads - Travis County  
8/2011, Toll Road - various sources,  
Creeks- NHD 2005, Parks - Travis County

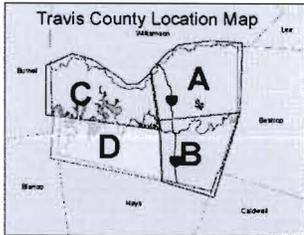
Hays County





**Legend**

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



Source(s): City of Austin Roads - COA 2011,  
 Unincorporated Roads - Travis County  
 8/2011, Toll Road - various sources,  
 Creeks - NHD 2005, Parks - Travis County  
 2011, Commissioner Precincts - Travis County  
 Voter Registrar 2002.



Map Disclaimer: The data is provided "as is" with no warranties of any kind.

# Travis County Roadways, Map D



Map Prepared by: Travis County,  
 Dept of Transportation & Natural  
 Resources. Date: 8/9/2011



## Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of September 25, 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](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



# Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, September 25, 2012 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on September 25, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Consider and take appropriate action on order setting the Northwest Travis County Road District No. 3 tax rate for the year beginning January 1, 2012:
  - a. Total debt service tax rate; and
  - b. Total County ad valorem tax rate.

*Clerk's Note: Staff recommended that the Court adopt the total tax rate of \$0.1300 per \$100 of valuation.*

Members of the Court heard from:  
Leroy Nellis, Transition Budget Director, PBO

**MOTION:** Approve Staff's recommendation in Item 1  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSENT:** Ron Davis

2. Consider and take appropriate action on order approving the Northwest Travis County Road District No. 3 budget for Fiscal Year 2013.

Members of the Court heard from:  
Leroy Nellis, Transition Budget Director, PBO

**MOTION:** Approve the Fiscal Year 2013 Budget.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

3. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions of August 21 and 28, 2012.

**MOTION:** Approve Item 3.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Margaret J. Gómez, Commissioner  
**SECONDER:**       Karen L. Huber, Commissioner  
**AYES:**             Biscoe, Davis, Eckhardt, Huber, Gómez

### **Minutes approved by the Commissioners Court**

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Date of Approval

---

Samuel T. Biscoe, Travis County Judge  
Samuel T. Biscoe, Travis County Judge



## **Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1**

**Meeting Date:** October 23, 2012

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of September 25 and October 2, 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](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, September 25, 2012 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on September 25, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Consider and take appropriate action on order setting the Travis County Bee Cave Road District No. 1 tax rate for the year beginning January 1, 2012:
  - a. Total debt service tax rate; and
  - b. Total County ad valorem tax rate.

*Clerk's Note: Staff recommended that the Court adopt the total tax rate of \$0.7000 per \$100 of valuation.*

Members of the Court heard from:  
Leroy Nellis, Transition Budget Director, PBO

**MOTION:** Approve Staff's recommendation in Item 1.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

2. Consider and take appropriate action on order approving the Travis County Bee Cave Road District No. 1 budget for Fiscal Year 2013.

Members of the Court heard from:  
Leroy Nellis, Transition Budget Director, PBO

**MOTION:** Approve the Fiscal Year 2013 Budget.  
**RESULT:** **APPROVED [4 TO 0]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez  
**ABSTAIN:** Ron Davis

3. Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of August 21 and 28, 2012.

**MOTION:** Approve Item 3.

**RESULT:**           **APPROVED [UNANIMOUS]**  
**MOVER:**           Margaret J. Gómez, Commissioner  
**SECONDER:**       Karen L. Huber, Commissioner  
**AYES:**             Biscoe, Davis, Eckhardt, Huber, Gómez

### **Minutes approved by the Commissioners Court**

\_\_\_\_\_  
Date of Approval

\_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge



# Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, October 2, 2012 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • [www.co.travis.tx.us](http://www.co.travis.tx.us) • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on October 2, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputies Chasity Sandoval 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	Absent

1. Approve the Bee Cave Road District No. 1 minutes for the Voting Session of September 11, 2012.

**MOTION:** Approve Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber  
**ABSENT:** Margaret J. 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 23, 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:**

Establish date of November 13, 2012 for public hearing for the Corporation's multifamily housing revenue bonds for the Riverside Gardens Apartment project.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** N/A

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**Travis County Commissioners Court Agenda Request  
Travis County Cultural Education Facilities Finance Corporation**

**Meeting Date:** October 23, 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:**

Public hearing related to potential issuance of the Corporation's education revenue bonds and taxable education revenue bonds for Wayside Schools.

**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

# Austin American-Statesman

PO#:

Ad ID#: 5488569

Acct#: 7132204265

Account Name: ANDREWS KURTH LLP

ANDREWS KURTH LLP  
600 TRAVIS, SUITE 4200  
ATTN: MARILYN HERZOG  
HOUSTON, TX 77002

## AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared:

*Carolyn Kurth*

Advertising Agent of the Austin American-Statesman, a daily newspaper published in said County and State that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington, and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit:

First Published: 10/8/2012

Last Published: 10/8/2012

Times Published: 1

Classification: Legal Notices (9980)

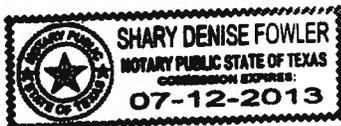
Lines: 59

Cost: \$533.59

and that the attached is a true copy of said advertisement.

*Shary Denise Fowler*

SWORN AND SUBSCRIBED TO BEFORE ME, this the 8 day of October, 2012



*Shary Denise Fowler*

Notary Public in and for  
TRAVIS COUNTY, TEXAS

*Austin American-Statesman*  
305 South Congress Ave., P.O. Box 670, Austin, Texas 78767-0670 512-445-3832

**NOTICE OF PUBLIC HEARING  
TRAVIS COUNTY CULTURAL EDUCA-  
TION FACILITIES FINANCE  
CORPORATION  
SERIES 2012A BONDS  
WAGSIDE SCHOOLS  
SERIES 2012A**

Notice is hereby given of a public hearing to be held on behalf of the Travis County Cultural Education Facilities Finance Corporation on October 23, 2012, at 1:30 p.m., Travis County Administration Building, 700 Lavaca Street, Commissioners' Courthouse, 1st Floor, Austin, Texas 78701, with respect to the captioned Series 2012A Bonds to be issued in an aggregate principal amount not to exceed \$15,000,000 by the Travis County Cultural Education Facilities Finance Corporation (the "Corporation"). The proceeds of the Bonds will be loaned to Wagside Schools, a Texas nonprofit corporation (the "Borrower"), for the following purposes: (a) refinance an existing loan, proceeds of which were used to purchase an existing building that is Eden Park Academy located at 6215 Manchaca Rd., Austin, Texas 78745; (b) purchase a new building to be used as the middle school located at 220 Foremost Dr., Austin, Texas 78704; (c) renovate the new middle school building and the existing campus; (d) purchase equipment and furniture for both campuses; (e) funding a debt service reserve fund; and (f) paying the costs of issuance of the Bonds. The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower. The public hearing will be conducted by the Corporation. All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Questions or requests for additional information may be directed to Cliff Blount, Herman, Howell, Smith & Lee, PLLC, Telephone: (512) 687-2454. Any interested persons unable to attend the public hearing submit their views in writing to the Corporation prior to the date of the hearing at fax number (512) 687-1801. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 14771 of the Internal Revenue Code of 1986, as amended.

## **INSTRUCTIONS**

Please provide the requested information in the following tabs related to the Applicant, Project and Financing. In general, the spreadsheet offers check boxes or text boxes for answers unless separate or additional information is requested. Please expand text boxes as necessary or provide additional information in separate word, excel and pdf files as necessary. For questions, please contact Corporations staff as listed below.

Corporations Manager

Andrea Shields

512-854-9116

[andrea.shields@co.travis.tx.us](mailto:andrea.shields@co.travis.tx.us)

Assistant Corporations Manager

Karen Thigpen

512-854-4743

[karen.thigpen@co.travis.tx.us](mailto:karen.thigpen@co.travis.tx.us)

Updated 10-18-12 at 4:00pm THE TRAVIS COUNTY HOUSING FINANCE CORPORATION  
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE

**APPLICANT INFORMATION**

**PLEASE PROVIDE THE FOLLOWING INFORMATION ON THE APPLICANT**

i.e. the entity that will own the residential development for which financing is requested  
(referred to hereinafter as the "Project")

1. Name: Wayside Schools  
Address: 6405 S. IH 35  
City, ST Zip: Austin, Texas 78744  
Phone #: 512.299.1348

2. Jurisdiction under whose law Applicant was organized.  
Texas

3. Form of organization of the Applicant.

For Profit Corporation	<input type="checkbox"/>
Limited Partnership	<input type="checkbox"/>
General Partnership	<input type="checkbox"/>
Sole Proprietorship	<input type="checkbox"/>
501 ( c ) ( 3 ) Corporation	<input checked="" type="checkbox"/>
Governmental Entity	<input type="checkbox"/>
Limited Liability Corporation	<input type="checkbox"/>

4. Does Applicant currently exist or is it to be formed?

Exists	<input checked="" type="checkbox"/>
To be formed	<input type="checkbox"/>

5. If the Applicant is a corporation, identify its directors, officers, and indicate their titles. If the Applicant is a Partnership, identify all of its general partners. If the Applicant is a limited liability corporation, identify all members. Provide resumes of all persons identified to completed application.

<p><b>John Wilson, Chair</b> 2204 Warfield Way Austin, Texas 78728 (512) 251-1039 Work (512) 206-5368 <a href="mailto:wilsonjh01@austin.rr.com">wilsonjh01@austin.rr.com</a></p>	<p><b>Stephanie Blevins, Treasurer</b> 5207 Meadow Creek Drive Austin, Texas 78745 (512) 445-4137 Cell (512) 619-6869 <a href="mailto:jojogran@gmail.com">jojogran@gmail.com</a></p>
<p><b>Heather Mudd</b> 2713 Norfolk Austin, Texas 78745 (512) 326-4682 <a href="mailto:heather@austinaquascapes.com">heather@austinaquascapes.com</a></p>	<p><b>Mary Nancarrow</b> 7308 Ferndale Circle Austin, Texas 78745 (512) 444-4800 Cell (512) 924-8313 <a href="mailto:marynancarrow@hotmail.com">marynancarrow@hotmail.com</a></p>
<p><b>Christine Laguna, Ph.D.</b> 8921 Frock Court Austin, Texas 78748 Cell (512) 698-4626 Work (512) 419-2532 <a href="mailto:calaguna@yahoo.com">calaguna@yahoo.com</a></p>	<p><b>Doug Clark, Ph.D.</b> 108 Kulua Court Bastrop Texas 78602 (512) 304-8299 <a href="mailto:dclark23@gmail.com">dclark23@gmail.com</a></p>

6. Registered agent of Applicant for service of process.

Name: Matt Abbott, CEO  
Address: 6405 S. IH 35  
City, ST Zip: Austin, Texas 78744  
Phone #: 512.299.1348

Email: [mabbott@waysideschools.org](mailto:mabbott@waysideschools.org)

7. Information for contact regarding questions and correspondence.

Name: Teresa Elliott  
Address: 6405 S. IH 35  
City, ST Zip: Austin, Texas 78744  
Phone #: 512.299.1348  
Email: [telliott@waysideschools.org](mailto:telliott@waysideschools.org)

8. Name, address, phone # and email address for legal counsel for the Applicant (note: NOT bond counsel)

Name: None  
Address:  
City, ST Zip:  
Phone #:  
Email:

9. Name, address phone # and email for any and all financial consultant(s), investment banker(s), or mortgage banker(s) advising the Applicant in connection with the Project.

**FINANCIAL ADVISOR**

Coastal Securities, Inc.  
920 Memorial City Way, 11<sup>th</sup> Floor  
Houston, TX 77024

Lewis A. Wilks  
Phone: 713-435-4336 Fax: 713-435-4448  
[law@coastalsecurities.com](mailto:law@coastalsecurities.com)

10. List banking references (minimum of 2) with contacts.

Name: Not Applicable -- Rated Transaction  
Address:  
City, ST Zip  
Phone #:  
Email:

Name: Not Applicable  
Address:  
City, ST Zip  
Phone #:  
Email:

11. If the Applicant or any proposed or existing member of partner of the Applicant has applied for an exemption as a Community Housing Development Organization (CHDO), please provide a copy of the certification.

**Not Applicable**

12. If the Applicant is a 501(c)(3) corporation, please provide a copy of its IRS exemption letter and its most recently filed IRS form 990.

**Attached**

13. If the Applicant is a 501(c)(3) corporation, the Corporation will require the Applicant to furnish at the closing an opinion of nationally recognized tax counsel satisfactory to the Corporation confirming the Applicant's 501(c)(3) exemption status.

14. Does the Applicant anticipate entering into a profits participation or joint venture agreement with a financial institution or other party with regard to the Project? If so, explain and provide any agreements between parties.

No

15. Is the principal owner related to any other organization by more than 50% common ownership? If so, indicate name or related organization and relationship.

No

16. Identify all persons/entities that own a 10% or greater interest in the Applicant.

None

17. If any of the above persons own more than 50% of the principal owner, list all other organizations which are related to the principal owner as they have more than a 50% interest in the organizations.

None

18. Describe previous experience with multifamily housing projects.

None

19. Has the Applicant, any of its officers or directors, or any person who owns a 10% or greater interest in the Applicant ever been found in violation of any rules or regulations of HUD or any other federal or state agency or been subject to an investigation by HUD or any other federal or state agency? If yes, attach a full explanation. **Not Applicable**

Yes  
No

<input type="checkbox"/>
<input checked="" type="checkbox"/>

20. Is the Applicant or the Project in violation (or ever have been) with any housing code violations? If yes, please provide an explanation and verification of cure.

No

21. Does the Applicant or the Project have any tax liens with the city, county or other taxing jurisdiction? If yes, please specify.

Wayside Schools is a 501c-3 Tax Exempt entity

22. Please explain to what extent, if any, the Applicant plans to promote the Corporation's goals, particularly (a) providing for efficient and well-planned growth and development including the limitation and prevention of potential urban blight and the proper coordination with surrounding uses including mass transit (if applicable), (b) assisting persons of low and moderate income in obtaining decent, safe and sanitary housing which they can afford.

Wayside Schools is developing and redeveloping former commercial property into new public charter schools to address the educational needs of the at-risk students in Austin Texas. In addition, the renovation of the existing Eden Park Academy and the purchase and renovation of the vacant building to become the REAL Learning Academy will limit and prevent urban blight.

23. Please submit copies of the Applicant's current affirmative action program, if any, and a written undertaking executed by a duly authorized officer of the Applicant that the Applicant will not discriminate on the basis of race, sex or age in the employment, promotion and termination of employment of employees who work in Travis County, Texas; that the Applicant will abide by the Affirmative Action Plan as included in the Application for Financing; and the Applicant will otherwise comply with equal opportunity standards in its employment practices with respect to such employees.

**Attached**



24. Please provide an organizational chart demonstrating the structure and relationship between the Applicant and other participating entities.

**Attached from Website**

**PRIOR EXPERIENCE**

Summarize prior development, ownership and management experience of the Applicant or its principals, including for each development the date of the project, size and location of project, method of financing, amounts outstanding, and a representation that financings with outstanding balances have been paid as agreed and are not considered in default. Please use the following table and add lines as needed.

Long before Wayside Schools, there was Eden Park Academy Public Charter School District. In fall 2011, the Board of Trustees was granted permission by the Texas Education Agency to expand the current campus to multiple sites serving up to 1,500 children from ages 3-18. Author and local Austinite, Louis Sachar and Harper Collins Publishing gave the school permission to use the name "Wayside Schools" as its new district name, reflecting the school's South Austin, eclectic culture. Today the legacy of Eden Park Academy lives on as the name of Wayside Schools' flagship campus located in the heart of South Austin.

Wayside Schools, is 501c3 non-profit public charter school. As a charter school, we are a tuition-free public school accredited by the Texas Education Agency and approved by the Texas State Board of Education. All Wayside Schools are led by Highly Qualified (HQ) teachers, follow all required state academic and financial accountability standards, and receive both state and federal funds to support tuition-free, open enrollment public schools.

Conceived in the hearts of education reformers, Wayside Schools Charter District became a reality when it opened its doors in August of 1998. Originally founded as Eden Park Academy Charter School District, from inception the school thrived thanks in large part to its pioneering staff and committed community. Initially located in a modest setting at a strip mall at the intersection of South 1st Street and Stassney Lane in South Austin, Eden Park Academy grew to become one of the best public schools in Texas being rated "Exemplary" by the Texas Education Agency in 2009, 2010, 2011 and 2012.



Not Applic

**PROJECT INFORMATION**

**PLEASE PROVIDE THE FOLLOWING INFORMATION ON THE PROJECT.**

Note that questions in **green** relate to rehabilitation projects only.

1. Provide the following information on the project:

New Construction; or   
Rehab

Address: **Eden Park Academy** REAL Learning Academy  
**6215 Manchaca Road** 220 Foremost Dr  
City, Zip **Austin, Texas 789745** Austin, Texas 78744

Description of location of the site, and provide a map with the location marked.

Attached in the enclosed Preliminary Official Statement.

2. Number of acres comprised by the Project site.

[Redacted]

3. Is the Project site currently zoned for multifamily housing?

Yes   
No  N/A

Zoning: **Commercial**

4. Have all necessary approvals (including zoning, building and special use permits) been obtained from State, federal or local regulatory bodies? If no, please provide information on the status of permits/approvals.

Yes

5. Describe any existing improvements or structures on the site. Please indicate whether structures will be demolished.

The original Eden Park Academy will be renovated but will not be demolished.  
The Renovation of a former Target building will not involve any demolition of the facility.

6. Provide a legal description and the prior year's ad valorem tax statement.

**The School is Exempt from Ad Valorem Taxation**

7. Describe anticipated traffic impact in terms of vehicles per day, peak traffic hours and anticipated total volume.

The impact at Real Learning Academy will be minimal when compared to the original use of the building as a Target.

8. Does the Applicant currently own the Project site?

Yes  Eden Park Academy  
No  REAL Learning Academy (Former Target)

9. If the Applicant presently owns the Project site, please provide evidence of ownership and complete the following information.

Purchase Date **06/20/05**

Purchase Price **\$ 3,000,000.00**

Balance of Existing Mortgage: **\$ 2,330,448.00**

Holder of Existing Mortgage: **Horizon Bank**

10. If the Applicant presently holds an option to purchase the Project or Project site, please provide a copy of the executed Option Agreement. If option has been assigned, provide a detailed written description of the assignment including copies of all contracts and agreements relating to the assignment. Also, please provide the following:

N/A

11. Present Owner [Redacted]  
Purchase Price [Redacted]  
Date of Option Agreement [Redacted]  
Expiration Date of Option Agreement [Redacted]

12. If the Applicant has an executed contract to purchase the Project or Project site, please provide a copy of the executed purchase contract between the Applicant and the Present Owner. If date acquired by the Present Owner is within 1 year of the date of this application, also provide a copy of the purchase contract between the seller and the Present Owner. Also, please provide the following:

Present Owner Target  
Date of Contract 06/15/12  
Purchase Price \$ 10,250,000.00  
Settlement Date Bond Closing  
Date Present Owner Acquired Project or Project Site 06/07/85

13. If the Applicant does not presently own the Project or Project site, please describe any relationship that exists by virtue of common control or ownership between the Applicant and the Present Owner of the Project or Project site. Please provide copies of any documents demonstrating such a relationship exists.

None

14. Please indicate whether the cost of the Project site is to be included in the financing.

Yes   
No

15. What is the present number and general description of residential units on the Project site?

None -- Not Applicable

16. Does the Project consist of additions to and/or renovation and rehabilitation of existing units?

Yes  Not Applicable  
No

17. If a rehab, what is the age of the units?

Not Applicable

18. If a rehab, generally describe the proposed additions/improvements to be made. Include descriptions of the type of improvements, and amount to be spent per unit and for common areas. Please provide a list of total project improvements by cost and category.

The renovations to the Target Facility include the build out of approximately 50,000 sq. ft. of classrooms and educational space.  
  
The Renovations of Eden Park Academy will upgrade the existing facility and add several classrooms in order to operate the school at capacity.

19. If a rehab/existing property, please provide financial statements (YE balance sheets and profit and loss statements preferred) for the last three years. **Audits Attached**

20. Will any tenants require relocation due to the expected renovation and rehabilitation?

Yes

No

Not Applicable

If yes, please provide a detailed relocation plan and budget.

21. Describe the overall style of the Project (e.g. garden apartments, midrise, high-rise, etc.), exterior construction materials, energy conservation considerations and landscaping design. Provide a site sketch showing proposed location of the units on the site and an architect's rendering if available.

Drawings Attached in Ratings Presentation

22. Describe any additional facilities included or to be included in the Project, such as parking, WiFi, laundry, office, recreational facilities, computer lab/business center, etc. If any of the facilities are anticipated to generate income, indicate projected amount.

Both facilities have existing parking.

23. Please see tab II.a. to provide information on current and proposed rents and vacancy for the Project.

**Not Applicable**

24. Please see tab II.b. to provide information on amenities planned for the Project as well as utility structure.

**Not Applicable**

25. Describe any restrictions the Applicant intends to impose on project tenants (i.e. family size, no children, no pets, etc.)

**Not Applicable**

**Not Applicable**

26. Does the Applicant intend to set aside 5% of the units for occupancy by the elderly?

Yes

No

Not Applicable

27. Does the Applicant intend to pay the required fee to the Texas Department of Aging and Disability Services at closing in lieu of offering 5% of units to the elderly?

Yes

No

Not Applicable

28. Please see tab II.c. to provide estimated costs of developing, constructing and equipping, or acquiring and rehabilitating the Project. Provide additional information as necessary.

29. Has construction or rehabilitation work on the Project begun?

Yes

No

30. Please indicate construction start and completion date, and date units will be available for occupancy.

Start

07/01/12

Completion

12/31/12

Initial Occupancy

01/01/13

31. Please provide the contact information for the contractor for the Project. Provide any information concerning projects previously completed by this contractor, including location, date of completion, # of units and approximate construction costs for each project.

Name:  
Address:  
City, ST Zip:  
Phone #:  
Email:

32. Please provide the following information on the architect for the Project.

Name:  
Address:  
City, ST Zip:  
Phone #:  
Email:

33. If work has begun, indicate the type and amount of costs expended or incurred to date with respect to the Project.

Approximately \$1,000,000 has been expended at the time of this application and, by closing, the school anticipates expending an additional \$1,000,000.

34. Describe briefly the anticipated arrangements for management of the Project. If a professional management company will be employed, provide a resume for the company and an estimate of the management fee either monthly or annually.

None

35. If a professional management company will be employed, please provide the name, address, phone # and email for the company. Not Applicable

Name:  
Address:  
City, ST Zip:  
Phone #:  
Email:

Not Applicable

36. Make a statement regarding the demand and market need for the Project and provide proof, if any (i.e. market survey, feasibility analysis, etc.)

Ratings Presentation attached with projections, etc.

37. State the best estimates as to the minimum family income levels of the expected tenants required in order to pay anticipated monthly rental amounts.

Not Applicable













**THE TRAVIS COUNTY HOUSING FINANCE CORPORATION  
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE**

**DEVELOPMENT COSTS**

ITEM	Real Learning Academy COST	Eden Park
Land & Existing Improvements	\$ 10,250,000.00	\$ 2,330,448.00
Demolition	\$ -	\$ -
Site Work	\$ -	\$ -
Relocation	\$ -	\$ -
New Construction Hard Costs	\$ -	\$ -
Rehabilitation Hard Costs	\$ 3,875,000.00	\$ 2,225,000.00
Contractor Overhead	\$ -	\$ -
Contractor Profit	\$ -	\$ -
Construction Contingency	\$ -	\$ -
Architect Fee - Design	\$ -	\$ -
Architect Fee - Supervision	\$ -	\$ -
Permits	\$ -	\$ -
Construction Insurance	\$ -	\$ -
Construction Interest	\$ -	\$ -
Loan Origination - Construction	\$ -	\$ -
Loan Origination - Permanent	\$ -	\$ -
Credit Enhancement Fees	\$ -	\$ -
Taxes	\$ -	\$ -
Title and Recording	\$ 30,000.00	\$ 30,000.00
Property Appraisal	\$ 3,500.00	\$ -
Market Study	\$ -	\$ -
Environmental Study	\$ 1,500.00	\$ 1,500.00
Start Up - Marketing	\$ -	\$ -
Surveys & Soil Testing	\$ 1,500.00	\$ 1,500.00
Organizational	\$ -	\$ -
Bridge Loan Fees	\$ -	\$ -
Tax Opinion	\$ -	\$ -
Developer's Overhead	\$ -	\$ -
Developer's Fee	\$ -	\$ -
Rent-up Reserve	\$ -	\$ -
Reserve Fund	\$ 1,290,000.00	\$ -
Cost of Issuance (Total)	\$ 868,000.00	
Other		
<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$ 20,907,948.00</b>	<b>\$ 4,588,448.00</b>

**THE TRAVIS COUNTY HOUSING FINANCE CORPORATION  
RESIDENTIAL DEVELOPMENT FINANCING QUESTIONNAIRE**

**FINANCING INFORMATION**

**PLEASE PROVIDE THE FOLLOWING INFORMATION ON THE FINANCING FOR THE PROJECT**

1. Please provide an appraisal of the Project no less than 30 days prior to closing. If the site is vacant, please provide a land appraisal dated no more than 120 days prior to this Application. Please note, multifamily land sales should be utilized to determine value for multifamily land. If the Project is an existing multifamily property, please provide an appraisal dated no more than 120 days prior to this Application. The appraisal should have an "as is" value and a land value. If the property is currently market rate and the regulatory agreement will restrict rents/cash flow, please also provide "as proposed" stabilized and unstabilized values, and a value of the favorable financing.

Total Development Costs (will populate from tab II.c.)

**\$20,907,948**

2. Of total development costs, please indicate the percentage of the Project costs for the Applicant desires financing and the amount of equity investment in the Project which the Applicant proposes to make.

Percentage  
Equity Investment

Accumulated value at Eden Park Campus

100.00%  
Unknown

3. Briefly describe the nature of the equity investment.

N/A

4. State the maximum principal amount of bonds that the Applicant desires that the Corporation issue to provide financing or refinancing for the Project.

\$22,500,000

5. If a refinancing of bonds previously issued by the Corporation, please describe the current financial situation of the Project, the refinancing plans, and the future cash flow expectations in detail. Also describe whether the Project will be sold by the current owner before or after the bonds are issued.

N/A

6. Indicate any other rent supplement, loan guarantee, grant or mortgage insurance for which the Applicant has made, or intends to make, application for with respect to the Project.

None

7. Has the Applicant made application to HUD for housing assistance payments under Section 8 of the U.S. Housing Act of 1937? If so, on what percentage of the Project's units?

- Yes, on 100% of the units
- Yes, on 20% of the units
- No

Not Applicable

8. Please describe all sources of financing.

**\$13,365,000 Education Revenue Bonds (Wayside Schools) Series 2012A**  
**\$715,000 Taxable Education Revenue Bonds (Wayside Schools) Series 2012B**  
**\$7,060,000 Taxable Education Revenue Bonds (Wayside Schools) Series 2012Z**  
**(Qualified Zone Academy Bonds - Direct Pay)**

10. Please provide a detailed statement of sources and uses for funds through completion of the acquisition/rehab and/or construction of the Project. If construction is in progress, please additionally provide a sources and uses for what has been spent to date. **See Attached Preliminary Pricing Numbers**

11. Please describe the status of obtaining the sources of funds listed in the statements and describe plans for obtaining financing if it is not obtained from the original source of funds:

The Bonds are the sole source of funds

12. Will any of the funds be used to repay or refinance an existing mortgage or outstanding loan?

Yes  
No

X

13. What percentage of the requested financing is working capital?

0%

14. Describe any other important aspects of the proposed financing, including the nature of the security and required reserve funds. Include a detailed description of any existing or proposed ground leases relating to the Project site, existing deed restrictions, subordinate debt, taxable financing, sale-leaseback arrangements and rights to repurchase the Project or Project site

1st Lien security interest in the gross revenues of the School and the mortgage on properties.

15. Name and contact information of the financial institution (bank, investment banking firm, etc.), if determined, which may be interested in purchasing the bonds if and when such bonds may be approved for sale. It is the responsibility of the Applicant to arrange for the marketing of the bonds if the financing is approved, with the Corporation's concurrence.

Institution: Coastal Securities, Inc.  
Contact Name: Lewis Wilks  
Address: 920 Memorial City Way, 11th Floor  
City, ST, ZIP: Houston, TX 77024  
Phone #: 713-435-4336  
Email: L.Wilks@CoastalSecurities.com

16. If the Applicant has a credit rating, please state the rating and agency:  
Agency: **S&P**

Rating: **Not released as of yet**

17. If the Applicant is a limited partnership, indicate whether it is anticipated that there will be a syndicated offering of partnership shares.

**NO**

18. Explain how the Project will be financed if all or a portion of the amount of the financing applied for herein is denied:

**The School will pursue conventional commercial financing.**

19. Has any member of the identified development team filed/declared bankruptcy or reorganization under bankruptcy regulations? If yes, please explain.

**No**

20. Will the bonds be sold to the public or sold in a private placement to institutional investors? Additional documentation, including an offering memorandum or other disclosure document, may be required in the future, depending on the nature of the proposed offering.

**Public Sale. See Preliminary Official Statement attached as exhibit "A".**

21. If the applicant is not a 501 ( c ) ( 3 ), please provide a balance sheet, profit and loss statement, and statement of financial position OR an annual report to stockholders and an annual report and Form 10-K to the Securities and Exchange Commission for the Applicant.

**The Applicant is a 501 c(3) Organization**

22. Please provide financial statement of the Applicant for the most recent fiscal quarter which ended at least 45 days prior to this Application.

**See attached draft Audit for FYE 2012.**

23. Please detail all changes or events known to management subsequent to the date of the most recent audited balance sheet (including, but not limited to, pending or threatened litigation, claims, assessments, commitments, subsequent information regarding uncollectability of receivables, valuation of assets, changes in corporate structure or statements or prior period financial statements) which may have a material effect on the Applicant's financial position (provide data separately if necessary to provide more detailed information):

**There are no changes**

24. List the face amount of all tax-exempt financing previously arranged by or for the benefit of the principal owner in the County.

Date of Issue	Original Face Amount
<b>N/A</b>	

Current Outstanding Amount

25. Please provide a 15 year pro forma cash flow statement for the Project. Include line items for administrative, operating and maintenance costs, taxes, insurance, payroll and management at a minimum.

**Pro-Forma Attached in Ratings Presentation**



# RATING AGENCY PRESENTATION

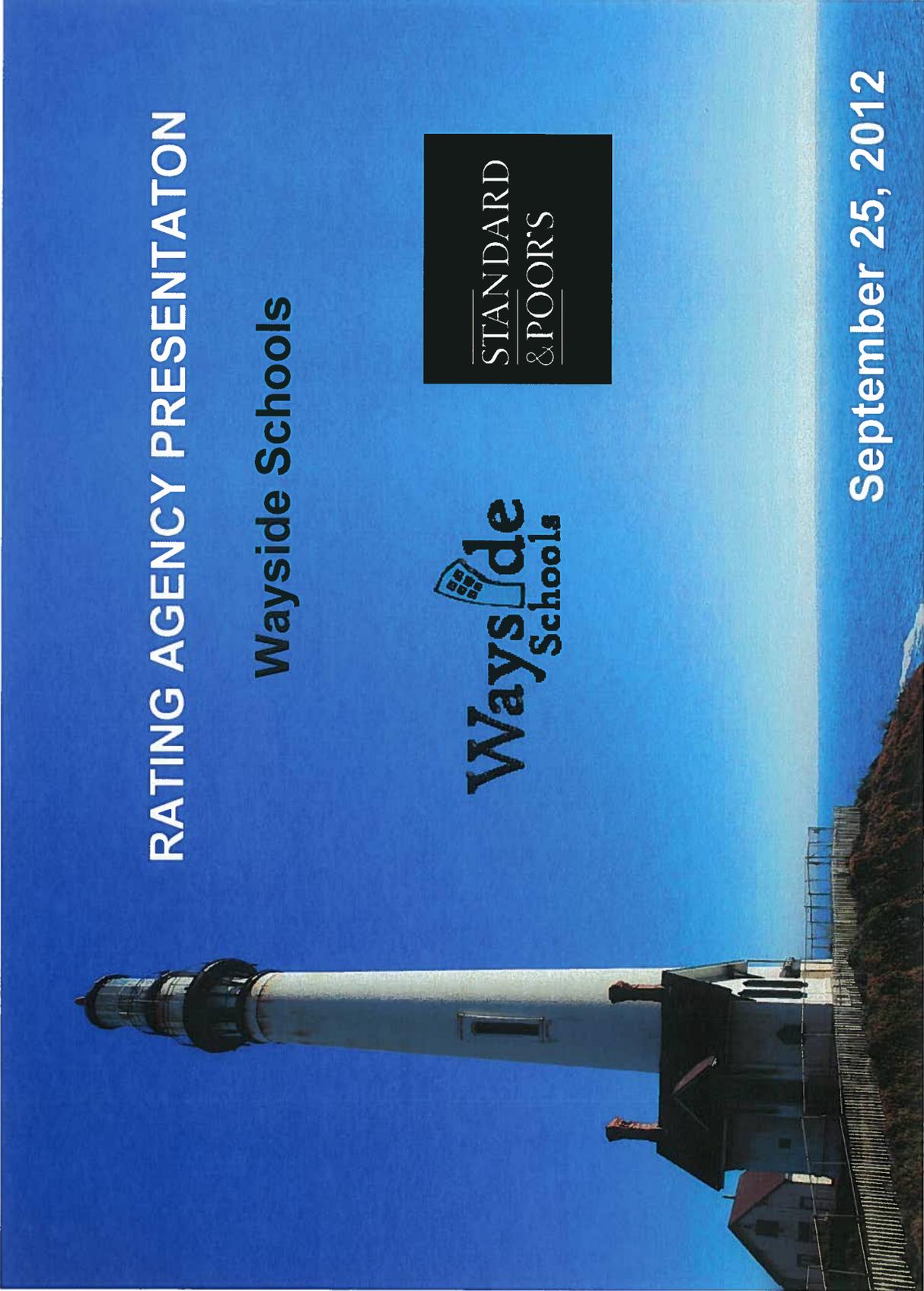
## Wayside Schools



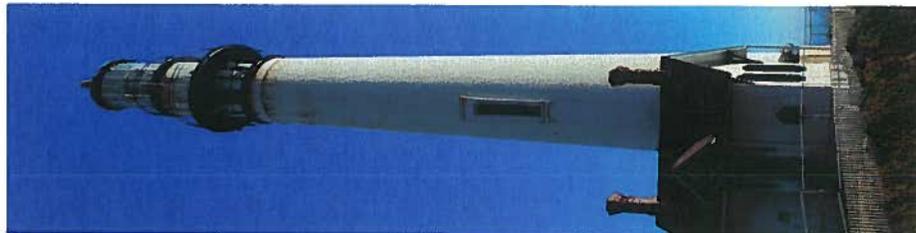
September 25, 2012

**COASTAL SECURITIES, INC.**

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# Our History

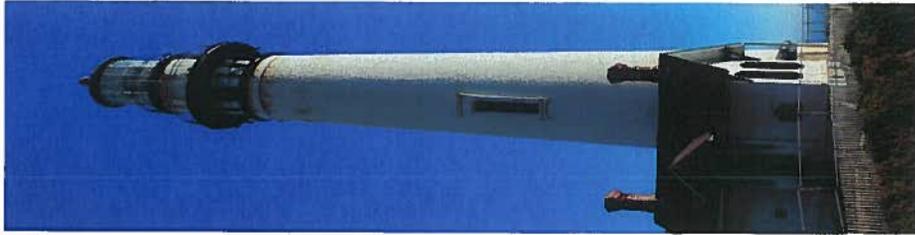


Wayside Schools Charter District became a reality when it opened its door August of 1998. Originally founded as Eden Park Academy, from inception the school thrived in large part to its pioneering staff and committed community.

In fall 2011, the Board of Trustees was granted permission by the Texas Education Agency to expand the current campus to multiple sites serving up to 1,500 children from ages 3-18. Author and local Austinite, Louis Sachar and Harper Collins Publishing gave the school permission to use the name “Wayside Schools” as its new district name.

Today Wayside Schools operates two tuition-free public charter schools serving grades pre-kindergarten – 9<sup>th</sup> grade. Wayside Schools will continue to grow and add a grade level a year until we serve pre-kindergarten – 12<sup>th</sup> grade in the fall on 2015.

The District was rated “Exemplary” by the Texas Education Agency in 2009, 2010, 2011, 2012 for its educational program. The new Financial Integrity Rating System of Texas (FIRST) awarded Wayside Schools with a “Superior” rating for 2011, with a perfect score in financial management.



## **Mission**

Wayside School's mission is to develop students who are competent, confident, productive and responsible young adults who possess the habit, skills and attitude to succeed.

## **Education Philosophy**

Wayside Schools provides a rigorous, community-enriched education guided by a commitment to excellence through personalized instruction. Students, families and educators work within a engaged learning community to build the habits and skills necessary to prepare all learners for success in higher education and global citizenship.

Wayside Schools education model is based on:

- Purposeful Academic Rigor
- Personalized Instruction
- Character Building
- Educator Empowerment and Support

To this end, Wayside Schools has created a unique learning system that provides an opportunity to innovate and explore, to be at the cutting edge of educational reform, and to lead our schools and or community into the 21<sup>st</sup> century.



## Current Campuses

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Wayside currently operates three schools at the following locations (the Campuses):

Eden Park Academy (Pre-K – 8)  
6215 Manchaca Road  
Austin, Texas 78745

Sci Tech Preparatory (9<sup>th</sup>)  
6215 Manchaca Road  
Austin, Texas 78745

Real Learning Academy (Pre-K – 3)  
220 Foremost Drive  
Austin, Texas 78744

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**COASTAL SECURITIES, INC.**



# Wayside Schools

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## Administrators

**Matt Abbott – Chief Executive Officer**

**Lisa Robinson – Chief Academic Officer**

**Teresa Elliott – Chief Operations Officer**

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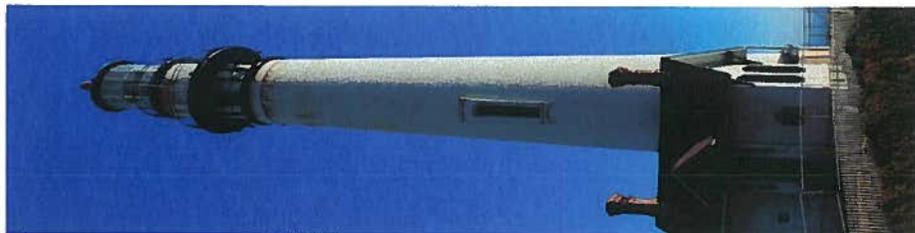
**COASTAL SECURITIES, INC.**



# Wayside Schools

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## Board Members



**John Wilson, - Chair**  
Manager, EBT System Integration and Operations, Texas Health and Human Services Commission

**Heather Mudd - Secretary**  
Chief Executive Officer at Austin Aquascapes, LLC - Professor of Botany at Austin Community College

**Christine Laguna, Ph.D. - Member**  
Service Director, Child and Adolescent Psychiatric Services, Austin State Hospital, Austin Texas

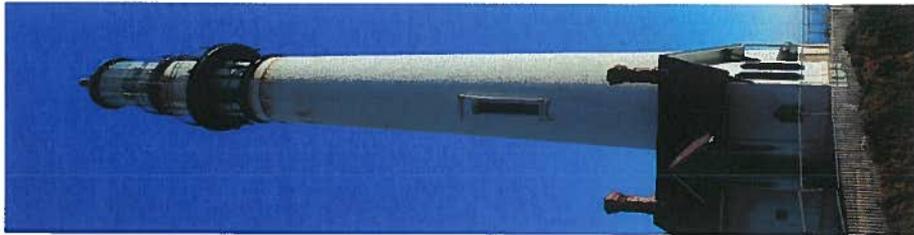
**Stephanie Blevins - Member**

**Mary Nancarrow - Member**  
Professor of Education, Saint Edward's University, Austin, Texas

**Doug Clark, Ph.D. - Member**  
Hope Street Fellow, School Administrator (retired), Community Activist

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**COASTAL SECURITIES, INC.**



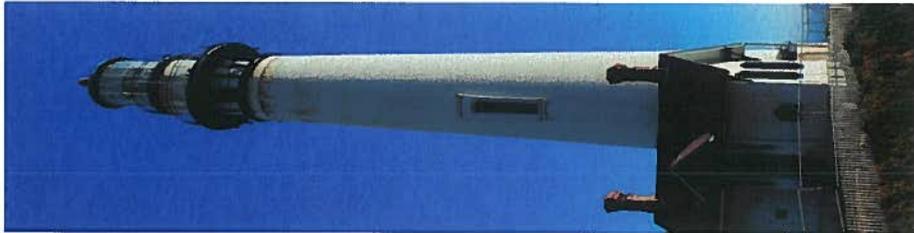
## PROJECT AND FINANCING PLAN



**COASTAL SECURITIES, INC.**



# Financing Team Members



Wayside Schools

**Financial Advisor**

Coastal Securities,  
Inc

**Underwriter**

B.C. Ziegler  
& Company

**Bond Counsel**

Andrews Kurth  
LLP

**Underwriter's Counsel**

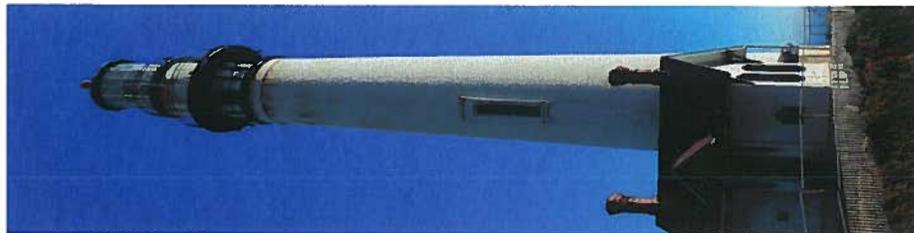
Haynes &  
Boone, L.L.P.

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**COASTAL SECURITIES, INC.**



# Project Overview



The Borrower operates two open-enrollment charter schools under Chapter 12, Texas Education Code, as amended. The Issuer is a nonprofit higher education finance corporation organized and operating under Chapters 53 and 53A, Texas Education Code. The Issuer will issue the Bonds and loan the proceeds thereof to the Borrower for the purposes of i) refinancing an existing loan, the proceeds of which were used to purchase an existing building Eden Park Academy; ii) purchasing a new building to be used as the middle school located at 6405 South IH-35, Austin, Texas; iii) renovating the new middle school building and the existing campus; (iv) purchasing equipment and furniture for both campuses; (v) refinancing certain outstanding debt of the Borrower; (vi) funding a debt service reserve fund; and, (vii) paying the costs of issuing the Bonds.

<u>Projects</u>	<u>Estimated Costs</u>
Property Acquisition - Site Costs	\$10,250,000
Refinance Eden Park Academy	2,330,448
Renovate New Campus (Phase I&II)	3,100,000
Renovate Current Campus (EPA)	2,000,000
Equipment	1,000,000
	<u>\$18,680,448</u>

**COASTAL SECURITIES, INC.**



# Project Overview

## *New Elementary Campus (6405 South IH-35, Austin)*



- Purchase of 115,600 square foot retail property (former Target building) and site consisting of 9 acres of property. Includes one commercial retail pads on property frontage.
- The purchase price was \$10,250,000 and the site and improvements were appraised at \$ \_\_\_\_\_ as of \_\_\_\_\_. Renovation costs of this facility are estimated at \$3,100,000.
- This facility will become the new Elementary School Campus with capacity for 720 students.
- An additional 86 students from Sci-Tech Preparatory students will be housed at the 6405 South IH-35 campus starting in 2013-2014. Sci-Tech will grow to 270 students.
- The total project fund for the new REAL/Sci-Tech Preparatory School Campus is \$13,350,000.

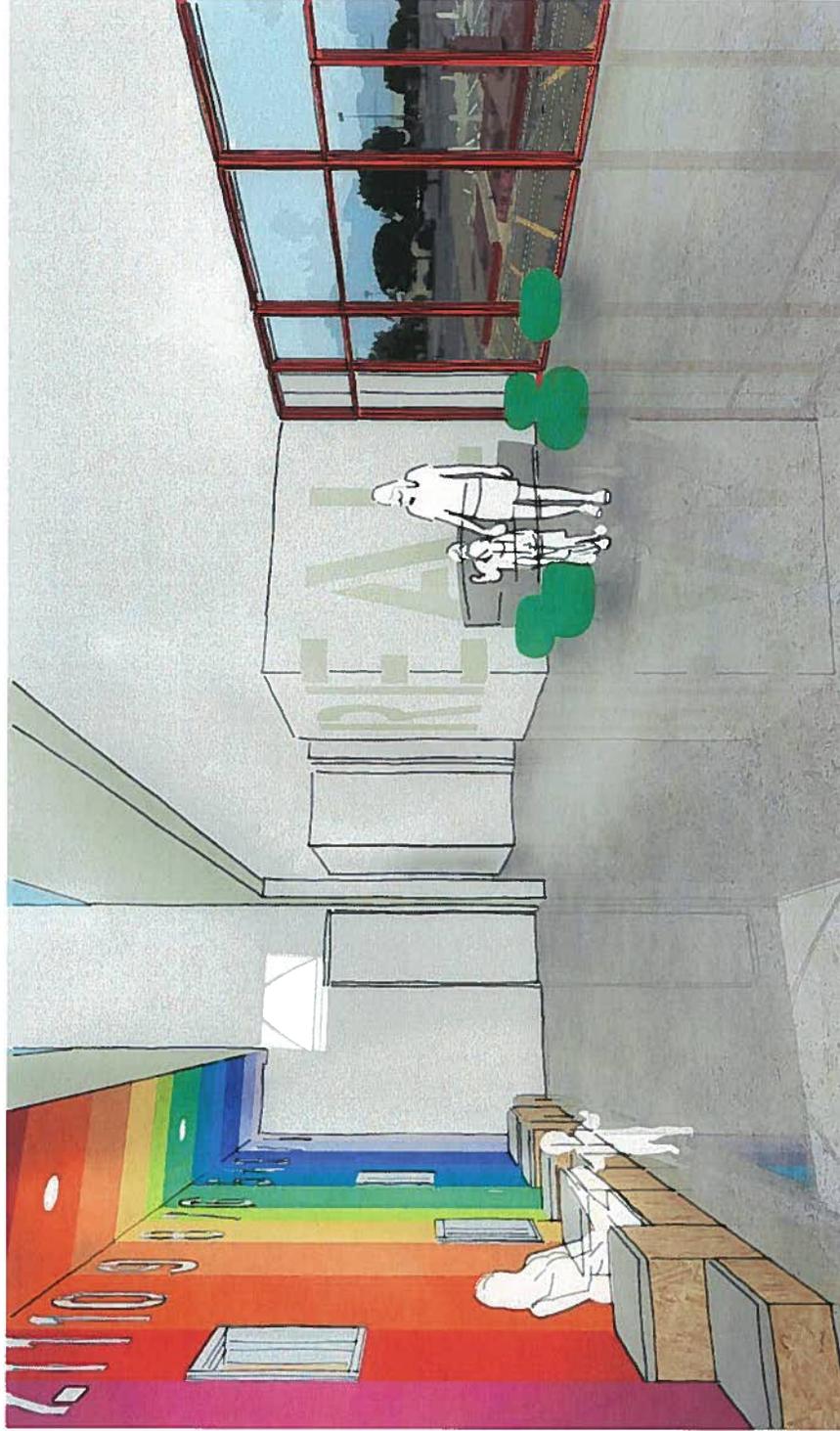
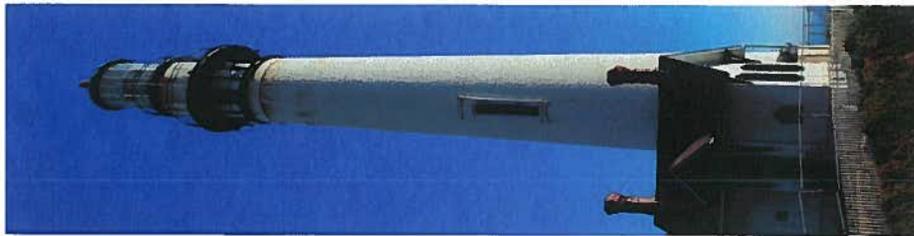
### *Other Projects*

Refinance existing loan (Eden Park Academy, 6215 Manchaca)	\$2,330,448
Renovation of Eden Park Academy (6215 Manchaca)	2,000,000
Equipment purchases (Science lab, playground equipment, kitchen equipment, technology, etc.)	<u>1,000,000</u>
	\$5,330,448

## **COASTAL SECURITIES, INC.**



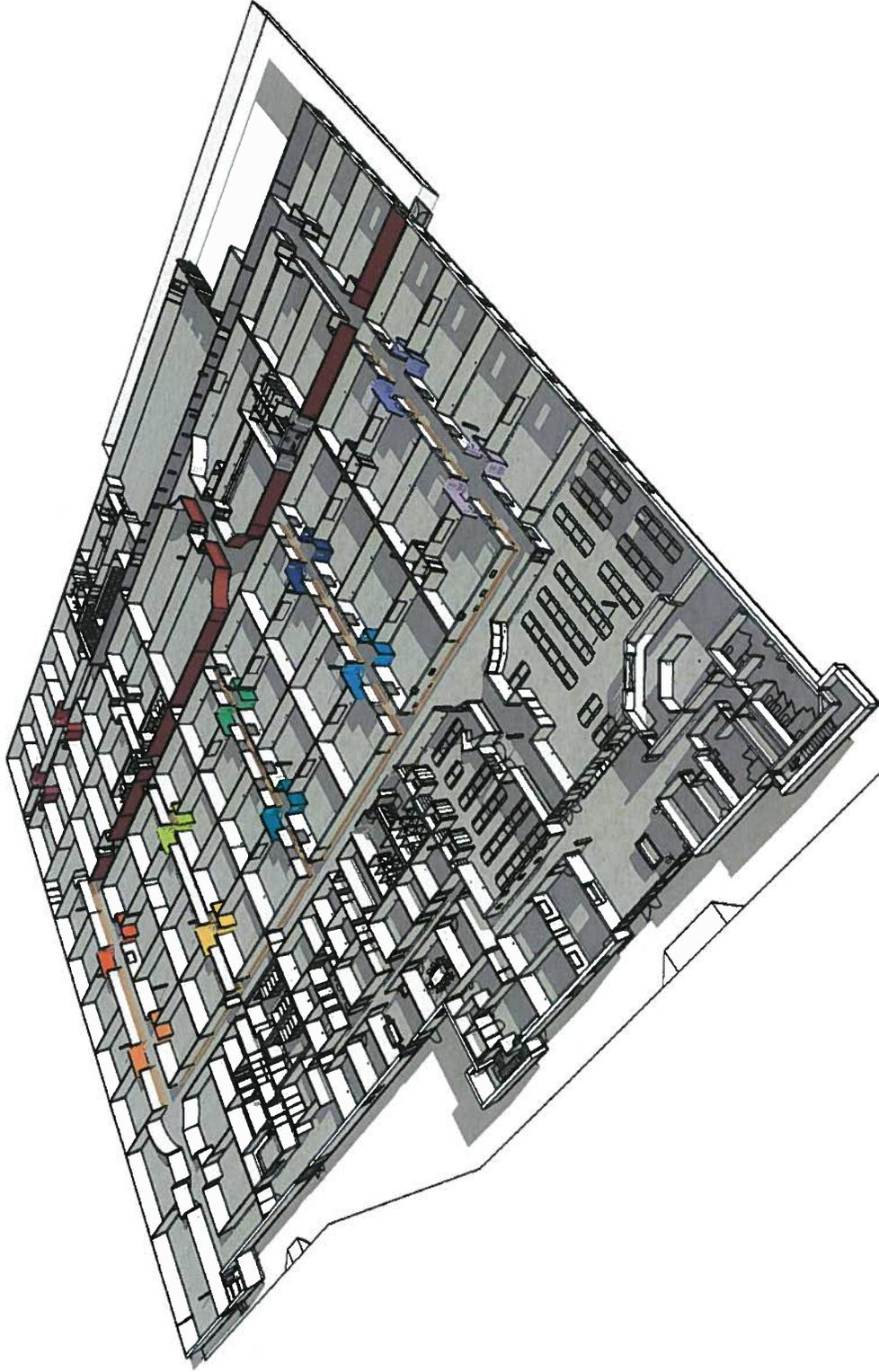
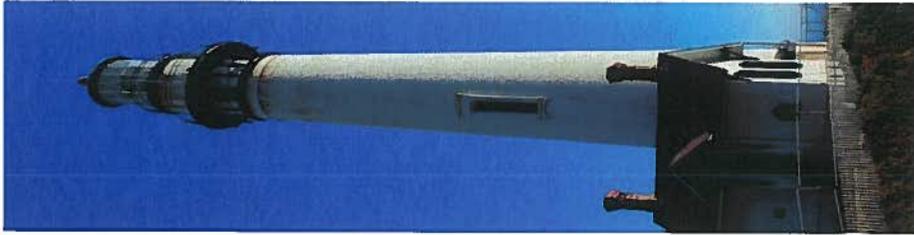
## Project Overview (Elevation View)



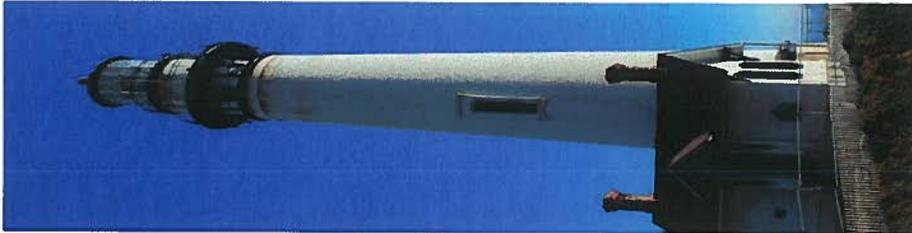
**COASTAL SECURITIES, INC.**



# Project Overview (Floor Plan 1)



**COASTAL SECURITIES, INC.**



# WAYSIDE SCHOOLS FINANCIAL HISTORY



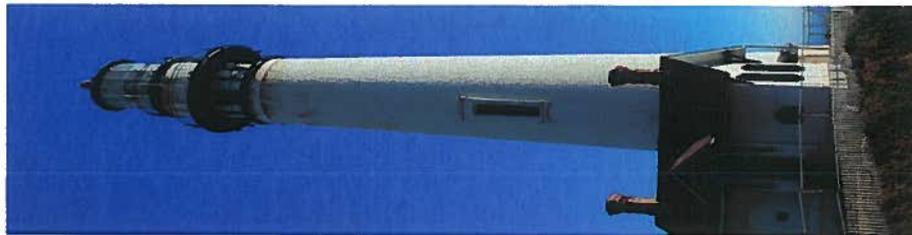
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## COASTAL SECURITIES, INC.



# Financial History

**Balance Sheet**



**Assets:**

	FYE 2012 Total	FYE 2011 Total	FYE 2010 Total	FYE 2009 Total	FYE 2008 Total	FYE 2007 Total
Cash and cash equivalents	\$ 689,048	\$ 645,445	\$ 602,122	\$ 342,527	\$ 545,319	\$ 490,177
Receivables	374,436	325,209	302,527	248,782	204,958	94,046
Due from Fiscal Agent	-	-	-	23,794	20,258	11,226
Due from NYOS	-	-	-	-	190	-
Other Receivables	199,820	20	-	56	-	-
Prepaid Expenses	-	-	-	2,130	12,360	488
Deferred Charges	91,780	19,299	-	-	-	-
Property and Equipment	3,022,566	3,059,057	3,134,950	-	-	-
Accumulated Depreciation	-	-	-	3,190,972	-	-
<b>TOTAL ASSETS</b>	<b>\$ 4,377,650</b>	<b>\$ 4,049,030</b>	<b>\$ 4,039,600</b>	<b>\$ 3,808,260</b>	<b>\$ 783,085</b>	<b>\$ 595,937</b>

**Liabilities:**

Accounts Payable	\$ 6,056	\$ 424	\$ 2,192	\$ 489	\$ 15,274	\$ 360
Payroll Liabilities	-	-	-	-	26,100	936
Accrued Salaries Payable	-	-	-	-	75,873	4,929
Due to Tenant	1,600	12,000	12,000	12,000	-	-
Due to State	3,871	-	-	-	-	-
Current Portion of long-term liabilities	134,301	50,566	245,892	-	-	-
Deferred Revenue	103,002	-	-	-	-	1,485
Long-Term Debt	2,406,804	2,541,895	2,517,753	-	-	-
Notes Payable	-	-	-	2,807,434	-	-
<b>TOTAL LIABILITIES</b>	<b>\$ 2,655,634</b>	<b>\$ 2,604,885</b>	<b>\$ 2,777,837</b>	<b>\$ 2,819,923</b>	<b>\$ 117,247</b>	<b>\$ 7,710</b>

**Net Assets**

Unrestricted	\$ 1,722,016	\$ 1,445,145	\$ 1,261,737	\$ 975,365	\$ 665,838	\$ 559,395
Temporarily restricted	-	-	26	12,972	-	28,833
Permanently restricted	-	-	-	-	-	-
<b>TOTAL NET ASSETS</b>	<b>\$ 1,722,016</b>	<b>\$ 1,445,145</b>	<b>\$ 1,261,763</b>	<b>\$ 988,337</b>	<b>\$ 665,838</b>	<b>\$ 588,227</b>

**TOTAL LIABILITIES AND NET**

<b>TOTAL LIABILITIES AND NET</b>	<b>\$ 4,377,650</b>	<b>\$ 4,050,030</b>	<b>\$ 4,039,600</b>	<b>\$ 3,808,260</b>	<b>\$ 783,085</b>	<b>\$ 595,937</b>
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## COASTAL SECURITIES, INC.



# Financial History

## Statement of Activities



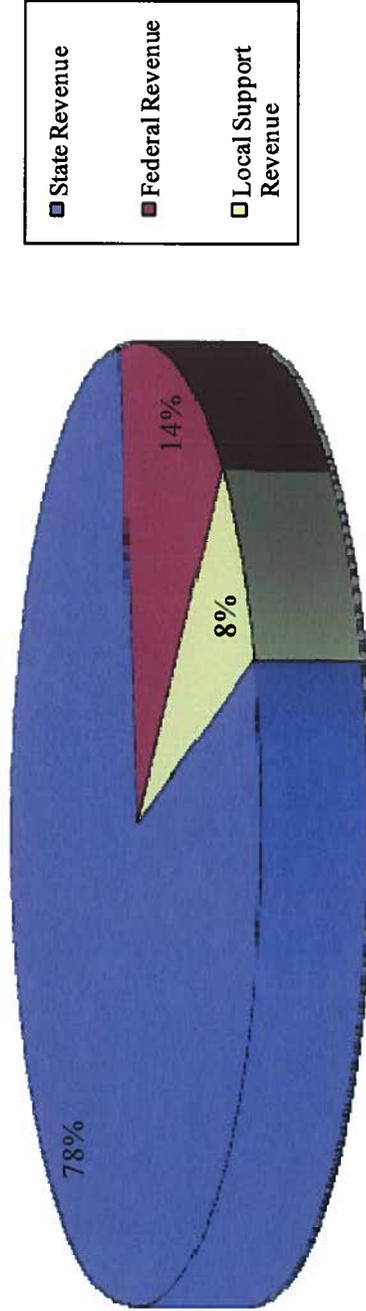
	FYE 2012 Total	FYE 2011 Total	FYE 2010 Total	FYE 2009 Total	FYE 2008 Total	FYE 2007 Total
<b>REVENUES AND OTHER SUPPORT</b>						
Other Revenue from Local Sources	\$ 188,458	\$ 183,844	\$ 239,401	\$ 289,944	\$ 95,860	\$ 100,873
Revenue from Circular	41,671	34,051	25,362	22,915	22,130	25,087
Foundation School Program Act Revenue	1,900,936	1,843,210	1,557,096	1,345,110	1,099,248	1,099,776
State Program Revenues Distributed by TEA	14,311	7,587	6,885	10,276	11,958	13,305
Federal Revenues Distributed by TEA	346,580	183,823	293,536	129,903	104,004	96,111
Interest and Other Income	-	720	4,225	6,450	-	-
<b>Total Revenue</b>	<b>\$ 2,491,956</b>	<b>\$ 2,253,235</b>	<b>\$ 2,126,505</b>	<b>\$ 1,804,598</b>	<b>\$ 1,333,200</b>	<b>\$ 1,335,152</b>
<b>EXPENSES</b>						
Instruction	\$ 1,253,727	\$ 1,181,547	\$ 985,178	\$ 782,299	\$ 696,940	\$ 562,185
Instructional Resources and Media Services	10,135	512	4,556	-	-	-
Instructional School Leadership	58,715	45,942	25,769	37,771	30,171	51,330
Curriculum Development and Instructional Staff	14,067	13,088	18,637	-	-	-
School Leadership	48,339	1,080	49,898	-	-	-
Guidance, Counseling and Evaluation	13,688	13,542	14,607	-	-	-
Health Services	-	-	-	-	-	-
Food Services	80,353	62,169	54,367	-	-	-
General Administration	272,919	179,391	185,986	-	-	-
Plant Maintenance and Operations	236,801	335,071	237,328	-	-	-
Security and Monitoring	4,265	13,200	11,944	-	-	-
Data Processing	11,430	12,760	12,760	-	-	-
Community Services	17,770	21,147	14,882	-	-	-
Support Services Students	-	-	-	86,979	69,875	38,301
Administrative Support Services	-	-	-	151,077	133,654	145,993
Support Services Non Student	-	-	-	237,520	289,190	234,453
Ancillary Services	-	-	-	11,707	6,459	8,782
Debt Service	142,139	150,541	202,103	136,445	-	-
Fund Raising	49,737	40,863	35,064	38,300	29,301	36,959
<b>Total Expenses</b>	<b>\$ 2,214,085</b>	<b>\$ 2,070,853</b>	<b>\$ 1,853,079</b>	<b>\$ 1,482,098</b>	<b>\$ 1,255,590</b>	<b>\$ 1,078,006</b>
<b>CHANGE IN NET ASSETS</b>	<b>\$ 277,871</b>	<b>\$ 182,382</b>	<b>\$ 273,426</b>	<b>\$ 322,500</b>	<b>\$ 77,610</b>	<b>\$ 257,147</b>
<b>NET ASSETS -- BEGINNING OF YEAR</b>	<b>1,444,146</b>	<b>1,261,764</b>	<b>988,338</b>	<b>665,838</b>	<b>588,228</b>	<b>331,081</b>
<b>NET ASSETS -- END OF YEAR</b>	<b>\$ 1,722,017</b>	<b>\$ 1,444,146</b>	<b>\$ 1,261,764</b>	<b>\$ 988,338</b>	<b>\$ 665,838</b>	<b>\$ 588,228</b>

## COASTAL SECURITIES, INC.

# Financial History

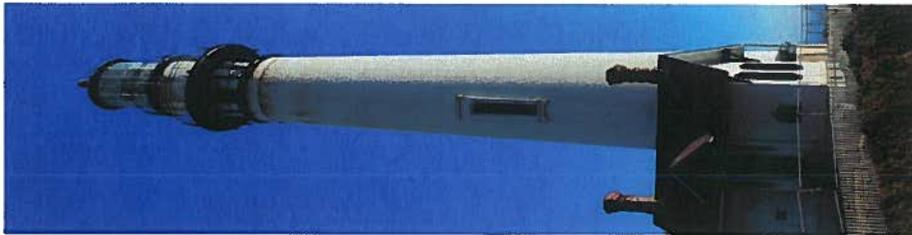


## Source of Revenues - Audit FYE 2012

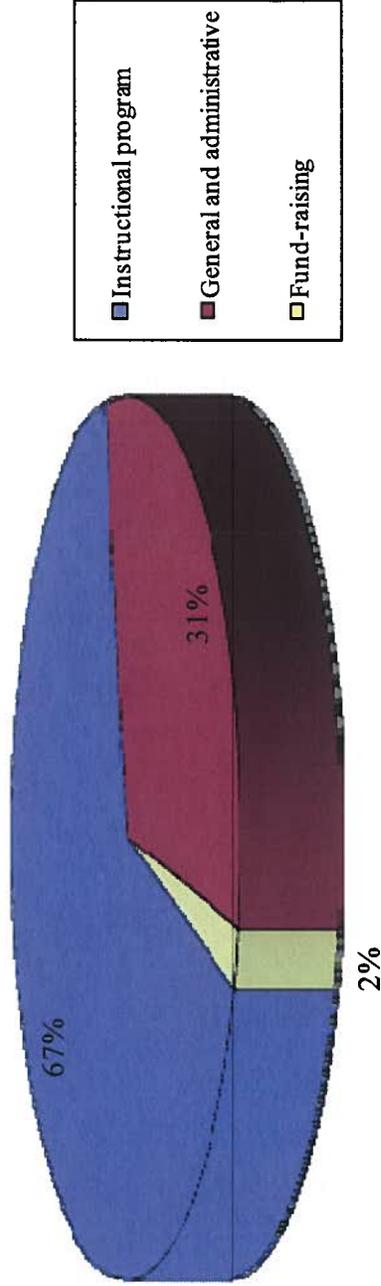


**COASTAL SECURITIES, INC.**

# Financial History

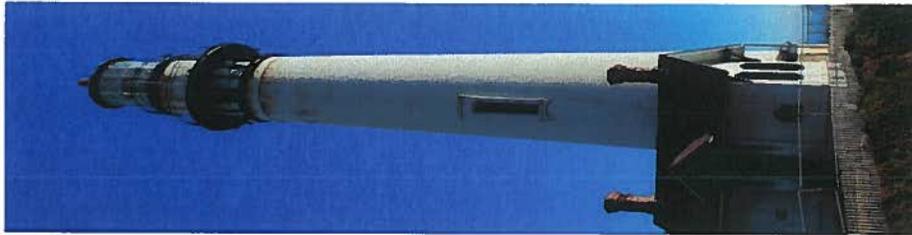


## Expenditures By Category - Audit FYE 2012





# Financial History



## Outstanding Indebtedness

<u>Lender</u>	<u>Principal Outstanding</u>	<u>Rate</u>	<u>Term</u>
Horizon Bank <sup>(a)</sup>	\$2,330,448	6.15%	July 22, 2035
<b>Total</b>	<b><u>\$2,330,448</u></b>		

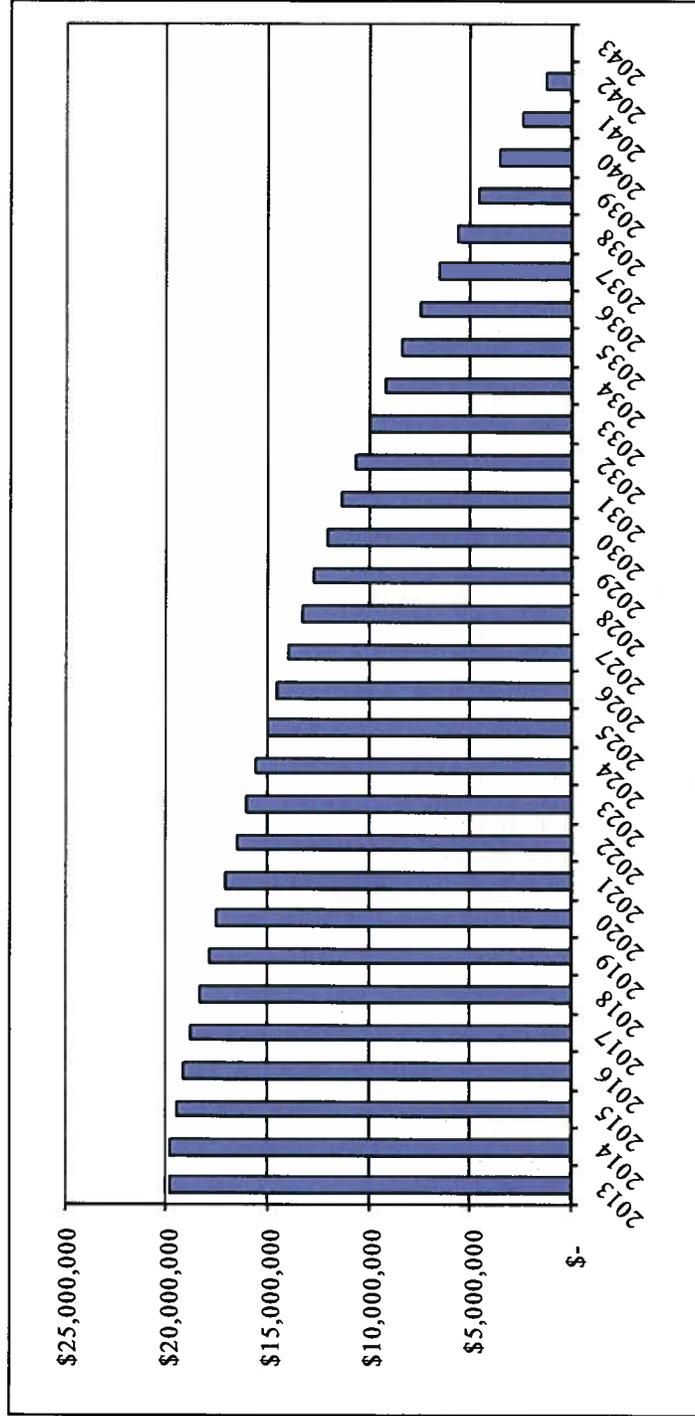
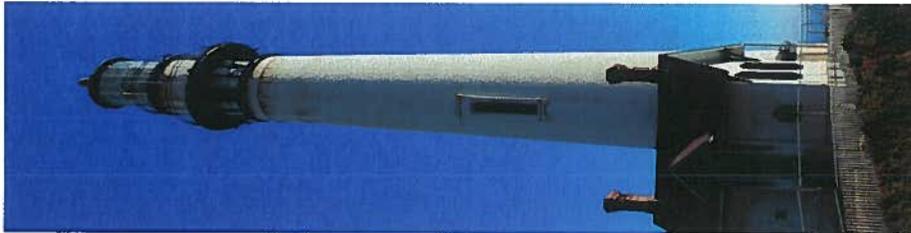
<sup>(a)</sup> To be refunded with proceeds from the sale of 2012 Bonds.

**COASTAL SECURITIES, INC.**



# Financial History

Debt Service retirement schedule for the Series 2012A, Series 2012B and Series 2012Z is shown below.



## COASTAL SECURITIES, INC.

# Financial History



## Existing and Proposed Indebtedness

Annual principal retirement schedule for the Series 2012A Bonds, Series 2012B Bonds and the Series 2012Z Bonds and the Series 2012Z Bonds is shown below.

Wayside Schools  
Education Revenue Bonds, Series 2012A, 2012B and 2012Z

FY Ending 30-Jun	Series 2012A Bonds*			Series 2012B Bonds*			Series 2012Z Bonds*			Total	
	Principal	Interest	Total Debt Service	Principal	Interest	Total Debt Service	Principal	Interest	Estimated Subsidy	Total Debt Service	Total Combined Debt Service
2013	\$ -	\$ 179,438	\$ 179,438	\$ -	\$ 12,163	\$ 12,163	\$ -	\$ 117,200	\$ (69,998)	\$ 47,203	\$ 238,803
2014	-	717,750	717,750	-	48,650	48,650	-	468,800	(279,990)	188,810	955,210
2015	-	717,750	717,750	335,000	36,925	371,925	-	468,800	(279,990)	188,810	1,278,485
2016	-	717,750	717,750	360,000	12,600	372,600	-	468,800	(279,990)	188,810	1,279,160
2017	385,000	707,163	1,092,163	-	-	-	-	468,800	(272,646)	504,954	1,280,917
2018	95,000	693,963	788,963	-	-	-	320,000	457,600	(257,958)	497,242	1,295,567
2019	110,000	688,325	798,325	-	-	-	320,000	435,200	-	481,818	1,291,806
2020	120,000	682,000	802,000	-	-	-	320,000	412,800	(228,582)	481,818	1,291,806
2021	135,000	674,988	809,988	-	-	-	320,000	390,400	(213,894)	474,106	1,291,256
2022	150,000	667,150	817,150	-	-	-	320,000	368,000	(184,518)	457,082	1,286,082
2023	165,000	658,488	823,488	-	-	-	320,000	321,600	(169,830)	446,170	1,289,583
2024	180,000	649,000	829,000	-	-	-	320,000	296,000	(155,142)	435,258	1,286,846
2025	205,000	638,413	843,413	-	-	-	320,000	270,400	(140,454)	424,346	1,287,871
2026	225,000	626,588	851,588	-	-	-	320,000	244,800	(125,766)	413,434	1,287,522
2027	250,000	613,525	863,525	-	-	-	320,000	219,200	(111,078)	402,522	1,285,797
2028	275,000	599,088	874,088	-	-	-	320,000	168,000	(96,390)	391,610	1,287,560
2029	300,000	583,275	883,275	-	-	-	320,000	142,400	(81,702)	380,698	1,287,673
2030	330,000	565,950	895,950	-	-	-	320,000	116,800	(67,014)	369,786	1,286,136
2031	360,000	546,975	906,975	-	-	-	325,000	91,000	(52,211)	363,789	1,287,864
2032	390,000	526,350	916,350	-	-	-	325,000	65,000	(37,294)	352,706	1,287,719
2033	420,000	504,075	924,075	-	-	-	325,000	39,000	(22,376)	341,624	1,285,649
2034	455,000	480,013	935,013	-	-	-	325,000	13,000	(7,459)	330,541	1,286,516
2035	490,000	454,025	944,025	-	-	-	-	-	-	-	1,286,650
2036	550,000	425,975	975,975	-	-	-	-	-	-	-	1,280,638
2037	900,000	386,650	1,286,650	-	-	-	-	-	-	-	1,286,738
2038	955,000	335,638	1,290,638	-	-	-	-	-	-	-	1,289,813
2039	1,005,000	281,738	1,286,738	-	-	-	-	-	-	-	1,284,725
2040	1,065,000	224,813	1,289,813	-	-	-	-	-	-	-	1,286,338
2041	1,120,000	164,725	1,284,725	-	-	-	-	-	-	-	1,284,375
2042	1,185,000	101,338	1,286,338	-	-	-	-	-	-	-	1,284,375
2043	1,250,000	34,375	1,284,375	-	-	-	-	-	-	-	1,284,375
	\$ 13,050,000	\$ 15,847,288	\$ 28,897,288	\$ 695,000	\$ 110,338	\$ 805,338	\$ 6,100,000	\$ 6,582,800	\$ (3,856,748)	\$ 8,826,053	\$ 38,528,678

\* The 2012Z Bonds and the Series 2012B Bonds will be issued simultaneously with the Series 2012A Bonds and will rank on a basis of parity under the Master Indenture (as defined herein)

# COASTAL SECURITIES, INC.



# Financing Covenants

## Additional Bonds Test (2012 Bonds)

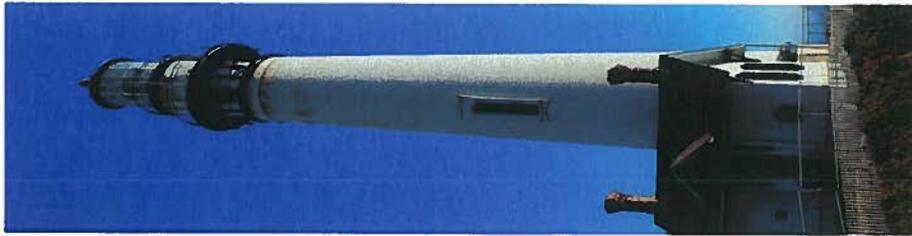
### Historical Coverage on Outstanding Debt

- (i) for Fiscal Years 2013 - 2017, both inclusive, the Available Revenues equal at least 1.20 times Average Annual Debt Service on all Debt then Outstanding prior to the issuance of the additional Debt; and
- (ii) for Fiscal Years 2018 and thereafter, the Available Revenues equal at least 1.20 times Maximum Annual Debt Service on all Debt then Outstanding prior to the issuance of the additional Debt; and

### Projected Coverage for Additional Debt.

An Independent Management Consultant selected by the Company provides a written report setting forth projections which indicate that the estimated Available Revenues are equal to at least 1.00 times Maximum Annual Debt Service for all Debt then Outstanding, including the proposed additional Debt, in the Fiscal Year immediately following the completion of the Project being financed. The report of the Independent consultant shall take into account (i) the audited results of operations and verified enrollment of the Project for the most recently completed Fiscal Year and (ii) the projected enrollment for the Fiscal Year immediately following the completion of the new Project, and shall assume that the proposed additional Debt shall have been outstanding for the entire year.

- The debt service coverage ratio assuming MADS on all debt outstanding, including the issuance of the Bonds, is 1.56 times for fiscal year ending 2014 and increases in future years based on the School's projections.





# Overview: District Operating Performance

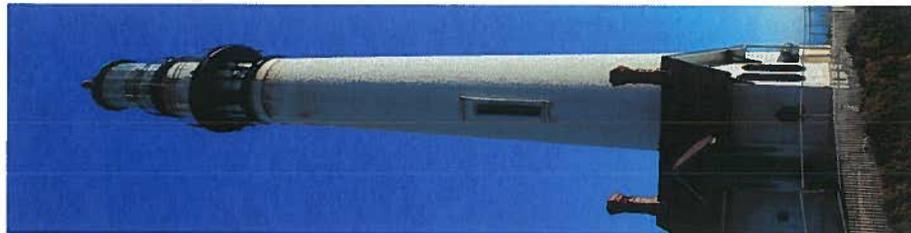


	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Revenues</b>						
Charter School Start-Up Grant	\$ 429,970.00	\$ 300,000.00	\$ 300,000.00	\$ -	\$ -	\$ -
21st Century Grant (Aftercare)	\$ 150,041.00	\$ 150,041.00	\$ 150,041.00	\$ 150,041.00		
School Foundation Program	\$ 4,865,161.84	\$ 6,345,447.44	\$ 9,512,236.20	\$ 10,761,985.36	\$ 12,184,380.74	\$ 13,406,044.82
Child Nutrition Program	\$ 483,039.00	\$ 483,039.00	\$ 483,039.00	\$ 483,039.00	\$ 483,039.00	\$ 483,039.00
Federal Funds	\$ 197,152.80	\$ 256,320.00	\$ 395,160.00	\$ 462,444.00	\$ 514,562.40	\$ 557,709.60
Rental Income	\$ 174,918.00	\$ 276,288.00	\$ 276,288.00	\$ 276,288.00	\$ 289,888.00	\$ 289,888.00
Interest Income	\$ 6,097.00	\$ 5,526.00	\$ 4,925.00	\$ 4,294.00	\$ 3,631.00	\$ 4,182.00
Fundraising and Grants	\$ 335,000.00	\$ 250,000.00	\$ 275,000.00	\$ 300,000.00	\$ 325,000.00	\$ 350,000.00
	<b>\$ 6,641,379.64</b>	<b>\$ 8,066,661.44</b>	<b>\$ 11,396,689.20</b>	<b>\$ 12,438,091.36</b>	<b>\$ 13,800,501.14</b>	<b>\$ 15,090,863.42</b>

## COASTAL SECURITIES, INC.



# Overview: District Operating Performance



	2012-13 Year 1	2013-14 Year 2	2014-15 Year 3	2015-16 Year 4	2016-17 Year 5	2017-18 Year 6
<b>Expenses</b>						
<b>Salaries and Benefits (6100)</b>						
General Operations	\$ 704,451.24	\$ 772,946.77	\$ 1,054,693.32	\$ 1,141,889.39	\$ 1,175,178.78	\$ 1,331,997.51
Eden Park Academy	\$ 1,652,387.16	\$ 1,468,791.74	\$ 1,547,779.42	\$ 1,699,976.80	\$ 1,722,535.51	\$ 1,630,057.23
REAL Learning Academy	\$ 1,313,905.29	\$ 1,729,730.20	\$ 1,795,850.21	\$ 2,030,725.56	\$ 2,209,612.18	\$ 2,010,059.84
Elementary #3	\$ -	\$ -	\$ 1,220,668.77	\$ 1,415,736.59	\$ 1,573,542.27	\$ 1,631,516.33
Middle/High School	\$ -	\$ 424,071.65	\$ 612,616.98	\$ 667,637.23	\$ 1,136,560.20	\$ 1,136,560.20
	<b>\$ 3,670,743.68</b>	<b>\$ 4,395,540.35</b>	<b>\$ 6,231,608.71</b>	<b>\$ 6,955,965.58</b>	<b>\$ 7,817,428.93</b>	<b>\$ 7,740,191.11</b>
<b>Contracted Services (6200)</b>						
General Operations	\$ 1,082,045.40	\$ 1,116,500.00	\$ 1,668,780.00	\$ 2,003,920.00	\$ 2,312,646.00	\$ 2,629,316.00
Eden Park Academy	\$ 52,448.00	\$ 42,560.00	\$ 48,528.00	\$ 54,087.00	\$ 60,588.00	\$ 65,412.00
REAL Learning Academy	\$ 54,962.93	\$ 74,230.00	\$ 90,182.00	\$ 109,986.00	\$ 125,386.00	\$ 145,562.00
Elementary #3	\$ -	\$ -	\$ 34,840.00	\$ 44,160.00	\$ 53,960.00	\$ 61,320.00
Rent (2014 Facility)	\$ -	\$ -	\$ 205,920.00	\$ 253,440.00	\$ 300,960.00	\$ 300,960.00
	<b>\$ 1,189,456.33</b>	<b>\$ 1,233,290.00</b>	<b>\$ 2,048,250.00</b>	<b>\$ 2,465,593.00</b>	<b>\$ 2,853,540.00</b>	<b>\$ 3,202,570.00</b>
<b>Supplies and Materials (6300)</b>						
General Operations	\$ 136,200.00	\$ 148,750.00	\$ 222,250.00	\$ 266,400.00	\$ 308,574.00	\$ 349,721.00
Eden Park Academy	\$ 22,797.00	\$ 20,976.00	\$ 35,722.00	\$ 39,567.00	\$ 44,352.00	\$ 48,024.00
REAL Learning Academy	\$ 239,009.00	\$ 58,813.00	\$ 71,338.00	\$ 86,873.00	\$ 98,896.00	\$ 115,652.00
Elementary #3	\$ -	\$ -	\$ 226,780.00	\$ 34,880.00	\$ 42,560.00	\$ 48,720.00
	<b>\$ 398,006.00</b>	<b>\$ 228,539.00</b>	<b>\$ 556,090.00</b>	<b>\$ 427,720.00</b>	<b>\$ 494,382.00</b>	<b>\$ 562,117.00</b>

## COASTAL SECURITIES, INC.



# Overview: District Operating Performance

Continued:

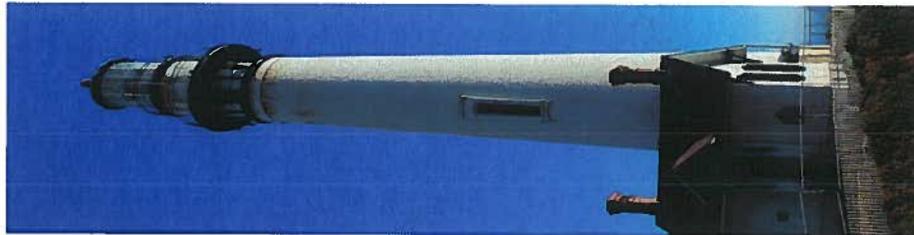


Expenses	2012-13 Year 1	2013-14 Year 2	2014-15 Year 3	2015-16 Year 4	2016-17 Year 5	2017-18 Year 6
<b>Miscellaneous Operating Costs (6400)</b>						
General Operations	\$ 103,340.00	\$ 128,625.00	\$ 191,770.00	\$ 230,880.00	\$ 267,099.00	\$ 303,946.00
Eden Park Academy	\$ 17,500.00	\$ 16,112.00	\$ 18,535.00	\$ 20,328.00	\$ 22,968.00	\$ 24,840.00
REAL Learning Academy	\$ 29,500.00	\$ 47,964.00	\$ 58,551.00	\$ 70,933.00	\$ 81,236.00	\$ 94,715.00
Elementary #3	\$ -	\$ -	\$ 22,620.00	\$ 28,480.00	\$ 34,960.00	\$ 39,900.00
Operating Expenses (NNNN REAL)	\$ 29,781.60					
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 180,121.60</u>	<u>\$ 192,701.00</u>	<u>\$ 291,476.00</u>	<u>\$ 350,621.00</u>	<u>\$ 406,263.00</u>	<u>\$ 463,401.00</u>
<b>Debt (6500)</b>						
Bond Interest (Series 2012 A, B, & Q)	\$ 60,030.25	\$ -	\$ -	\$ -	\$ -	\$ -
Eden Park (Horizon Bank through Nov.)	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Loan Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Middle/High School	\$ 70,030.25	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ 5,508,357.86</u>	<u>\$ 6,050,070.35</u>	<u>\$ 9,127,424.71</u>	<u>\$ 10,199,899.58</u>	<u>\$ 11,571,613.93</u>	<u>\$ 11,968,279.11</u>
<b>Total Expenditures</b>						
	<u>\$ 1,133,021.78</u>	<u>\$ 2,016,591.09</u>	<u>\$ 2,269,264.49</u>	<u>\$ 2,238,191.78</u>	<u>\$ 2,228,887.21</u>	<u>\$ 3,122,584.31</u>
<b>Net Revenue Over Expenses</b>						
Estimated Annual Debt Service	\$ 238,802.50	\$ 955,210.00	\$ 1,278,485.00	\$ 1,279,160.00	\$ 1,280,972.50	\$ 1,293,916.50
Estimated Max Annual Debt Service	\$ 1,295,567.00	\$ 1,295,567.00	\$ 1,295,567.00	\$ 1,295,567.00	\$ 1,295,567.00	\$ 1,295,567.00
Coverage (Estimated Annual)	3.67	2.11	1.77	1.75	1.74	2.41
Coverage (Max Annual)	0.87	1.56	1.75	1.73	1.72	2.41
Student Enrollment	668	875	1270	1480	1659	1831

**COASTAL SECURITIES, INC.**

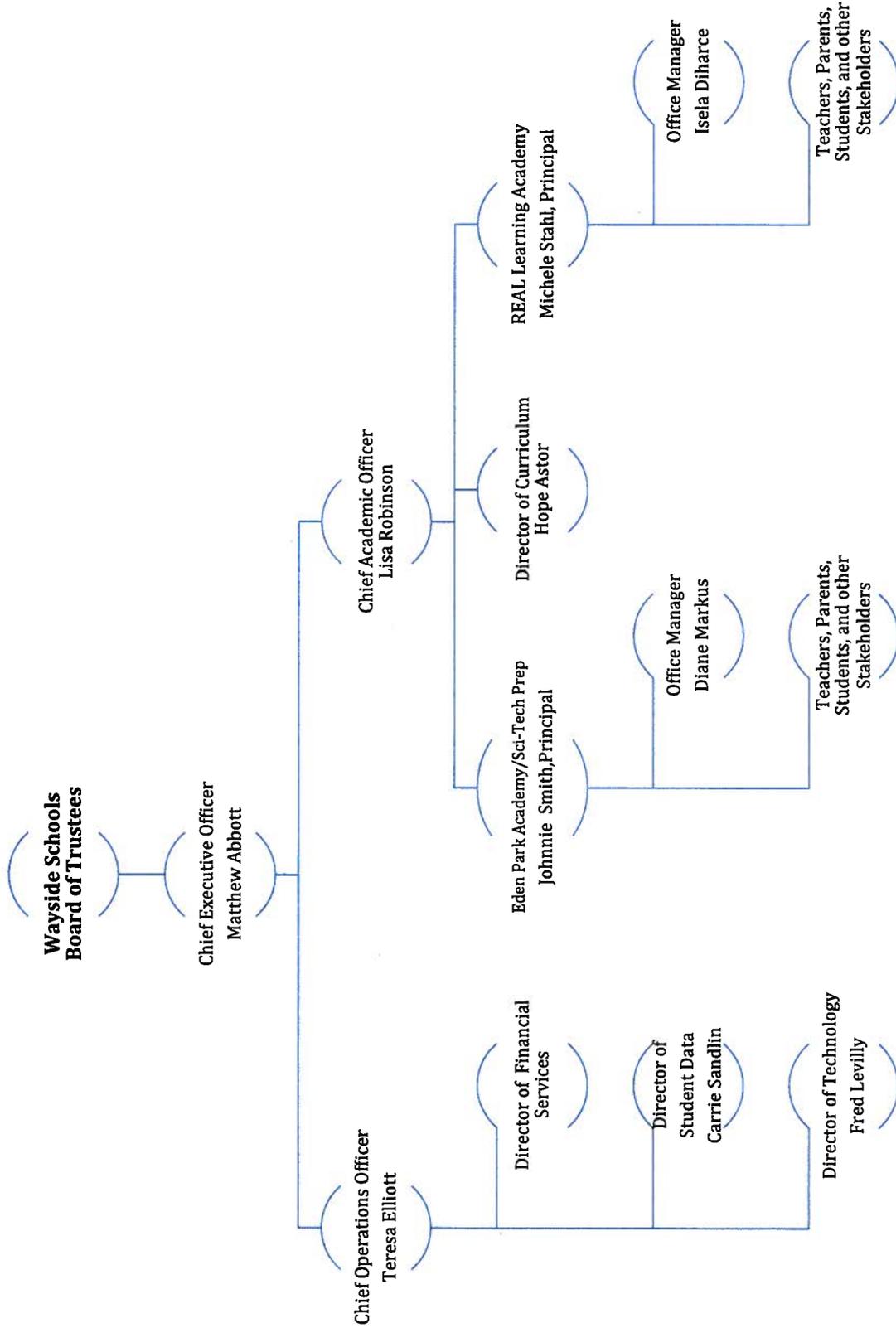
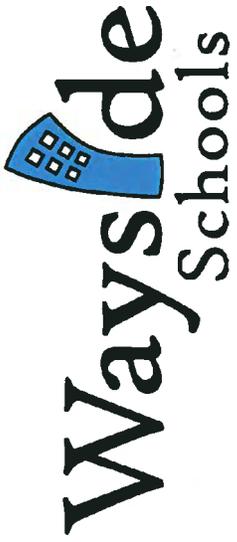


# Timetable of Events



<b>9/25</b>	<b>Rating Agency Meeting/Site Visit at School</b>
<b>10/19</b>	<b>Receive Rating</b>
<b>Week of 10/22</b>	<b>Investor Call</b>
<b>Week of 10/29</b>	<b>Bond Pricing</b>
<b>10/29 Trust</b>	<b>Wayside Schools Board Meeting – Adopt resolution authorizing Indenture, Loan Agreement and executing the Bond Purchase Agreement</b>
<b>11/7</b>	<b>Print and Distribute Final Offering Documents</b>
<b>12/5</b>	<b>Closing</b>

**COASTAL SECURITIES, INC.**



## **400.020. ADMISSIONS & ENROLLMENT**

## **[CHARTER BOARD POLICY]**

The governing body (“Board”) of Wayside Schools adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

### **SECTION 1. Admissions**

Section 1.1. Non-Discrimination Policy. Wayside Schools admissions and enrollment shall be free from discrimination based on sex, national origin, ethnicity, religion, disability, academic, artistic, athletic ability, or the district the child would otherwise attend under state law.

Section 1.2. Admission Application Deadline. Wayside Schools admission application deadline for the following school year is March 15<sup>th</sup>.

Section 1.3 Lottery. Wayside Schools will conduct the lottery for each of its campuses on April 1<sup>st</sup> of each year. All applications will be drawn randomly and placed in a class, space permitting. If no opening in the applicant’s grade level exists, the applications will be placed in the order they were drawn. Applications received after March 15<sup>th</sup> will be placed after the lottery applicants in the order they were received.

Section 1.4. Exclusion from Admission. Wayside Schools reserves the right to exclude from admission a student who has a documented history a criminal offense, a juvenile court adjudication, or discipline problems under the Education Code, Chapter 37, Subchapter A.

### **Section 2. Enrollment**

Section 2.1. Eligibility. The Chief Executive Officer, or designee, shall ensure that appropriate measures are taken to verify, on enrollment, that a student is entitled to enroll in Wayside Schools. Areas to be verified include, but are not limited to, a student’s residency and grade level.

Section 2.2. Enrollment Documentation. Upon a student’s enrollment, the Chief Executive Officer, or designee, shall ensure that a bona fide effort is made to secure all records and required documentation pertaining to the student.

Section 2.3. Establishing Identification. Any of the following documents are acceptable for proof of identification and age: birth certificate; driver’s license; passport; school ID card, records, or report card; military ID; hospital birth record; adoption records; church baptismal record; or any other legal document that establishes identity.

**600.020 EQUAL OPPORTUNITY**

**[CHARTER BOARD POLICY]**

The governing body ("Board") of Wayside Schools adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

**SECTION 1. Anti-Discrimination Policy**

Wayside Schools' employees shall not engage in discrimination or harassment motivated by race, color, religion, sex, disability, military service, or age directed toward other Wayside Schools' employees or students. A substantiated charge of discrimination and/or harassment shall result in disciplinary action. Retaliation against employees or students who report discrimination and/or harassment is strictly prohibited. Acts of retaliation may result in disciplinary action up to and including termination.



**WAYSIDE SCHOOLS**  
**EDUCATION REVENUE BONDS, SERIES 2012A**  
**EDUCATION REVENUE BONDS, TAXABLE SERIES 2012B**  
**QUALIFIED ZONE ACADEMY REVENUE BONDS, TAXABLE SERIES 2012Z**

**Timetable of Events**

SEPTEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DECEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
8/10	<b>Working Group Meeting /Conference Call – Transaction Review</b>	S, BC, CS
8/24	Submit first draft of offering documents to working group	CS
8/31	Receive comments from working group	S, BC, UC
9/14	Receive information for the offering documents from the School, including list of projects, POS exhibits and updated operating projections	S
9/18	Rating package to rating agency	CS
9/18	Submit second draft of offering documents to working group	CS
9/25	Rating Agency meeting/site visit at School	S, CS
9/25	Comments on documents due from working group	BC, UC
9/28	Final comments on document to working group	CS
October	<b>Travis County Cultural Education Facilities Corp. Board Meeting – Bond Sale, adopt the Trust Indenture and Loan Agreement</b>	Issuer, CS, BC
October	Issuer – Adopt resolution authorizing publication of TEFRA Notice and publish TEFRA Notice appointing hearing officers	BC, Issuer
10/19	Receive rating	CS
10/19	Receive final comments from working group	CS, BC, UC
10/23	Print and distribute offering documents	S, BC, UC
Week of 10/29	Investor Call	S, CS, U, UC
November	Hold TEFRA Hearing	S, BC, Issuer
Week of 11/5 or 11/12	<b>Bond Pricing</b>	CS, U
Week of 11/5 or 11/12	<b>Wayside Schools Board Meeting – Adopt resolution authorizing Tri-Party Loan Agreements and other related matters</b>	S, CS, BC, UC

<u>Date</u>	<u>Action</u>	<u>Responsibility</u>
11/20	Submit final documents to Attorney General	BC
11/20	Print and distribute final offering documents	CS, UC
12/6	Prepare closing memorandum	CS
12/12	Pre-Closing	BC, CS, UC
12/13	Closing	S, CS, BC, U, UC

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***Financing Team Members:***

- S - Wayside Schools (Eden Park Academy)
- CS - Financial Advisor – Coastal Securities, Inc.
- BC - Bond Counsel – Andrews Kurth LLP
- Issuer - Travis County Cultural Education Facilities Corp.
- U - Underwriters – Sr. Mgr. – Ziegler, Co-Mgrs. - Oppenheimer
- UC - Underwriter’s Counsel – Haynes and Boone, LLP