



Item 1

Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Joe Arriaga **Phone #:** 854-7562

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a plat for recording: Roundmountain Oaks, Revised Plat of Part of Lot 31- Final Plat - Two Lots - Faubion Trail - Travis County-No ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The proposed revised plat is for the purpose of creating two additional single family lots totaling 12.02 acres out of Lot 31 which totals 29.87 acres Roundmountain Oaks Subdivision. Lot 31 has been split into 4 tracts, two of the tracts (12.02 acres) are part of the request. There are no new public or private streets proposed with this final plat. This plat is not subject parkland fees. Fiscal surety is not required for this short form plat. Water service to be provided by a private water supplier - Hills of Texas Bulk Water and wastewater service to be provided by on-site septic facilities. The Applicant was granted a subdivision exemption from the City of Leander, therefore, the property owner did not have to plat and not subject to the City's subdivision regulations.

STAFF RECOMMENDATIONS:

As this revised final plat meets all Travis County standards and baring any new information, TNR Staff recommends approval.

ISSUES AND OPPORTUNITIES:

Notification

Public Notification of this revised plat was mailed to all lot owners of the original subdivison, Roundmountain Oaks. In addition, a newspaper noticed was also done as well a public notice sign. The sign was posted on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

Deed Restrictions

The property is subject to the deed restrictions approved when the subdivision was platted in 1977. The applicant has met with the homeowners association for approval to create the additional two lots.

The proposed revised plat meets the deed restriction requirement of one acre per lot for future resubdivisions of the original lots.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

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

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Services - Roundmountain Oaks- Final Plat



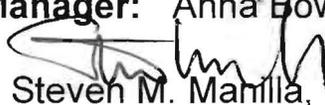
Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding requests for partial plat vacations of lots 43 through 53 of the Reserve at Lake Travis Final Plat; lots 43 through 53A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis; and lots 43, 44, 45, 46A and 47A of the Revised Plat of Lots 53A & 54A Block A and Lot 17, Block C of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis in, precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Reserve at Lake Travis, LLC, owners of Lot 44 of the Reserve of Lake Travis Final Plat and lots 46A and 47A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis, Hal Jones, owner of Lot 45 Block A, and Russell and Glenda Harbison, owners of Lot 43 Block A of the Reserve at Lake Travis Final Plat have applied through Travis County for a partial plat vacation of the three plats that show a marina easement on these lots. The original subdivision, located on Thurman Bend Road, consisted of 131 total lots on 291.15 acres and has been modified with several revised plats. The lots proposed for vacation, located on Ruffian Heights Lane and Flying J Boulevard, are bordered by a marina easement on the original plat as well as both revised plats.

Approval of the three partial plat vacations will return the lots back to raw land and remove all easements shown graphically on the three plats. Upon approval of the vacation, the owners will be able to replat the lots without the marina easement shown on the original plat and shown and referenced on the two succeeding revised plats. The associated replat (Cliffside at the Reserve at Lake Travis) is scheduled for plat approval on the same agenda as the "take action" item for the partial plat vacation.

STAFF RECOMMENDATIONS:

A notice of public hearing sign was placed on the property on October 1, 2012, announcing the date, time, and location of the public hearing, and a notice of public hearing letter was mailed via certified mail on September 25, 2012. As of the drafting

of the agenda request, staff has received one phone call from a neighbor who requested more information after seeing the sign. Staff knows of no objections to the proposed partial plat vacations and, as the applicant has addressed all subdivision requirements, recommends the approval of the motion.

ISSUES AND OPPORTUNITIES:

Texas Local Government Code Section 232.008 states that a recorded plat may be vacated if 75% of the owners of the original subdivision sign the vacation document. In this case, 80% of the owners of the original subdivision have signed the vacation document (see attached Exhibit A).

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Copy of vacation document
- Copy of original final plat and both revised plats
- Photo of public notice sign
- Public notice sign affidavit
- Copy of public notice letter

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Services - Reserve at Lake Travis Partial Plat Vacation

Item 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Edith Moreida

Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gómez

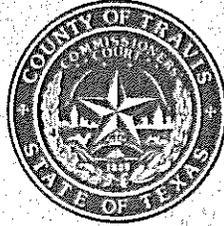
Commissioners Court Sponsor: Commissioner Margaret J. Gómez

AGENDA LANGUAGE:

APPROVE PROCLAMATION REGARDING "AUSTIN ADOPTION DAY" TO BE HELD NOVEMBER 1, 2012 AT GARDNER-BETTS JUVENILE JUSTICE CENTER.

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

Travis County Commissioners Court



Proclamation

WHEREAS, the County Commissioners of the County of Travis, Texas, recognize the importance of giving children permanent, safe and loving families through adoption; and,

WHEREAS, more than 6,388 children in Texas, and 158 children in Travis County are waiting for permanent families and this year, 29 children and 20 families will be participating in the Adoption Day event.

WHEREAS, To help these children find permanent, nurturing families, through the efforts of Honorable Darlene Byrne, 126th District Court Judge; The Honorable Orlinda Naranjo, 419th District Court Judge; The Honorable Gisela Triana-Doyal, 200th District Court Judge; The Honorable Bill King, Associate Judge; The Honorable John Hatliaway, Associate Judge; The Honorable Andrew Hathcock, Associate Judge; The Honorable James Arth, Associate Judge; and The Honorable Leonard Saenz, Associate Judge, the Travis County Juvenile Probation Department will open their doors on Thursday, November 1, 2012, to finalize the adoptions of local children and join the Austin Bar Association, CASA, the Texas Department of Family and Protective Services, the Adoption Coalition of Texas, Travis County Child Welfare Board, Travis County Office of Child Representation and other organizations, to celebrate all adoptions; and

WHEREAS, This effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT, HEREBY DECLARES NOVEMBER 1, 2012 AS AUSTIN ADOPTION DAY IN THIS COUNTY, AND IN SO DOING, URGE ALL CITIZENS TO JOIN IN A NATIONAL EFFORT TO RAISE AWARENESS ABOUT THE IMPORTANCE OF ADOPTION.

SIGNED THIS 30TH DAY OF OCTOBER, 2012.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Precinct 1

SARAH ECKHARDT
Commissioner, Precinct 2

KAREN HUBER
Commissioner, Precinct 3

MARGARET J. GÓMEZ
Commissioner, Precinct 4

Item 5



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Jackie Casias/854-9133

Elected/Appointed Official/Dept. Head: Nicki Riley/County Auditor

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

INTRODUCTION OF PAUL LYON, FIRST ASSISTANT COUNTY AUDITOR.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

PAUL LYON
First Assistant County Auditor

College/University	Major	Degree - Year
Texas State University	Accounting	BBA - 1978

Certifications: Certified Public Accountant (CPA)

Employment History:

(33 years of relevant experience)

- Bexar County Auditor's Office (2005 – present) – Director, Internal Audit Division
- Stafford Consultants, Inc. (2004-2005) – President
- State Comptroller's Office – Sr. Policy Analyst/Supervisor-Local Government Assistance Division (1997-2005) and Team Leader-Uniform Statewide Accounting System Project (1991-1996)
- Texas Attorney General's Office (1987-1991) – Director, Accounting Division
- State Comptroller's Office (1984-1987) – Team Leader/Systems Analyst-Statewide GAAP Report Project
- State Auditor's Office (1979-1984) – Supervisor, Audit Division

Professional Achievements and Affiliations:

Public Speaker/Trainer

- County and District Clerks – Registry Funds of the Court, Fees
- County Auditors – Annual Conference, County Auditors Institute, Auditing, Fund Accounting, Financial Reporting, Systems
- County Judges and Commissioners – Budgeting, Auditing, Laws Governing County Finances, Financial Reporting
- County Treasurers – Fees, Auditing
- Texas Society of CPAs, Austin Chapter – Grant Auditing
- Tax Assessor-Collectors – Motor Vehicle Fees
- Texas Government Finance Officers Association

Author

- Developing a Statewide Annual Financial Report Conforming with GAAP
- Multiple articles for State Comptroller's Performance Reviews and Bexar County Reviews
- Standard County Funds Manual, County Chart of Accounts Manual

Affiliations

- Texas Association of County Auditors
- Texas Association of Counties
- LBJ School, Office of Conferences and Training
- V.G. Young Institute of County Government, Texas A&M



Travis County Commissioners Court Agenda Request

Meeting Date: 10/30/2012, 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. New application to the Texas Historical Commission to fund a historical survey of Southeast Travis County with the Travis County Historical Commission;
- B. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Travis County Veterans Court within the Criminal Courts; and
- C. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Drug Diversion Court Program in Pretrial Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Requested for approval for 10/30/12 are two grant contracts and one grant application. The two contracts are renewals of existing programs, the Veterans Court and the Drug Diversion Court. The application is a new grant proposed by the Historical Commission to develop a survey of the historic properties in southeast Travis County.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

The historical survey grant requires a cash match. The existing budget for the historical commission does not contain sufficient funding to meet the requirement and if this grant is approved, funds from reserves will be requested to meet the grant requirement.

The original amount of the Veterans Court request was for \$226,516, but was reduced to \$186,000. There is an earmark on reserves in the event that the State funding were to be reduced. It is anticipated that the department will be requesting funding from reserves for a portion of the \$40,516 that was not funded.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Melissa Velasquez

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

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.

Application	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	117 Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	R	MC	5
B	124 Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	R	MC	25
C	142 Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	R	MC	34

* 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
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			\$0	\$0	\$0	\$0	\$0	-	
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*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
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
			\$7,039,758	\$246,841	\$0	\$0	\$7,286,599	10.09	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Updated 10-26-2012 @ 4:00 p.m.

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
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

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Historical Commission	
Contact Person/Title:	Barry Hutcheson, Chair	
Phone Number:	512-892-4938	

Grant Title:	Southeast Travis County Historical Survey		
Grant Period:	From: October 1, 2012	To: September 30, 2014	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Historical Commission		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	United States Department of the Interior, National Park Service; through the Texas Historical Commission		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	0
Operating:	7500	0	6000	1500	15000
Capital Equipment:	0	0	0	0	0
Indirect Costs:	0	0	0	0	0
Total:	7500	0	6000	1500	15000
FTEs:	0.00	0.00	0.00	0.00	0.0

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

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	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 Special Projects	4					4
Number of Volunteer Hours Contributed	1,400					1,500
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This is an application for a grant from the Texas Historical Commission to fund a historical survey of Southeast Travis County to be completed by the Travis County Historical Commission. The deadline to submit this application to the grantor is November 2, 2012.

This grant requires a cash match from the County. The department has opted to fulfill this with \$6,000 cash, and in-kind funding from volunteer hours, not to exceed \$1,500 worth. The department has a strong volunteer base and is confident of their ability to complete the projected volunteer hours needed to complete the grant match. The Historical Commission does not have sufficient internal funding to cover the cash portion of the match. Should this grant be awarded, the department would need to request a transfer of \$6,000 from the Allocated Reserve to cover the amount.

With this noted, PBO recommends approval of this grant 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?

This project is part of the ongoing effort by Travis County Certified Local Government to survey the cultural resources in Travis County that lie outside the city limits of Austin. Through this and other survey projects we are working to identify historic properties and cultural resources that still exist in the county, to ensure that significant properties can be protected when necessary and to guide officials and planners who are concerned with the informed growth and development of the county in the future. This proposed grant will survey that southeastern part of Travis County bounded on the north by the Colorado River, on the east by Bastrop and Caldwell counties, on the south by Hays County and on the west by I35.

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

This specific grant terminates with the completion of the project report. Future projects are developed on a regular basis and will require grant support from the County and/or other local sources to meet the needed match for grant funds.

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

A county match of \$7,500 is required. Upon award of this grant, the County match will be funded through a combination of funds requested from Travis County, and \$1,500 of in-kind match through volunteer hours.

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

None required.

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

No. The Travis County Historical Commission will, on occasion, request monies to match federal project grants for our Certified Local Government responsibilities.

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

This will be the fifth county historic resources survey contracted for and completed under the CLG program coordinated by the Travis County Historical Commission. We anticipate additional projects in the future.

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 CLG work is encouraged and supported by the Texas Historical Commission to fulfill the historic preservation goals for Travis County and the State.

TEXAS HISTORICAL COMMISSION
real places telling real stories

TO: Certified Local Government Representatives
FROM: Matt Synatschk, State Coordinator, Certified Local Government Program
RE: Fiscal Year 2013 CLG Grant Application Materials
DATE: September 4, 2012

Enclosed are application materials for the Fiscal Year 2013 Certified Local Government grant cycle. The Federal grant period runs from October 1, 2012 to September 30, 2014, with final project completion dates set for December 2014. Actual grant funds for fiscal year 2013 will most likely be available in the spring of 2013. We anticipate approximately \$100,000 being available for distribution to the CLGs for the upcoming fiscal year 2013.

PLEASE READ THE ENCLOSED GRANT MANUAL CAREFULLY since several important changes to the manual, application and scoring criteria have been made in an effort to make the process more effective and efficient. Because the THC is required to distribute CLG funds among the maximum number of eligible local jurisdictions, please note that individual travel/training grant requests will only be considered under exceptional or unusual circumstances. Instead, applications from CLGs that are willing to host a regional preservation training or workshop are strongly encouraged.

All applications must be received by the Texas Historical Commission (THC) **no later than 5 p.m. on Friday, November 2, 2012**. Please submit one (1) unbound complete original application accompanied by a digital copy submitted on CD or electronically via E-mail to our office in order to expedite our review. Applicants will receive a response to their application following THC's notification of the Historic Preservation Fund allocation. The grant application process will, as in past years, be very competitive.

Final applications will be scored based on the CLG's overall performance in the program, the proposed scope of work and the project's compliance with Texas' statewide preservation plan priorities. Emphasis this year will be placed on awarding grant projects that help develop or strengthen the CLGs ability to sustain a strong local preservation program.

CLGs can use a local cash match for requested grant monies based on a one-to-one (dollar for dollar) match that equals a 50-50 ratio for the total cost of the project. Proposed projects utilizing all or partial match of verifiable in-kind goods and/or services may also qualify, as long as the total local match equals a 50-50 ratio for the total cost of the project. The THC reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application manual and the amount of federal funding available.

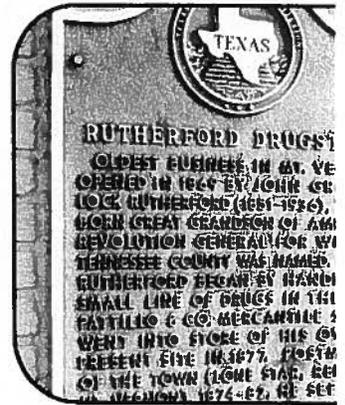
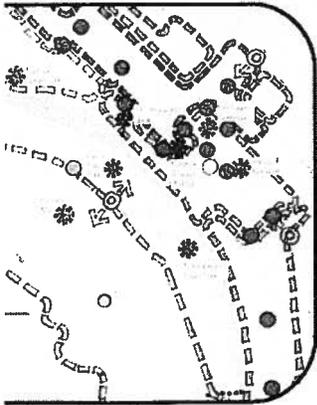
Best of luck to each of you in your preservation endeavors! Should you have questions regarding any of the information contained herein, please contact me at (512) 463-7812 or Matt.Synatschk@thc.state.tx.us.



TEXAS HISTORICAL COMMISSION

CERTIFIED LOCAL GOVERNMENT

GRANT MANUAL AND APPLICATION ★ FISCAL YEAR 2013



APPLICATION DEADLINE:
FRIDAY, NOVEMBER 2, 2012



TEXAS HISTORICAL COMMISSION
real places telling real stories



This grant manual has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior and administered by the Texas Historical Commission. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.

This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

**TEXAS HISTORICAL COMMISSION
CERTIFIED LOCAL GOVERNMENT GRANT MANUAL**

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CLG Grant Application9

INTRODUCTION

Certified Local Government (CLG) grants provide funding to participating city and county governments to develop and sustain an effective local preservation program critical to preserving local historic resources. The Texas Historical Commission (THC), the state agency for historic preservation, administers the Texas CLG grant program utilizing federal funding it receives from the U.S. Department of Interior, National Park Service (NPS) Historic Preservation Fund Program. Under this program the NPS requires that at least ten percent (10%) of Texas' annual federal allocation be subgranted exclusively to participating Certified Local Governments (CLGs). The program serves as a great resource for participating county and city governments to offset the costs of self-sustaining preservation and planning-related projects. Currently, there are 69 CLGs in Texas. Contingent on resolution of the federal budget, we anticipate approximately \$100,000 to \$120,000 will be available for this round of grants.

ADMINISTRATIVE INFORMATION

Administration

Grants will be administered in accordance with the National Park Service Historic Preservation Fund Grant Manual, June 2007; Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments*; and this manual.

Grant Period

The grant period is October 1, 2012 to September 30, 2014. Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant agreement signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Despite the official grant period beginning October 1st, grants will be awarded in 2013 following funding notification from the National Park Service.

Application Package

The grant application is included in this manual. A CLG may submit more than one grant application; however a separate application package must be submitted for each project request. A complete application submittal package consists of 1 unbound hard copy accompanied by a digital copy submitted on CD or electronically via E-mail of the following documents:

- Application Form (with original signatures)
- Budget Worksheet
- Resumes of all individuals responsible for project oversight (including City or County staff, consultant, contractors, etc.)
- Any applicable cost estimates, maps, drawings, photographs, or **Determination of Eligibility statement** (as required for all survey and National Register nomination grant requests). Contact Greg Smith, National Register Coordinator at 512.463.6013 or via email at greg.smith@thc.state.tx.us.

Submittal Deadline

A complete grant application package must be received **no later than 5 p.m. Friday, November 2, 2012.**

One electronic copy of the application must be submitted via e-mail and one printed copy must be delivered to:

HAND DELIVER OR COURIER SERVICE

Texas Historical Commission
Community Heritage Development Division
ATTN: Matt Synatschk, CLG Coordinator
1304 Colorado Street
Austin, Texas 78701

U.S. MAIL

Texas Historical Commission
Community Heritage Development Division
ATTN: Matt Synatschk, CLG Coordinator
PO Box 12276
Austin, Texas 78711-2276

WHO MAY APPLY

Only city, county governments or state recognized Native American Tribes that have been individually "certified" by the National Park Service **before** September 1, 2012 are eligible to apply for CLG grants. Refer to www.thc.state.tx.us/certifiedlogov/clgpartic.shtml for a complete list of all CLGs in Texas. The Texas Historical Commission reserves the right to deem applications from CLG Communities that are not in compliance with the Certification Agreement to be ineligible.

The following entities may also be eligible:

- An organization such as a non-CLG city or another unit of local government, a commercial firm, a non-profit entity or educational institution that has been delegated as a third-party to administer the grant on behalf of the CLG. The contributed services of the third party to the CLG may be counted toward the matching share requirements of the grant. (must provide a letter of support from the CLG)

ELIGIBLE PROJECTS

Activities eligible for CLG grant funding must be tied to the statewide comprehensive preservation planning process. A copy of the Texas Historical Commission Statewide Preservation Plan can be found on our web site at www.thc.state.tx.us/statewideplan/swpdefault.shtml. In an effort to encourage local governments to develop and sustain an effective local preservation program critical to preserving local historic resources, **priority for funding shall be given to those projects that directly relate to the following work categories:**

- Architectural, historical, archeological surveys/inventories and oral histories
- Preparation of nominations to the National Register of Historic Places
- Preparation of a local preservation plan
- Writing or amending preservation ordinance
- Development of local design guidelines
- Research and development of local preservation incentive program
- Travel/training expenses for hosting a regional preservation-related workshop

The above list should not dissuade an applicant from applying for assistance towards other eligible projects such as:

- Development of educational publications and activities, slide shows, videos, web sites, etc.
- Development of publication of walking/driving tours
- Development of architectural drawings and specifications
- Preparation of facade studies or condition assessments
- Rehabilitation or restoration of properties individually listed in the National Register of Historic Places or contributing to a National Register historic district
- Travel/training expenses for individual commission members and staff*

* Because the THC is required to distribute CLG funds among the maximum number of eligible local jurisdictions, please note that individual travel/training grant requests will only be considered under exceptional or unusual circumstances.

MATCHING FUNDS

Proposed projects are required to provide a local match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. The local match may be any combination of cash and verifiable in-kind services. Projects may utilize all or partial match of verifiable in-kind services and/or goods as long as the local match equals a 50-50 ratio for the total cost of the project. In order to maximize the limited CLG grant funds, the THC may give preference to applications demonstrating a higher cash match. The THC reserves the right to waive the local match requirements, in full or part, at its sole discretion. The THC also

reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application manual, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance.

Only non-federal monies may be used as a match, with the exception of Community Development Block Grants. All projects shall comply with federal requirements for state and local financial responsibility as stipulated in the Texas Administrative Code Title 13, Part 2, Chapter 15.6, *Rules and Procedures for Certified Local Governments* (See www.thc.state.tx.us/rulesregs/rrstate.shtml). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, national origin, age or handicap.

In extending this grant opportunity to your project, THC assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. The THC is held accountable by the NPS for compliance with all applicable federal laws and regulations.

GRANT TIMELINE (*SUBJECT TO CHANGE BASED ON AVAILABILITY OF FEDERAL FUNDS)

- September 1, 2012** Applications for the Federal Fiscal 2012 CLG grant period are made available.
- November 2, 2012** Deadline for receipt of Applications and supporting materials to THC **no later than 5 p.m. Friday, November 2, 2012.**
- November 2012** Review of applications by an interdisciplinary committee of THC staff.
- January 2013** Review of interdisciplinary committee recommendations on all applications made by THC commissioners.
- February 2013*** THC sends Preliminary Notification to grant recipients that will include grant contract and a request for a revised/amended project proposal and budget (if applicable).
- April 2013*** Deadline for submittal of signed contracts, final project proposals, budgets, etc. from selected applicants to THC **no later than 60 days from the date of Preliminary Notification letter.** Project planning, including drafting any applicable RFPs, may begin before your grant request is awarded and a grant agreement signed, **however**, you cannot begin actual work or be reimbursed for costs incurred prior to submitting a signed grant contract to the THC. Recipients shall also submit quarterly reports indicating the project status to the THC as requested during the grant period.
- September 30, 2014** Deadline for the completion of all work eligible for reimbursement.
- October 31, 2014** Deadline for the submittal of final reimbursement requests for all eligible work completed **no later than September 30, 2014.** The final 25 percent of the grant award will be retained until certification of the completed project and receipt of the final report.

APPLICATION

A signed Application Form and all supporting materials must be submitted to the THC **no later than November 2, 2012.** CLGs may submit more than one application for separate projects within the same grant period. Those CLGs which have not applied previously for assistance are strongly encouraged to apply.

SCORING CRITERIA

As increased participation in the CLG program fosters greater demand for grants, not all proposals will receive funding in Fiscal Year 2013. It is imperative for the THC to assign priorities as part of the review of proposed CLG grant funded projects. Applications will be rated by an interdisciplinary committee of THC staff using the following criteria:

- (1) **PERFORMANCE, ADMINISTRATION AND GEOGRAPHIC DISTRIBUTION (15 points)**. Each CLG will be reviewed for overall performance in adequately fulfilling its annual responsibilities of the CLG program and to the equitable statewide distribution of funds overall. Higher consideration will be given to CLGs in good standing meeting reporting and training requirements, CLG's that have successfully completed a grant and new CLG's receiving certification within the last two fiscal years.
- (2) **PROJECT SCOPE (Total 70 points)**. Summarize in the application a detailed description of proposed project clearly and concisely. Indicate the relationship of the proposed project to defined preservation needs or issues in the local community and its relevance to the established local preservation program. Be sure to answer each of the following sections outlined below within the Project Scope narrative:
 - i. **PROJECT NEED (15 points)**: Does the application demonstrate a clear understanding of the identified preservation need? Is the need relevant to the local government's preservation program? How necessary are CLG funds in order to accomplish the proposed project? How does the project benefit the community? Is the stated need verifiable with documented factual information?
 - ii. **PROJECT OBJECTIVES (15 points)**: What activities will be necessary to complete the proposed project? How effective does the proposed project address the identified needs? Are the project objectives quantifiable? Who will be responsible for doing the work and were resumes provided? Is the proposed timeline or schedule reasonable?
 - iii. **SIGNIFICANCE AND IMPACT (15 points)**: Does the project involve a threatened or potentially threatened resource? Will the project result in a National Register nomination or Survey/Inventory? Does the project directly address a deficiency in the local preservation program? Does the project address or benefit an underrepresented group within the community? How well will the project develop historic contexts or educate and inform broad sectors of the public?
 - iv. **BUDGET AND COST EFFECTIVENESS (15 points)**: Is the proposed budget consistent with the planned objectives? Are the costs reasonable and sufficient to successfully accomplish the project? What is the applicant source and commitment of matching funds? Does the application clearly indicate how all of these figures were calculated? Is the proposed project the most cost effective way of addressing those needs?
 - v. **PUBLIC INVOLVEMENT AND DELIVERABLES (10 points)**: How will the public be involved in the proposed project? How will this project enhance the local preservation ethic?
- (3) **CONSISTENT WITH GOALS AND OBJECTIVES OF THE STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS (Total 15 points)**. CLG funded projects should meet at least one of the goals outlined in the Texas Historical Commission's Statewide Preservation Plan. It is not necessary for your project to address all the goals listed in the Statewide Preservation Plan. In addition, CLG funded projects must advance local preservation efforts in your community. Applications will be reviewed according to the following eight major goals of the Plan:

- **SURVEY AND ONLINE INVENTORY:** Texans undertake a comprehensive survey to document the state's diverse historic and cultural resources resulting in a publicly accessible online inventory.
- **EMPHASIZE CULTURAL LANDSCAPES:** Preservation practices are enhanced by emphasizing cultural landscapes.
- **IMPLEMENT POLICIES AND INCENTIVES:** Cities, counties and the state implement preservation policies and incentives to effectively manage historic assets.
- **LEVERAGE ECONOMIC DEVELOPMENT TOOLS FOR PRESERVATION:** Communities leverage preservation-based and traditional economic development tools to revitalize historic areas.
- **LEARN AND EXPERIENCE HISTORY THROUGH PLACE:** Texas residents and guests learn and experience the state's diverse history through formal education, recreation, and everyday interactions with historic places.
- **CONNECT PRESERVATION TO RELATED FIELDS:** Preservation is connected and integrated into related fields and activities, building a broader, stronger, and more diverse community.
- **CULTIVATE POLITICAL COMMITMENT:** Political commitment is cultivated for historic preservation.
- **BUILD CAPACITY OF PRESERVATION COMMUNITY:** The existing preservation community develops its capacity to function more effectively and efficiently.

APPLICATION REVIEW PROCESS

Upon review and approval of applications and their supporting materials, the THC will select proposed projects from the initial applications based on the above criteria, and fund the maximum number of projects based upon HPF funding. A Preliminary Notification letter will include any specific project funding recommendations from the THC, two copies of the grant contract, and a request for a revised or amended project proposal and budget that incorporates the THC's recommendations.

Successful selected applicants will continue the process by returning a signed grant contract, revised/amended project proposals, budgets, etc. to the THC **no later than 60 days from the date of Preliminary Notification letter**. Failure to submit any or all of this documentation by the required deadline may cause the requested grant monies to revert back to the THC.

ORIENTATION MEETING

All grant recipients (consisting of the local project manager and the grant recipients' fiscal manager) shall schedule and participate in a CLG grant orientation with the THC upon receipt of a Formal Notification letter, if applicable. The purpose of the orientation is to establish project priorities, confirm the budget and timetable for completion and discuss reimbursement procedures. The orientation requirement may be waived at the sole discretion of the THC.

PROFESSIONAL QUALIFICATIONS STANDARDS

To ensure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, persons supervising grant projects must be professionally qualified in accordance with 36CFR66. Copies are available from the THC.

SECTION 106

CLG Grants are funded with federal monies and require a formal Section 106 Review by the Texas Historical Commission. This review will take place following the grant awards. Failure to obtain a review will result in forfeiture of the CLG Grant. The CLG State Coordinator will provide additional guidance once the grants are awarded. Additional information regarding Section 106 Review is available from the Texas Historical Commission and the Advisory Council on Historic Preservation.

PROJECT IMPLEMENTATION

- A) GRANT CONTRACT. The grant contract will specify the scope of work, approximate timetable for completion, and a list of budgetary items. The agreement shall be signed jointly by the State Historic Preservation Officer and the appropriate legal representative of the CLG prior to commencement of project work. The grant may be administered by a designated third-party if the CLG indicates a specific organization in the application. Such a delegated agency may be another unit of the local government, a commercial firm, a non-profit entity, or an educational institution that has the administrative capabilities that comply with applicable federal standards.
- B) PRESERVATION EASEMENT. The recordation of a Preservation Easement will be required for all construction and certain other projects prior to the commencement of any work.
- C) PROJECT REVIEW. THC staff periodically reviews projects to monitor progress and provide assistance. Each CLG is required to provide the THC with grant product quarterly reports on each project funded. (See Attachment F).
- D) REIMBURSEMENT PROCEDURE. Eligible project expenditures incurred on a one-to-one (dollar for dollar) basis up to a 50-50 ratio of the total project cost shall be reimbursed to the CLG. Documentation of eligible expenditures exceeding the grant award should be submitted and may be reimbursed based on the availability of federal funding. Interim reimbursement requests during the grant period are permitted.
- E) PROJECT COMPLETION AND FINAL REPORT. THC will retain 25 percent of the total grant award until receipt of a detailed final report and certification of the completed project. Draft copies of all expected items generated by the grant project, including printed materials, completed survey forms, photographic materials and final reports, must be submitted to the THC for review and approval. Final products must be submitted to the THC **no later than December 31, 2014**.

Revised 7/26/2012

CERTIFIED LOCAL GOVERNMENT SUBGRANT FY 2013 Grant Application Narrative Template

NAME OF PROPOSED PROJECT: SOUTHEAST TRAVIS COUNTY HISTORICAL SURVEY

CERTIFIED LOCAL GOVERNMENT NAME: TRAVIS COUNTY

In 3 pages or less, clearly and concisely provide a brief typewritten description of the proposed project as it relates to items 1 through 3 below using the following section headings, and provide the content requested for each section in the brief but thorough narrative. Please provide any attachments separately.

1. PROJECT SUMMARY (15 POINTS TOTAL).

Summarize in a paragraph the overall purpose of the proposed project. A more detailed description will be completed under Project Scope. Be sure to indicate how long the CLG has been in the program; if the CLG is current in its annual program requirements; and if the CLG has received a previous grant within the past two (2) years.

The Travis County CLG has been participating in the CLG grant program since receiving our designation in 2004. Our previous grants include historical surveys of East Austin, the City of Manor, Northeast Travis County and the Webberville Corridor survey (now in its final stage). In addition, the Travis County CLG has received a grant to provide education curriculum for historical and archeological materials related to the Ransom Williams Farmstead. This project is currently in the strategic planning and conceptual stage. The proposed grant request is meant to further complete our ongoing historical inventory of the county and, if approved, will provide data on the entire eastern half of Travis County. This area is in dire need of being inventoried due to the the continued expansion of State 130 and the construction of the Formula One Racetrack and its accompanying development.

2. PROJECT SCOPE (70 POINTS TOTAL). Be sure to answer the questions for each section below within the narrative:

- **PROJECT NEED (15 points):** Does the application demonstrate a clear understanding of the identified preservation need? Is the need relevant to the local government's preservation program? How necessary are CLG funds in order to accomplish the proposed project? How does the project benefit the community? Is the stated need verifiable with documented factual information?

Travis County Historical Commission is charged with developing a survey and maintaining an inventory of historic property within the boundaries of the county. While the cultural resources within the city of Austin are well recognized, those in the county proper have not been adequately identified. Recent commercial development plans in the area discovered historic resources that had not been previously identified. This project is important in continuing the survey process begun by earlier CLG work. Like the earlier ones in the county, this project has the support of the Travis County Commissioners Court, but it would not be possible without the availability of CLG funds.

- **PROJECT OBJECTIVES (15 Points):** What activities will be necessary to complete the proposed project? How effective does the proposed project address the identified needs? Are the project objectives quantifiable? Who will be responsible for doing the work and were resumes provided? Is the proposed timeline or schedule reasonable?

By contracting with a local professional consultant, we will be able to survey the proposed project area within the grant period ending in September 2014. Our previous projects have utilized two qualified contractors who have produced significant reports that provide new information about the county's historical resources. The contractor selected for this project will provide much of the survey work, but will be aided by volunteers from our county CLG Committee and County Historical Commission. Previous projects have resulted in lists of cultural properties within the project areas and selected recommendations for future work with them, including the potential of National Register consideration.

- **SIGNIFICANCE AND IMPACT (15 Points):** Does the project involve a threatened or potentially threatened resource? Will the project result in a National Register nomination or Survey/Inventory? Does the project directly address a deficiency in the local preservation program? Does the project address or benefit an underrepresented group within the community? How well will the project develop historic contexts or educate and inform broad sectors of the public?

As evidenced by the recent growth in the southeastern part of Travis County, there is limited awareness about the historical resources that still remain in that area. These resources may be threatened by such ongoing developments such as State 130 and the Formula One Racetrack. These large construction projects will lay the groundwork for future development along the highway corridor and racetrack area. The Austin-Bergstrom International Airport also continues to incite development along the northern boundary of the project area. The relatively unoccupied rural lands will be prime areas for expansion as county population continues to grow. The southeast Travis County area has important historical components that are not well known. This project is intended to provide expanded information about the resources to the local residents, as well as to the greater Travis County population, and to identify the role of this area in the history of the county.

- **BUDGET AND COST EFFECTIVENESS (15 Points):** Is the proposed budget consistent with the planned objectives? Are the costs reasonable and sufficient to successfully accomplish the project? What is the applicant source and commitment of matching funds? Does the application clearly indicate how all of these figures were calculated? Is the proposed project the most cost effective way of addressing those needs?

Based on previous projects, we feel that the proposed budget is adequate to produce the intended survey report. We are planning to supplement local Travis County funding with possible donations from organizations and/or businesses in the area. Involvement by volunteers will help provide additional in-kind support. Given the scope of the work and the expertise involved, it is doubtful that we could carry out this project at a lesser cost.

- **PUBLIC INVOLVEMENT AND DELIVERABLES (10 Points):** How will the public be involved in the proposed project? How will this project enhance the local preservation ethic?

At the beginning of the survey, we intend to introduce the project to communities in the area by arranging a meeting to detail the purpose and process of the work. Additionally, we will directly inform local resource owners who may potentially be included in the final report. The report will be made available to community officials in the area, filed with Travis County and with the Texas Historical Commission. Depending on the outcome of the survey, we may propose additional projects within the Webberville corridor.

3. **STATEWIDE COMPREHENSIVE PRESERVATION PLANNING PROCESS (15 Points Total):** CLG funded projects should meet at least one of the goals outlined in the Texas Historical Commission's Statewide Preservation Plan. Please select the Statewide Preservation Plan Goals addressed by your project and explain how they are addressed. It is not necessary for your project to address all the goals listed in the Statewide Preservation Plan.

- SURVEY AND ONLINE INVENTORY:** Texans undertake a comprehensive survey to document the state's diverse historic and cultural resources resulting in a publicly accessible online inventory.
- EMPHASIZE CULTURAL LANDSCAPES:** Preservation practices are enhanced by emphasizing cultural landscapes.
- IMPLEMENT POLICIES AND INCENTIVES:** Cities, counties and the state implement preservation policies and incentives to effectively manage historic assets.
- LEVERAGE ECONOMIC DEVELOPMENT TOOLS FOR PRESERVATION:** Communities leverage preservation-based and traditional economic development tools to revitalize historic areas.

- LEARN AND EXPERIENCE HISTORY THROUGH PLACE:** Texas residents and guests learn and experience the state's diverse history through formal education, recreation, and everyday interactions with historic places.
- CONNECT PRESERVATION TO RELATED FIELDS:** Preservation is connected and integrated into related fields and activities, building a broader, stronger, and more diverse community.
- CULTIVATE POLITICAL COMMITMENT:** Political commitment is cultivated for historic preservation.
- BUILD CAPACITY OF PRESERVATION COMMUNITY:** The existing preservation community develops its capacity to function more effectively and efficiently.

Please summarize how your project addresses the goals selected above:

This project is part of the ongoing effort by Travis County Certified Local Government to survey the cultural resources in Travis County that lie outside the city limits of Austin. Through this and other survey projects we are working to identify historic properties and cultural resources that still exist in the county, to ensure that significant properties can be protected when necessary and to guide officials and planners who are concerned with the informed growth and development of the county in the future.

ACKNOWLEDGEMENTS - By checking below the applicant acknowledges:

- One electronic copy of this request must be submitted via email to the Texas Historical Commission no later than 5 p.m. on November 2, 2012 in order to be considered.
- One signed copy of this request must be submitted (hand delivered, US Mail, UPS, FedEx, etc) to the Texas Historical Commission no later than 5 p.m. on November 2, 2012 in order to be considered.
- Consideration for funding is based on the demonstrated need, a compelling explanation of how the expanded project scope of work will benefit the CLG, and the applicant's ability to match the funds being requested.
- Commencement of grant-funded work may not begin prior to receipt of a completed grant agreement by the THC and participation in a grant orientation meeting.
- The chief elected official of the CLG is aware of this application and supports the proposed project. (This information will be verified by the THC.)
- For requests involving construction projects, the property owner will be required to file a preservation easement for the property that will run with the land for a specific period of time based upon the amount of the final grant award.
- The applicant hereby acknowledges that the information provided on this application is accurate to the best of their knowledge.

APPLICANT'S CERTIFICATION: Application must be signed by legal CLG representative.

SIGNATURE: By: _____ TITLE: _____ DATE: _____

CERTIFIED LOCAL GOVERNMENT SUBGRANT FY 2013 Grant Budget Worksheet

NAME OF PROPOSED PROJECT: SOUTHEAST TRAVIS COUNTY HISTORICAL SURVEY

CERTIFIED LOCAL GOVERNMENT NAME: TRAVIS COUNTY CLG

BUDGET ITEM	GRANT FUNDS	LOCAL CASH	LOCAL IN-KIND	TOTAL COSTS
TOTALS	7500	6000	1500	15000

Please complete the attached budget form and provide any supplemental information necessary to confirm or support the issues described above.

Proposed projects can use a local cash match for grant monies budgeted on a one-to-one (dollar for dollar) match equal to a 50-50 ratio for the total cost of the project. Proposed projects utilizing all or partial match of verifiable in-kind services and/or goods may also qualify as long as the local match equals a 50-50 ratio for the total cost of the project. The Texas Historical Commission (THC) reserves the right to fund grant requests in part or in full based on the review criteria outlined in the application manual, and the amount of federal funding available. Final decisions will also take into consideration the annual performance of each CLG applying for assistance. Only non-federal monies may be used as a match, with the exception of Community Development Block Grants (CDBG).

CERTIFIED LOCAL GOVERNMENT SUBGRANT FY 2013 Grant Application

EXPECTED PRODUCTS OF AN EDUCATIONAL PROJECT FUNDED WITH A CLG GRANT

RECOGNITION must be provided in all publications. Photographs and drawings should be credited to the artist or lender. The local government's involvement must be adequately acknowledged. Recognition, as detailed below, must be afforded the CLG program, the Texas Historical Commission, and the National Park Service of the U.S. Department of the Interior. Language acknowledging nondiscrimination practices, as detailed below, must be included. Publications addressing several potential audiences must adequately reflect the community's preservation program.

This project was funded in part through a Certified Local Government grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.



TEXAS HISTORICAL COMMISSION
real places telling real stories

DEADLINE FOR RECEIPT OF APPLICATIONS IS

November 2, 2012 by 5 p.m.

PRINTED APPLICATIONS MUST BE RECEIVED AT

Certified Local Government Program

Texas Historical Commission

P.O. Box 12276

Austin, Texas 78711-2276

(Physical Address: 1304 Colorado, Austin, Texas 78701)

ELECTRONIC APPLICATIONS MUST BE RECEIVED AT

Matt Synatschk, State Coordinator

Matt.Synatschk@thc.state.tx.us

Ginny Owens, CLG Assistant

Virginia.Owens@thc.state.tx.us

- One electronic copy of this request must be submitted via email to the Texas Historical Commission no later than 5 p.m. on November 2, 2012 in order to be considered.
- One signed copy of this request must be submitted (hand delivered, US Mail, UPS, FedEx, etc) to the Texas Historical Commission no later than 5 p.m. on November 2, 2012 in order to be considered.
- Late applications will not be accepted
- Faxed applications will not be accepted
- Handwritten applications will not be accepted

Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us



TEXAS HISTORICAL COMMISSION
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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:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Travis County Veterans' Court		
Grant Period:	From: 09/01/12	To: 08/31/13	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" 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 type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$154,380	0	0	0	\$154,380
Operating:	\$27,972	0	0	0	\$27,972
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$3,648	0	0	0	\$3648
Total:	\$186,000	\$0	\$0	\$0	\$186,000
FTEs:	2.00	0.00	0.00	0.00	2.00

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

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

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						
# of defendants screened for eligibility for court	360	159	332	447	603	550
# of defendants accepted into court	40	12	26	29	41	40
Measures For Grant						
Provide linkage to appropriate treatment for identified veterans	50	15	38	45	56	50
Outcome Impact Description						
At least 40 veterans will receive treatment and services through the VA while prosecution is deferred to better serve the ends of justice.	40	12	26	29	41	40

PBO Recommendation:

This Grant Contract provides resources for the third year of the Veterans Court Program in the Criminal Courts. This grant allows for the continuation of a docket that is focused on serving the specialized needs of veterans who have been referred to the criminal justice system for non-violent misdemeanors.

There is no grant match and no requirements for program continuance. PBO notes that the original amount of the award was for \$226,516, but was reduced to \$186,000. There is an earmark on reserves in the event that the State funding were to be reduced. It is anticipated that the department will be requesting funding from reserves for a portion of the \$40,516 that was not funded, but the exact amount is not known as there are efforts underway to meet the needs without requiring the full amount that was not funded.

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?

It is the goal of the Travis County Veterans Court to link misdemeanor and felony veteran defendants to the VA for assessment and treatment services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Traumatic Stress Disorders, Traumatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. It is anticipated that a large number of the Court's participants will need substance abuse intervention which is an integral part of the Veterans Court Program.

A Veterans Court Implementation Grant was first received from the Office of the Governor, Criminal Justice Division (OOG/CJD) in April 2010 (partial-year FY10). The Governor's Office continued funding the Veterans Court Program in FY11 and FY12.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

October 09, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
509 W. 11th Street, Room 2.700
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-A10-23397-04 **CFDA or State ID:** 00.303
Program Fund: DC- Drug Court Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Veteran's Court
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: October 09, 2012
CJD Grant Manager: Anissa Vila

CJD Award Amount: \$186,000.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$186,000.00

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 1, Part 1, 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. 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: October 09, 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://cidonline.governor.state.tx.us>:

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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:	Pretrial Services - Drug Court #4220	
Contact Person/Title:	Rosie Ramon-Duran - Assistant Director	
Phone Number:	(512) 854-7601	

Grant Title:	Drug Diversion Court				
Grant Period:	From:	9/1/2012	To:	8/31/2013	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" 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 type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:					

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	59,996	0	0	0	59,996
Operating:	69,994	0	0	0	69,994
Capital Equipment:	0	0	0	0	0
Indirect Costs:	2,595	0	0	0	2,595
Total:	132,585	0	0	0	132,585
FTEs:	1.00	0.00	0.00	0.00	1

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						
# of people assessed for eligibility to participate in the program.	400	60	173 Proj	286 Proj	400 Proj	400
# of new enrollments in the program.	200	53	102 Proj	151 Proj	200 Proj	200
# of participants that have graduated from the program.	80	25	43 Proj	61 Proj	80 Proj	80
Measures For Grant						
Provide intensive case management for African American participants.	35	45	35 Proj	35 Proj	35 Proj	40
Provide intensive case management for dually diagnosed participants.	20	21	20 Proj	20 Proj	20 Proj	20
Outcome Impact Description	On a monthly basis, at least 35 African American participants will receive treatment and counseling services while prosecution is deferred for their drug charge.					
	35	45	35	35	35	40
Outcome Impact Description	On a monthly basis at least 20 dually diagnosed participants will receive treatment and counselign services while prosecution is deferred for their drug charge.					
	20	21	20	20	20	20

PBO Recommendation:

PBO recommends approval of this continuation grant for the Drug Diversion Court.

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

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

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

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

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

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

A County match is not required.

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

Yes, the grant allows 2% indirect cost reimbursement.

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

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

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

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

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This ongoing grant will allow the Drug Court program to continue to serve two specific populations in need of drug treatment services. A specialized population of up to 40 African American offenders will continue to receive intensive case management and treatment coordination services from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 20 dually diagnosed individuals will continue to receive intensive case management services from Austin Travis County Integral Care.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 27, 2012

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County Judge
PREVIEW - Travis County - PREVIEW -
Post Office Box 2245
Austin, Texas 78768-2245

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Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: DC-13-A10-16043-12 **CFDA or State ID:** 00.303
Program Fund: DC- Drug Court Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Drug Diversion 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: \$132,585.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$132,585.00

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State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

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Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 27, 2012

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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.



**Travis County Drug Diversion Court
S.H.O.R.T. Program**

a division of Pretrial Services & Adult Probation Department

PO Box 1748 Austin, TX 78767

2201 Post Road So. Bldg. Austin, TX 78704

512-854-4646 & 512-854-4200

512-854-4643 Fax

Dr. Geraldine Nagy, Director
Rosie Ramon-Duran, Assistant Director
Sharon Caldwell-Hernandez, Program Administrator

**Travis County Resolution
FY 13 Drug Diversion Court Grant**

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Drug Diversion Court be operated during FY 13; and

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss of misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves submission of the grant application for the Drug Diversion Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Application Number: 16043-12



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

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

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

Samuel T. Biscoe, County Judge
Leslie Browder

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 \$819,640.44, for the period of October 12 to October 18, 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 \$819,640.44.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$819,640.44

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Diane Blankenship, 854-9170

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: October 30, 2012

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: October 12, 2012 to October 18, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$819,640.44

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$819,640.44.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
OCTOBER 12, 2012 TO OCTOBER 18, 2012**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 30, 2012
 TO: Nicki Riley, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: October 12, 2012
 TO: October 18, 2012

REIMBURSEMENT REQUESTED: \$ 819,640.44

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,162,388.58
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 23, 2012	\$ (1,356,899.90)
Adjust to balance per UHC	\$ 14,078.90
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 819,640.44
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 819,640.44

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

All claims over \$25,000 (2 this week totaling \$116,768.50) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$115,524.15) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$329,937.17.

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

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

Diane Poirot 10/22/12
 Diane Poirot, Director, HRMD Date

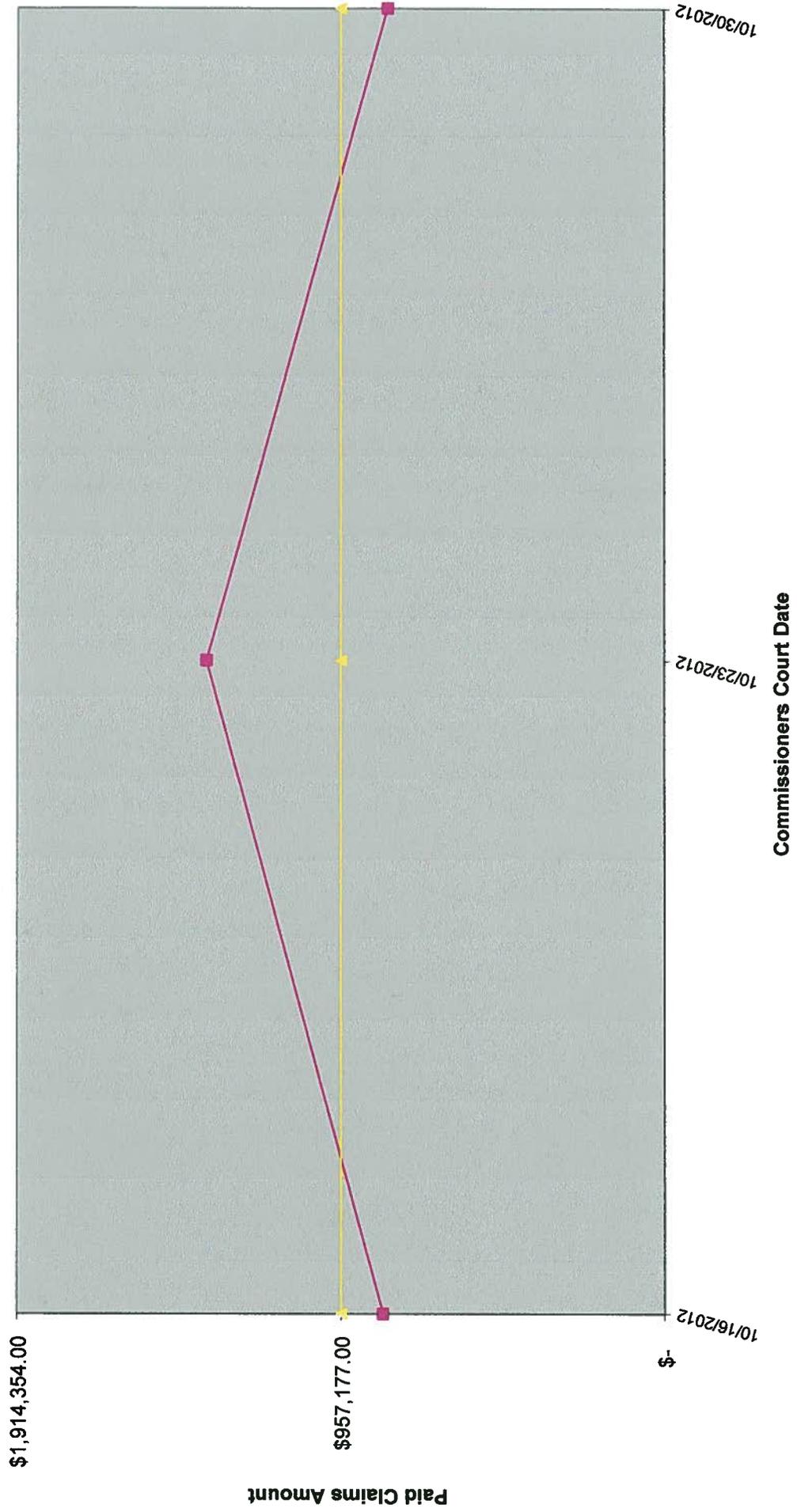
John Rabb 10/22/12
 John Rabb, Benefits Manager Date

Shannon Steele 10/22/12
 Shannon Steele, Benefits Administrator Date

Norman McRee 10/22/12
 Norman McRee, Financial Analyst Date

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

Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



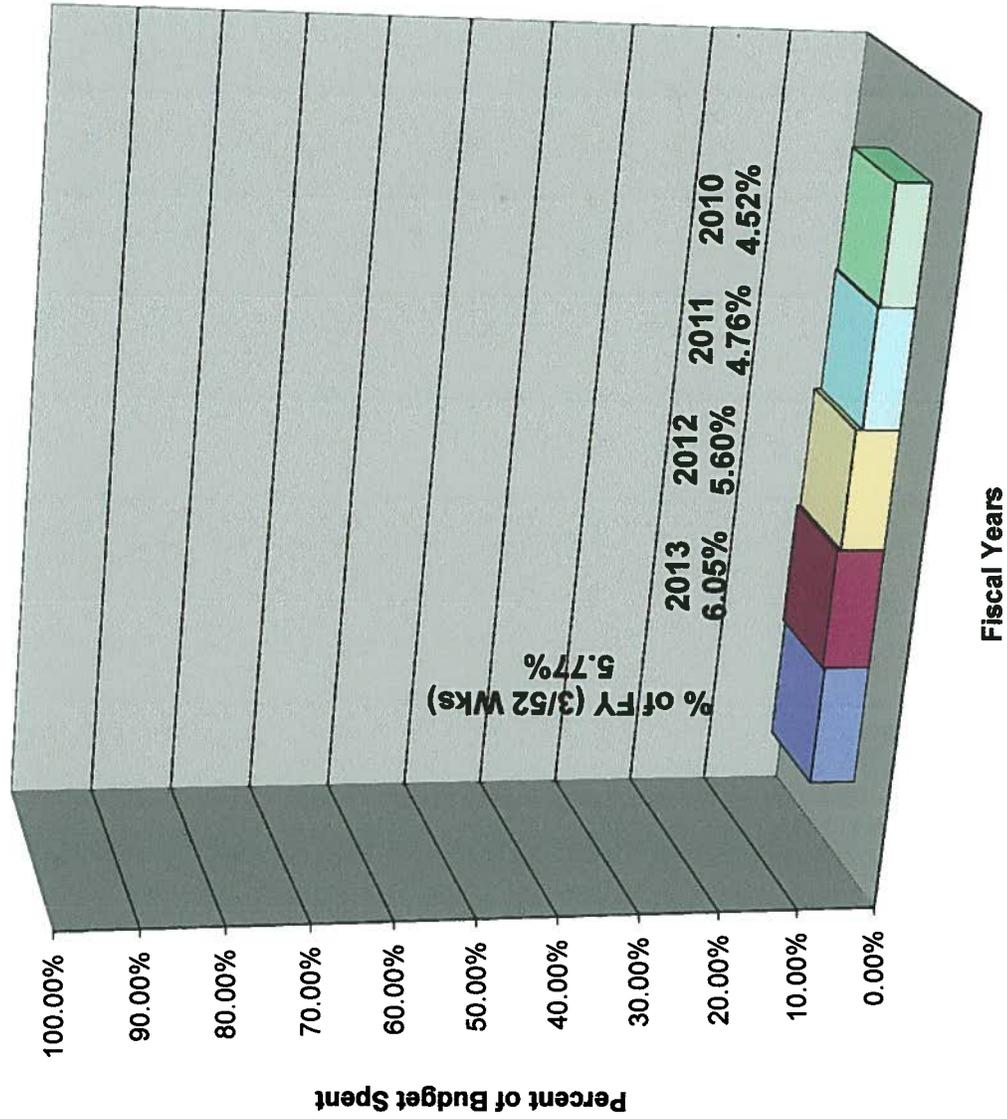
**Travis County Employee Benefit Plan
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

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%
3	10/12/2012	10/20/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
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Paid & Budgeted Claims to Date	\$ 3,009,835.70	\$ 2,871,531.69
Paid Claims less Total Weekly Budget		\$ 138,304.01

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 3



Norman McRee

From: SIFS FAX@UHC.COM
Sent: Friday, October 19, 2012 12:50 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-10-19 REQUEST AMOUNT: \$2,162,388.58

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-10-18 \$576,464.48
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00
= UNDER DEPOSIT: \$2,091,576.52

+ CURRENT DAY NET CHARGE: \$70,812.06
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$2,162,388.58

ACTIVITY FOR WORK DAY: 2012-10-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$42,357.94	\$00.00	\$42,357.94
TOTAL:	\$42,357.94	\$00.00	\$42,357.94

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_10_18

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.01	QG	11193526	AA	8	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ 0.01	QG	11193526	AA	17	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ 0.01	QG	11193526	AA	6	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ 0.01	QG	11193526	AH	1	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ 0.01	QG	11193526	AH	6	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ 0.01	QG	11193526	AH	9	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ 0.01	QG	11193526	AE	6	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ 0.01	QG	11193526	AE	6	10/15/2012	100	10/17/2012	10/18/2012
701254	632	\$ (25.00)	QG	91584385	AH	1	8/6/2012	50	10/17/2012	10/18/2012
701254	632	\$ (53.58)	QG	1849599	A	46	10/13/2012	50	10/19/2012	10/18/2012
701254	632	\$ (57.91)	PH	36536159	AE	16	10/10/2012	50	10/16/2012	10/18/2012
701254	632	\$ (89.49)	QG	51071640	AA	6	8/6/2012	50	10/16/2012	10/18/2012
701254	632	\$ (257.66)	PH	64109817	AH	6	7/30/2012	50	10/16/2012	10/18/2012
701254	632	\$ (301.49)	QG	91525751	AH	9	7/13/2012	50	10/17/2012	10/18/2012
701254	632	\$ (641.98)	PH	64016444	AH	9	10/13/2012	50	10/19/2012	10/18/2012
701254	632	\$ (780.00)	QG	10878978	AE	9	10/11/2012	50	10/17/2012	10/18/2012
701254	632	\$ (802.00)	QG	70658686	AH	1	10/11/2012	50	10/17/2012	10/18/2012
701254	632	\$ (888.46)	QG	91656957	AH	1	10/9/2012	50	10/15/2012	10/18/2012
701254	632	\$ (1,383.43)	QG	20130636	AH	8	10/12/2012	50	10/18/2012	10/18/2012

819,640.44

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 10/18/12

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/18/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 213,592.99
	RR	1110068956	516110	\$ 2,589.83
			Total CEPO	\$ 216,182.82
EPO	EE	1110068956	516030	\$ 162,130.75
	RR	1110068956	516130	\$ 12,094.11
			Total EPO	\$ 174,224.86
PPO	EE	1110068956	516020	\$ 411,440.36
	RR	1110068956	516120	\$ 17,792.40
			Total PPO	\$ 429,232.76
			Grand Total	\$ 819,640.44

Item 9



Travis County Commissioners Court Agenda Request

Meeting Date: 10/30/2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine request from Constable Precinct 1 for a variance to Travis County Code § 10.0295, Peace Officer Pay Scale (POPS).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 8.

B. Non-Routine Personnel Action – Pages 9 - 12.

Constable Precinct 1 requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Slot 8 from step 2 to step 7, Constable Sergeant, PG 64. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

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

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

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Poirot, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

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



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

October 30, 2012

ITEM # :

DATE: October 19, 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.

A. Routine Personnel Actions – Pages 2 – 8.

B. Non-Routine Personnel Action – Pages 9 - 12.

Constable Precinct 1 requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place Slot 8 from step 2 to step 7, Constable Sergeant, PG 64. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

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

LB/DP/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS -- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Clerk	129	Court Clerk Asst	11 / Level 3 / \$28,808.00	11 / Level 3 / \$28,808.00
District Atty	100	Legal Secretary	15 / Level 4 / \$38,750.40	15 / Level 4 / \$38,750.40
ITS	34	Technical Trainer I	22 / Level 5 / \$63,918.40	22 / Level 5 / \$63,918.40
Juvenile Probation	374	Enforcement Ofcr I	15 / Minimum / \$34,608.50	15 / Minimum / \$34,608.50
Juvenile Probation	609	Licensed Vocational Nurse	15 / Level 3 / \$37,710.40	15 / Level 3 / \$37,710.40
Probate Court	8	Attorney I*	22 / \$59,131.28	22 / \$59,131.28
Probate Court	10	Attorney II	23 / Level 5 / \$68,390.40	23 / Level 5 / \$68,390.40
Sheriff	34	Registered Charge Nurse	22 / Level 4 / \$62,254.40	22 / Level 4 / \$62,254.40
Sheriff	871	Cadet**	80 / Step 1 / \$38,919.50	80 / Step 1 / \$38,919.50
Sheriff	1423	Cadet	80 / Step 1 / \$38,919.50	80 / Step 1 / \$38,919.50
Sheriff	1619	Security Coord	13 / Level 1 / \$31,158.40	13 / Level 1 / \$31,158.40
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20007	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20009	Elec Clk Eryl Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20010	Elec Clk Eryl Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20016	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
* Regular to Temporary			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20017	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20022	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20028	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20032	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20033	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20041	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20063	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20150	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20154	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20168	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20183	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20191	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20195	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20196	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20197	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20201	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20202	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20218	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20220	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20228	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
* Regular to Temporary		**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).			

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20229	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20230	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20232	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20236	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20260	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20265	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20266	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20272	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20273	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20274	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20275	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20281	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20284	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20287	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20291	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20299	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20309	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20311	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20320	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
* Regular to Temporary **Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20331	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20333	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20365	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20367	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20372	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20375	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20377	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20378	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	20423	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23019	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23028	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23043	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	50224	Office Asst	10 / \$11.87	10 / \$11.87	05
Juvenile Probation	50120	Juvenile Rsdntl Trt Ofcr Asst*	12 / \$13.59	12 / \$13.59	05
Juvenile Probation	50325	Building Maint Worker	11 / \$13.85	11 / \$13.85	05
TNR	50065	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
* Regular to Temporary		**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).			

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
Civil Courts	Slot 50022 / Court Operations Ofcr / Grd 17 / \$19.05	Civil Courts	Slot 50022 / Court Operations Ofcr / Grd 17 / \$21.90	Hourly Rate Change
County Clerk	Slot 23292 / Elec Clk Operations Clk III / Grd 12 / \$14.00	County Clerk	Slot 23162 / Elec Clk Operations Clk IV / Grd 14 / \$16.00	Election Worker Reassignment
TNR	Slot 20069 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50106 / Park Tech I / Grd 8 / \$11.00	Status changed from Temporary Worker (02) to Project Worker (05).
TNR	Slot 20073 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50107 / Park Tech I / Grd 8 / \$11.00	Status changed from Temporary Worker (02) to Project Worker (05).

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Constable 2	10	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$49,686.62	\$53,164.59	Career Ladder. Peace Officer Pay Scale (POPS).
Constable 2	47	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	\$49,686.62	\$53,164.59	Career Ladder. Peace Officer Pay Scale (POPS).

*** Actual vs Authorized**

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 145 / Business Analyst III / Grd 26 / Part-time \$37,954.38	County Atty	Slot 145 / Business Analyst III / Grd 26 / Full-time \$75,908.76	Status change from part-time to full-time (20 hrs to 40 hrs).
District Atty	Slot 103 / Records Analyst / Grd 17 / Part-time \$25,606.68	District Atty	Slot 103 / Records Analyst / Grd 17 / Full-time \$51,213.36	Status change from part-time to full-time (20 hrs to 40 hrs).

*** Actual vs Authorized**

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 114 / Court Clerk I / Grd 13 / \$31,158.40	District Atty	Slot 91 / Accountant Assoc* / Grd 14 / \$33,321.60	Promotion. Pay is between min and midpoint of pay grade.
Emergency Medical Svc	Slot 35 / Public Information Ofcr PS / Grd 18 / \$47,000.00	Emergency Services	Slot 43 / Public Information Ofcr PS / Grd 18 / \$47,000.00	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
Emergency Services	Slot 42 / County Exec ES Succession / Grd 33 / \$135,626.61	Emergency Services	Slot 25 / County Exec Emergency Svcs / Grd 33 / \$135,626.61	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Fac Mgmt	Slot 85 / Building Maint Worker / Grd 11 / \$29,492.53	Fac Mgmt	Slot 131 / Groundskeeper / Grd 08 / \$26,389.79	Voluntary job change. Pay is at midpoint of pay grade.
ITS	Slot 65 / Systems Engineer III* / Grd 27 / \$81,499.63	ITS	Slot 65 / Systems Architect I / Grd 28 / \$83,424.43	Promotion. Pay is at minimum of pay grade.
ITS	Slot 95 / Project Mgr I / Grd 27 / \$80,294.40	ITS	Slot 95 / Project Mgr I / Grd 27 / \$84,309.00	Salary adjustment. Pay is between min and midpoint of pay grade.
ITS	Slot 115 / Webmaster I* / Grd 22 / \$60,000.00	ITS	Slot 115 / Webmaster II / Grd 24 / \$64,800.00	Promotion. Pay is between min and midpoint of pay grade.
ITS	Slot 123 / Systems Engineer II* / Grd 25 / \$68,095.88	ITS	Slot 123 / Systems Engineer III / Grd 27 / \$77,956.70	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
ITS	Slot 128 / Systems Engineer II* / Grd 25 / \$71,190.81	ITS	Slot 128 / Systems Engineer III / Grd 27 / \$77,957.00	Promotion. Pay is between min and midpoint of pay grade.
ITS	Slot 135 / Business Analyst III* / Grd 26 / \$80,583.78	ITS	Slot 135 / Customer Support Mgr / Grd 28 / \$83,424.43	Promotion. Pay is at minimum of pay grade.
Tax Collector	Slot 35 / Tax Spec I* / Grd 13 / \$30,238.83	Tax Collector	Slot 35 / Tax Specialist II / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
Tax Collector	Slot 52 / Accounting Clerk* / Grd 12 / \$36,422.05	Tax Collector	Slot 52 / Accountant / Grd 17 / \$39,615.08	Promotion. Pay is at minimum of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGES							
Dept.	Slot #	Current			HRMD Recommends		
		Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Fac Mgmt	124	Office Spec Sr / 13796	NE	13	Accountant Assoc / 14033	NE	14
TNR	601	Engineering Inspector Spec / 16663	NE	16	Environmental Spec / 18576	NE	18
Departments request reclassification in order to meet departmental needs. PBO has confirmed funding available.							

THIS SECTION INTENTIONALLY LEFT BLANK.

SECTION B. NON-ROUTINE PERSONNEL ACTION

NON-ROUTINE – POPS Step Change				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 1	Slot 8 / Constable Sergeant / Grd 64 / \$73,167.74	Constable 1	Slot 8 / Constable Sergeant / Grd 64 / \$80,563.60	POPS step change. Placing from Step 2 to Step 7. Travis County Code § 10.0295.

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



Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: October 19, 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 & Budget

FROM: Diane Poirot, Director of Human Resources Management Department

SUBJECT: Constable, Precinct 1 - Non-Routine POPS Salary Adjustment, Slot 8

HRMD requests Commissioners Court to discuss and consider the following action.

Constable, Precinct 1's Office Request:

Constable Precinct 1's Office requests approval to pay a salary adjustment to one Constable Sergeant in the amount of \$7,395.86. The resulting pay differential between steps 2 (\$73,167.74) and 7 (\$80,563.60) is approximately ten percent. The pay action would apply to the following slot:

<u>Slot #</u>	<u>From</u>	<u>To</u>
8	Constable, Sgt. PG 64 – Step 2 \$73,167.74	Constable, Sgt. PG 64 – Step 7 \$80,563.60

Policy:

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments to address previous funding shortfalls.

History:

On November 1, 2010, Commissioners Court approved an action to promote the officer in question from Deputy Constable Sr. to Constable, Sergeant. At the time of the

promotion, the officer moved from Grade 62, Step 15 to Grade 64, Step 2. The ordinary progression would have been from Grade 62, Step 15 to Grade 64, Step 15. However, Constable 1's Office did not have recognized permanent salary savings to move the officer beyond Step 2, and received permission to move the officer to Step 2 until such time as additional funding became available.

Issues:

Policy does not specifically address whether employees on the POPS scale are eligible for salary adjustments. Long-standing practice has been that employees covered by POPS, when promoted, are placed on the same step in the new pay grade that they were on in their previous pay grade. In this case, funding was not available to accommodate this action in November, 2010. The request made by Constable 1's Office at the present time is to move the employee closer to the step the incumbent would have been at had more funding been available at the time.

Recommendation:

HRMD acknowledges that the special nature of this request was driven by budgetary constraints within the Constable's Office at the time of the promotion. At that time, funding was only available to move the officer to Step 2. With funding now available, HRMD supports this action to move the officer to Step 7.

The Planning and Budget Office (PBO) has confirmed available funding for the adjustment to step 7.

To: William Derryberry & Budget Analyst
Cynthia Lam-Roldan

From: Constable Danny Thomas

Subject: FY 13 Salary

Date: October 3, 2012

This memorandum represents a formal request for a FY 13 salary adjustment for the following employee:

Employee # 11581
Slot #8

_____ has been with Precinct One for (20) twenty years and (7) seven months; _____ was former Chief under Constable Luke Mercer _____ salary would have been over ninety thousand however, when Constable Thomas was elected in 2009 _____ was then classified as senior deputy at \$56,559.57. Even with this increase _____ years of service will not be compensated for.

This is a salary adjustment to compensate _____ from Nov 1, 2010 promotion in which we did not have funds in our budget at the time.

_____ performs duties as the Assistant Chief. _____ has outstanding leadership skills and has over 20 years of experience at the Constable Office. _____ maintains a level of integrity, a professional work ethic and goes over and beyond the call of duty in order to complete the mission of Precinct one. _____ is constantly taking initiative to improve the workflow of precinct one. _____ supports subordinates and _____ has truly gained there respect and trust. This is a request to reward him for _____ hard work and consistency.

The monies requested in the amount \$7395.86 are available in Permanent Salary Savings I am requesting an increase from \$73,167.74 to \$80,563.60

Item 10



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Kristine Nilsen, 854-4820

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-0106

Commissioners Court Sponsor: Samuel T. Biscoe, Travis County Judge

A handwritten signature in blue ink, likely of Samuel T. Biscoe, the Travis County Judge mentioned in the text.

AGENDA LANGUAGE:

- a) Review and approve tuition reimbursements for employees who have completed classes in accordance with the Tuition Reimbursement Program §10.020 – §10.022.
- b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

A total of seventy (70) requests for Spring 2012 semester are listed on the attached spreadsheet.

The Tuition Reimbursement Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition refund request form
- a course description
- fee receipt
- official grade

STAFF RECOMMENDATIONS:

HRMD recommends approval.

ISSUES AND OPPORTUNITIES:

NA

FISCAL IMPACT AND SOURCE OF FUNDING:

The total reimbursement amount requested for your approval is \$54,542.98. Sufficient funds have been accrued in account 111 006 0001 513070 and are available for payment in Fiscal Year 2013.

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

REQUIRED AUTHORIZATIONS:

Kim Austin-Smith, Human Resources Management Department, 854-4707

Diane Poirot, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

County Auditor's Office 854-9125

County Treasurer's Office 854-9365

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

SP 2012 Req.xlsx

Sem Code	Last Name	First Name	Dept.	Job Title	Vendor #	1st Course	2nd Course	3rd Course	Amount to Refund
SP-001	Alvarez	James	HRMD	Risk Specialist Asst		Communication principles & application	Environment II		1000.00
SP-002	Arellano	Peter	Adult Probation	Probation Officer II		Social Work Practice III			1000.00
SP-003	Auchterlinie	Monika	TCSO	Law Enforcement Spec		Principles of Accounting		Police Systems and Practices	217.00
SP-004	Bames	Kevin	Central Booking	Corrections Ofcr, Sr		Court Systems and Practices	Juvenile Justice System		525.00
SP-005	Becerra	Jose	Criminal Courts	Bailiff		Intro to Criminal Justice	Intro to Sociology		350.40
SP-006	Benbenek-Price	Charlotte	Extension	Social Serv Prgm Spec		Leading Organizational Change	Foundations-Ethical Leadership		1000.00
SP-007	Bolton	Sara	County Attny	Legal Secretary		Human Nutrition	Human Growth and Development		674.58
SP-008	Botello	Maria	Pretrial Services	Pretrial Officer	10004080	Current Issues In CJ	Applied Research Practum		1000.00
SP-009	Bouldin	Christina	TCSO	Corrections Ofcr, Sr		Criminal Investigation	Legal Aspects of Law Enforcement		876.00
SP-010	Brooks	Glynis	Fire Marshal	Fire Marshal Asst Dep III		Auditing for Safety, Security & EM	Research/Planning for Safety, Security, & EM		1000.00
SP-011	Burgess	Janie	Juv Prob	Division Director		Technology for Modern Policing	Police Executive Leadership		1000.00
SP-012	Burkhardt	Cory	TCSO	Corrections Ofcr, Sr		Principles in Accounting II	Diversity Life	Composition II	584.00
SP-013	Davis	Brent	HHS	Caseworker		Advanced Study Research Method	Principles and Practices of Social Work		1000.00
SP-014	Doane	Deloris	Tax Office	Accountant Sr		Public Safety	Principles of Macroeconomics		350.40
SP-015	Doane	Karen	County Attny	Paralegal		Business Communication	Change Management		1000.00
SP-016	Duval	Karen	Civil Courts	Judicial aide		Human Resource Risk Management	Internship / Court operations		350.40
SP-017	Elizondo	Priscela	County Attny	Attorney III		Adv. Legal Research			175.20
SP-018	Ervin	Kenneth	County Attny	Attorney III		Social Psychology			1000.00
SP-019	Espinosa	Gilberto	TCSO	Corrections Ofcr, Sr	10004058	TX Peace Officer Procedures	TX Peace Officer Capstone		364.80
SP-020	Fernandes	Martin	TCSO	Corrections Ofcr, Sr		Police Systems and Practices	Principles of Macro Economics		1000.00
SP-021	Garnett	Zetta	HRMD	Benefits Assistant		Principles of Micro Economics			292.00
SP-022	Gilkes	Yonnette A	JP 5	Court Clerk I		Spanish I	Health Care Economics		1000.00
SP-023	Gonzalez	San Juana	HHS and VS	Contract Compl Spec		Human Resource Management	History		273.60
SP-024	Gorman	Laura	County Attny	Attorney IV		Criminology	Bachelors Capston in CT		1000.00
SP-025	Gutierrez	Adrianna	County Clerk	Court Clerk Asst		Advanced Career Development	Contemp. legal issues in law enforcement		1000.00
SP-026	Harris	Adam	TCCC	Corrections Officer		Treatment in Corrections	Into to Deaf Comm.		448.80
SP-027	Harris	Ruby L.	TCCC	Corrections Sergeant		American Sign Language	Personnel Management		1000.00
SP-028	Hart	Lessie	TCSO	Office Specialist, Sr		Clinical Office Procedures II	EMT - Basic Clinical		435.60
SP-028	Herrera	Albert	TCSO	Security Coordinator		EMT - Basic			

SP-029	Hooker	Michelle	TCSO	Corrections Officer	Adv. Criminal Justice Mgt	Research in Criminal Justice	1000.00
SP-030	Huff	Holly	Auditor	Associate Auditor	Intermediate Acct II	Government and Not-Profit Acct	1000.00
SP-031	Huff	Michelle	Juv Prob	Juv Probation Officer II	Social Work Research	Human Behav. in the Social Envir	1000.00
SP-032	Hurt	Timothy	HSB	Corrections Officer, Sr	Stats for Criminal Justice	SPEC Probs CJ Systems	1000.00
SP-033	Jensen	Christina L	TNR	Financial Analyst Sr.	Quantitative business Analysis	Managing Human Capital	1000.00
SP-034	Kraemer	Kurt	TCSO	Peace Officer, Sr.	Police Systems and Practices	Introduction to Methods of Research	1000.00
SP-035	Lopez	Stephanie	District Clerk Offi	Court Clerk Asst	Criminal Investigation	Ethics in Criminal Justice	732.80
SP-036	McDonald	Etoise	County Attorney	Paralegal	Appl'd Action Resrch in Legal Studies	Jurisprudence & Legal History	1000.00
SP-037	Marion	Herbert E	Residential	RTO III	Methods in Social Research	Public Administration	1000.00
SP-038	Martinez	Edith	County Clerk	Recording Spec. II	Critical Thinking and Problem Solving	Business Statistics	1000.00
SP-039	Mirelez	Joanie	Juv Prob	Administrative Assoc	Interdisciplinary Capstone		1000.00
SP-040	Montgomery-Cafferata	Felicia	County Attorney	Office Specialist	Criminal Law	Criminal Procedure	1000.00
SP-041	Moore	Carnett	Juv Prob	Health Services Sup.	Evidence-based Research and Practice		1000.00
SP-042	Neidlein	Angela	TCSO	Corrections Officer	Legal Aspects of L.E.		175.20
SP-043	Nilsen	Kristine	HRMD	HR Specialist, Sr	Statistical Methods in Psychology		784.00
SP-044	Noble	Angel	CSCD	Probation Officer II	Special Education	Methods for teaching english as 2nd language	1000.00
SP-045	Padilla	Vicki	Criminal Courts	Judicial aide	Moral Issues in Society	Public Relations	1000.00
SP-046	Parrish	Timothy	TCSO	Corrections Officer, Sr	Immigration and Comparative Politics	The Structure of Individual Liberties	1000.00
SP-047	Patterson	Shannon	Pretrial Services	Pretrial Officer III	Legal Aspects of L.E.	Juvenile Justice System	1000.00
SP-048	Paz	Pamela	TCSO	Corrections Officer, Sr	ESL in the content areas	Educating Students w/ Mild Disabilities	1000.00
SP-049	Posada	Alberto	Pretrial Services	Office Specialist, Sr	Crime Theory and Victimization	Mid-Level Management Criminal Justice	1000.00
SP-050	Redd	Alan	Constable Pct.5	Deputy Constable, Sr	Sociology	History I	350.40
SP-051	Reed	Daryl	Juv Prob	JPO Assistant	Holeland Security and Terrorism	Supervision	1000.00
SP-052	Rendon	Layla	TCSO	Corrections Officer, Sr	Foundations of Research	Ethics and Social Responsibility	1000.00
SP-053	Richter	Jeannie	TCSO	Corrections Officer, Sr	Intro to Criminal Justice	Speech	273.60
SP-054	Ritcherson	Stephanie	County Attny	Sr. Victim Counselor	Counseling skills and techniques	Counseling Theories	1000.00
SP-055	Ryan	Mary Jane	Tax Office	Accounting Clerk	Basic Math Skills		215.20
SP-056	Satterwhite	Carlette M.	Juv Prob	Enforcement Officer I	Transforming the Business I	Transforming the Business II	1000.00
SP-057	Sexton	Christina	CN3	Court Clerk I	Org. Decel. Principles & Practices	Facilitation Skills	1000.00
SP-058	Stokes	Jacob	Civil Courts	Court Operations Officer	Public Policy Planning and Implementation		1000.00
SP-059	Sweet	Shawn K	HHS & VS	Case Manager	Social Welfare Policy & Services		1000.00
SP-060	Taylor	Stephanie	TCCES	Chem Depend Coun, Sr	Spanish II	Theory Fundamentals	364.80

SP 2012 Req.xlsx

SP-061	Thornton	Bridgett	TCSO	Security Coordinator	Wills, Trust, Estate Administration	Introduction to Sociology	1000.00
SP-062	Valdez	Alejandrina	Juv Prob	Juvenile Probation Ofcr II	Assessment/Diagnostiscs & Treatment	Assessment Techniques	1000.00
SP-063	Villanueva	Annette	JP 4	Court Clerk I	MGT/ 434 Employment Law	FIN/370 Finance for Business	1000.00
SP-064	Villarreal	Roland	TCSO	Corrections Officer, Sr	Criminal Investigation	Police Systems and Practices	350.40
SP-065	Walter	Eva C	TCSO	Sr. Office Specialist	Dev. Math Thinking	Technical Writing	261.50
SP-066	Whitmire	Tristan	Auditor	Aud Assoc Auditor I	Cost Accounting		516.90
SP-067	Williams	Terri	CSCD	Probation Officer II	Counseling skills and techniques	Human Growth and Development	1000.00
SP-068	Winkler	Jennifer	Adult Probation	Probation Officer III	Public Management	Foundations of Management	1000.00
FA-069	Medina	Elizabeth	District Clerk	Records Analyst Assoc	Introduction to Visual Arts	Humanities: Prehistory to Renaissance	300.00
FA-070	Reed	Daryl	Juv Prob	JPO Assistant	Organizational Behavior		300.00
Amount to Pay							\$54,542.98

Item 12



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

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

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

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

Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in blue ink, appearing to read "Roger El Khoury".

AGENDA LANGUAGE:

Consider and take appropriate action regarding the 700 Lavaca Building cafeteria and concession service agreement.

BACKGROUND/SUMMARY OF REQUEST:

At the September 25, 2012 voting session, item #25, the Commissioners Court approved the selection of Luby's Fuddrucker's Restaurants, LLC, (Luby's) to provide cafeteria services at the 700 Lavaca Street building. At that time, the Commissioners Court also gave staff direction to develop the appropriate Cafeteria and Concession Service Agreement (C&CSA) between Sentinel Lavaca Management Corp. (Sentinel) as Managing Agent for Travis County and Luby's for these services. The Commissioners Court also directed that this C&CSA be returned to the Commissioners Court for review. Facilities Management Department, Sentinel and County Attorney staffs have worked with representatives of Luby's to develop a C&CSA that is acceptable for all parties. This C&CSA is at Attachment One.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioners Court indicate approval of the C&CSA between Sentinel Lavaca Management Corp. as Managing Agent for Travis County and Luby's Fuddrucker's Restaurants, LLC, for cafeteria services at the 700 Lavaca Street building.

ISSUES AND OPPORTUNITIES:

With Commissioners Court approval of the C&CSA, food services at the 700 Lavaca Building cafeteria are expected to begin on November 1, 2012. The base contract will be for one year with three options to extend services for additional one year periods.

FISCAL IMPACT AND SOURCE OF FUNDING:

Revenue of \$18,000 per year will flow into the 700 Lavaca account.

ATTACHMENTS/EXHIBITS:

1. 700 Lavaca Cafeteria and Concession Services Agreement

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney's Office, 854-9642

CAFETERIA AND CONCESSION SERVICES AGREEMENT

This Cafeteria Concession Services Agreement (this "Agreement") is entered into by and between the following parties: Sentinel Lavaca Management Corp. ("Sentinel"), as Managing Agent for Travis County, and Luby's Fuddruckers Restaurants, LLC, ("Luby's" or "Concessionaire"), with offices located at 13111 N.W. Freeway, Suite 600, Houston, TX 77040.

WHEREAS, Sentinel, on behalf of County requested proposals from qualified firms to provide Cafeteria Concession Services; and

WHEREAS, Concessionaire was the successful proposer.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.4 "Premises" means the area identified on **Attachment A** within the 700 Lavaca Building in Austin, Travis County Texas, wherein the Services shall be performed by Concessionaire.
- 1.5 "Cafeteria Services" means the items, accommodations, facilities and services described in Sections 3.0, 4.0 and **Attachment B**.

2.0 TERM OF AGREEMENT

2.1 The term of this Agreement shall be for a period of one (1) year, commencing November 1, 2012 and terminating September 30, 2013, unless it is terminated earlier by either party as provided herein.

2.2 County, through Sentinel, has the unilateral option to extend this Agreement for three (3) additional one (1) year periods and (individually, an "Option to

Extend" and collectively, the "Options to Extend") during which all provisions of this Agreement shall remain unchanged and in full force and effect except for the termination date and the minimum guarantee set forth in Section 7.0 hereof. To be effective, Sentinel shall exercise an Option to Extend no sooner than ninety (90) days prior to the expiration of this Agreement, or any extension. The total period for the performance of this Agreement, including all extensions, shall not exceed sixty (60) months. Sentinel has the right to exercise all or a portion of the Options to Extend in any combination it deems necessary. During the Term, or any options, should the County not continue its contractual relationships with Sentinel, Concessionaire will look to County to continue all contractual rights and obligations.

3.0 CONCESSIONAIRE OBLIGATIONS WITH RESPECT TO THE SERVICES

3.1 Except as to be provided by County pursuant to Paragraph 6.0, Concessionaire shall provide all personnel, labor, equipment, tools, merchandise, materials, insurance and all other items normally required of a business to provide the Cafeteria Services, including all equipment and fixtures necessary for the attractive display and storage of merchandise. The appearance, appropriateness, and safety of all equipment and fixtures used by Concessionaire is subject to prior and ongoing approval by Sentinel Lavaca Management Corp. Sentinel will have oversight of the Premises.

3.2 Concessionaire agrees to provide the Cafeteria Services in the Premises for the sale of hot food, hot and cold drinks and other items as may be approved by Sentinel. No tobacco items or alcoholic beverages of any kind shall be sold by the Concessionaire in the Premises.

3.3 Concessionaire shall not prohibit nor discourage County employees or officials from using concession premises for the eating or drinking of items brought on the premises.

3.4 Concessionaire shall not assign any of the rights and privileges granted herein without first having obtained the prior written consent of the Commissioners Court. Failure to request consent shall be grounds for termination as described herein.

4.0 EQUIPMENT AND FACILITIES PROVIDED BY CONCESSIONAIRE

4.1 Cafeteria Locations.

4.1.1 Concessionaire shall furnish the following items and equipment during the term of this Agreement:

(i) All inventories of food, drink, and miscellaneous items as well as adequate number of employees.

(ii) All utensils, vessels, and disposable items, and microwave oven.

(iii) Cash registers.

(iv) Janitorial services for the Cafeteria Services premises described in **Attachment A**, to include: cleaning grease trap; keeping all cafeteria equipment clean at all times in accordance with NFPA #96, Commercial Cooking Equipment; keeping cafeteria floors clean to the same standard of care maintained at Concessionaire's Luby's Cafeterias; and cleaning within the Premises, and cleaning tables and trash in the atrium during operating hours (Sentinel will clean the atrium after hours).

(v) Any other necessary items or services not specifically mentioned herein which reasonable persons would anticipate or expect to be included in similar operations and in similar facilities, including these listed in **Attachment C**.

4.1.2 Concessionaire will properly clean and disinfect any cooking surfaces utilized, any food preparation areas utilized, food display tables/display cases and sinks on a daily basis in full compliance with County/City health standard requirements. Concessionaire shall furnish grease recovery and disposal. No grease shall be disposed of in sinks. If repair to County-owned equipment is determined to be caused by abuse of Concessionaire operations, the cost of repair may be charged to Concessionaire. Upon expiration of Equipment (identified in Attachment E) warranty expiration, Concessionaire shall be responsible for maintaining and repairing Equipment.

4.1.3 Any equipment to be furnished and installed by Concessionaire shall be of modern design and first class material and shall be in keeping with the general decor of the concession area in which it is installed.

5.0 COUNTY RESPONSIBILITIES AND RIGHTS

5.1 County either on its own or through Sentinel, shall furnish the following equipment or items for the Cafeteria Services: (i) the Premises used for the Cafeteria Services as described in **Attachment A**; (ii) all utilities, including air conditioning; (iii) equipment listed in **Attachment E**, attached hereto and made a part hereof; (iv) maintenance and upkeep of the Premises, other than janitorial services; (v) access to the loading dock for all deliveries; (vi) two (2) unreserved parking spaces in the Parking Garage across 8th street for Concessionaire staff parking; and (vii) allow Concessionaire

or its contractor to install and maintain high speed internet for Concessionaire's use in its operations hereunder.

6.0 MANNER OF OPERATIONS

6.1 For the Cafeteria Services, Concessionaire shall be open for business from 7:30 a.m. to 3:00 p.m. Monday through Friday, except County Holidays. Concessionaire may request Sentinel to make adjustments to business hours as determined by sales volume, which approval shall not be unreasonably withheld, conditioned, or delayed.

6.2 Concessionaire shall perform in an efficient and orderly manner as is customary in similar operations, and will endeavor to employ only persons who in appearance, manner, and character are suitable for said operation. The Commissioners Court shall have the right to require Concessionaire to dismiss from the Premises covered by this Agreement any employees of Concessionaire whose conduct or dress is improper, inappropriate or offensive; and such employees shall not be employed again on the Premises by Concessionaire without the written consent of the Commissioners Court. Employees will be trained in proper food handling procedures in accordance with County/City regulations to include but not limited to proper washing of hands, hairnets, gloves and basic hygiene. Employees will not handle currency or coins and then handle food without properly washing their hands or donning proper gloves.

6.3 Types, sizes and quality of merchandise, the conditions connected with the sale of such merchandise, and all other relations of Concessionaire with the public shall be subject to the approval of the Commissioners Court. Concessionaire shall emphasize the cleanliness of its operation and quality and freshness of products. Prices of merchandise and price changes shall be subject to the approval of Sentinel which approval shall not be unreasonably withheld, conditioned, or delayed. Concessionaire may, however, decrease the price of any item at any time without prior approval.

6.4 If Concessionaire decides to provide Fountain drinks, they must be dispensed from automatic fountains or barrels using a pre-mixed process for all drinks offered on the market in a pre-mixed process. All such drinks must contain a ratio of one (1) ounce of high quality syrup to each five (5) ounces of cold carbonated water. Each drink must contain only enough ice to provide a cold pleasant tasting drink that will compare with the best bottled drink. Fountain drinks are subject to hydrometer test by a representative of the County at any time and must meet standard specifications. Concessionaire shall furnish lids without charge for fountain drinks being carried out of the concession Premises.

6.5 Concessionaire shall not decrease food and drink portions without the express and prior written approval of Sentinel, which approval shall not be unreasonably withheld, conditioned, or delayed.

6.6 Concessionaire shall comply with all County, City, State and Federal regulations, laws and ordinances which in any manner regulate the operation of the concession described herein, particularly the sanitary and health regulations pertaining to the preparation, presentation and service of food and drinks. Sentinel and County reserve the right to make unscheduled inspections of Concessionaire's cafeteria operations to ensure full compliance with governing sanitary and health regulations for food preparation and service areas. Any violation of said statutes, rules, regulations or ordinances shall constitute a material breach of this Agreement and shall entitle Sentinel to terminate this Agreement immediately upon delivery of written notice to Concessionaire.

6.7 Concessionaire shall secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful operations of Concessionaire's operations described herein. All taxes and license fees of every kind and character, on account of the operation of said concessions on or account of the ownership of Concessionaire's property imposed by and County, State, Federal or Municipal government, shall be paid by Concessionaire, without deduction from "gross receipts".

6.8 Concessionaire shall cause all concession Premises to be clear of rubbish, filth, and refuse and will place such matter in garbage containers of adequate size and design so as to prevent health and sanitation problems and promote an attractive, clean appearance. All waste will be removed from the Premises on a daily basis. Food waste will not be disposed of down the drain of the sinks.

6.9 Concessionaire shall not authorize or permit the installation of any entertainment device without the prior written consent of the Commissioners Court.

6.10 Concessionaire shall, at its own expense, put in a conspicuous place a list of prices for all items offered for sale; the manner of posting such list(s) shall be that normally practiced by the trade for the quality of concession operations described herein.

6.11 Sentinel and County may maintain a continuing evaluation of the concession Services provided by Concessionaire to ensure that Concessionaire is complying with all provisions of this Agreement. This evaluation may include the quality of the services rendered, the prices charged to the public, the nature and quality of the merchandise offered for sale to the public, the neatness of the Premises and Concessionaire employees, and the non-discrimination practices of Concessionaire in relation to both employment and service to the public. County, through its Employee Wellness Committee, will review the menus. Inadequacies of nutrition or quality shall be remedied by Concessionaire within 10 days after notification.

7.0 RECORD OF ACCOUNTS AND PAYMENT PROVISIONS

7.1 The term "gross receipts" as used in this contract shall mean total receipts before the deduction of any costs or expenses (except sales taxes).

7.2 Concessionaire shall prepare and maintain during the term of this Agreement accurate and complete records and accounts reflecting the state of inventory, sales, and expenses. Said records and accounts shall be subject to examination and audit by the County at any reasonable time and upon reasonable notice. The County further reserves the right to inspect Concessionaire's stock at any reasonable time and upon reasonable notice.

7.3 Concessionaire shall make payment to Sentinel on or before the 1st day of the month. As shown in **Attachment F, Revenue Schedule**, attached hereto and made a part hereof; provided, however, that Sentinel shall be guaranteed the minimum sum(s) specified on **Attachment F**. In addition, said monthly payments shall be accompanied by a written statement showing the amount of gross receipts during the preceding month. Make check payable to Sentinel Lavaca Management Corporation and mail or bring to:

Attention: Doris Zagst
Sentinel Lavaca Management Corp.,
700 Lavaca Street, Suite 900
Austin, TX 78701

7.4 Concessionaire shall have cash registers for the Cafeteria Services herein described, which shall have a grand total started at zero upon commencing business each day.

7.5 Concessionaire shall furnish the County Auditor within two weeks subsequent to filing a copy of that part of his Federal Income Tax Return which reflects Concessionaire's performance of the Services, and the concession services, described herein.

8.0 ACCOUNTING RECORDS AND REPORTS

8.1 The accounting systems used by Concessionaire will be subject to review and recommendation as prescribed by Sentinel.

8.2 During the term of this Agreement Concessionaire shall maintain Travis County Operations Sales Records for each day, in accordance with generally accepted

accounting principles. Records shall include a full, complete, accurate, permanent record and account of all sales and of all sums of money paid or payable for or on account or arising out of business transactions conducted on behalf of the County. Such records shall include but not be limited to sales slips, customer credit records, cash register tapes, invoices, bank account records and their documents of business, after herein referred to as "business records". Concessionaire will be responsible for any returned checks of customers.

8.3 Concessionaire shall preserve such business records and supporting documents for a six (6) month period after the expiration of the Agreement term.

8.4 Upon request by County, Concessionaire shall deliver, within seventy-two (72) hours such business records to Facilities Management or its designated agent or representative for the purpose of having the business audited. Concessionaire specifically authorizes County, its employees, agents and designated representatives to conduct an audit of the business and agrees to fully assist County wherever possible.

8.5 County reserves the right as part of its audit to duplicate and retain copies of Concessionaire business records.

9.0 CONCESSIONAIRE REPRESENTATIONS; WARRANTIES

9.1 Concessionaire represents that it has thoroughly examined the requirements, specifications, schedule, instructions and all other contract documents. Concessionaire has made all investigations necessary to thoroughly inform itself regarding the Concessionaire Services as required herein.

9.2 The apparent silence of any requirements included herein about any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail. All interpretations of these requirements shall be made on the basis of this statement.

9.3 Concessionaire warrants that all of the information provided in Concessionaire's original Proposal submitted is true and correct and that Concessionaire will use its best efforts to provide quality service to County. Specifically, this warranty extends to all statements and/or representations made by Concessionaire in the aforementioned Proposal.

10.0 CONCESSIONAIRE CERTIFICATIONS

10.1 Concessionaire certifies that it is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership

is not currently delinquent with respect to payment of property taxes within Travis County. Concessionaire will have a certified Food Service Manager overseeing the operations of the Premises. Workers will all have food handler cards issued by the City of Austin.

10.2 Concessionaire represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; (ii) County shall not be liable for any infringement of those rights; and (iii) any rights granted to County shall apply for the duration of this Agreement term. CONCESSIONAIRE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS SENTINEL, AND COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES, FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.

11.0 ASSIGNMENT

11.1 Assignment. Concessionaire shall not assign any part of the Services, rights or obligations under this Agreement without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by Commissioners Court.

11.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

11.3 If a change of name is required, Sentinel shall be notified immediately. No change in the obligation of or to Concessionaire will be recognized until it is approved by Sentinel.

12.0 FORCE MAJEURE

12.1 If the performance by either party of any of its obligations under this Agreement is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

13.0 TERMINATION FOR DEFAULT

13.1 Failure by either Sentinel or Concessionaire in performing any provisions of this Agreement shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Agreement should not be terminated for default. Sentinel may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by Sentinel or Concessionaire only and all replies shall be made in writing to Sentinel or Concessionaire at the address provided herein. Notices issued by or to anyone other than Sentinel or Concessionaire shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. If Sentinel terminates this Agreement because of a default by Concessionaire, then Sentinel shall not be responsible for loss of profits by Concessionaire.

14.0 TERMINATION FOR CONVENIENCE

14.1 Sentinel reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Luby's also reserves the right to terminate this Agreement upon ninety (90) calendar days' written notice for any or no reason. Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Concessionaire those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Concessionaire is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by Sentinel. County shall not be liable for loss of any profits anticipated to be made hereunder.

14.2 IT IS ACKNOWLEDGED BY CONCESSIONAIRE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY

GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

14.3 Concessionaire shall submit all requests for alterations, additions or deletions of the terms of this Contract or any attachment to it to Sentinel. Sentinel may present Concessionaire's requests to Commissioners Court for consideration.

15.0 SUBCONTRACTS

15.1 Concessionaire shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from Sentinel. It is acknowledged by Concessionaire that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

16.0 CIVIL RIGHTS/ADA COMPLIANCE

16.1 Concessionaire shall provide all services and activities required by this Agreement in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Concessionaire were an entity bound to comply with these laws. Concessionaire shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

17.0 GRATUITIES AND CONFLICT OF INTEREST

17.1 Sentinel may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by Concessionaire or any agent or representative of Concessionaire, to any County Official or employee with a view toward securing favorable treatment with respect of this Agreement. If this Contract is terminated by Sentinel pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Concessionaire at least three times the cost incurred by Contractor in providing the gratuities.

17.2 If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County internet website

18.0 NOTICES

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

18.2 The address of Sentinel for all purposes under this Agreement shall be:

Doris Zagst
Sentinel Lavaca Management Corp.
700 Lavaca St., Suite 900
Austin, Texas 78701

18.3 The address of Concessionaire for all purposes under this Agreement and for all notices hereunder shall be the address shown below:

Luby's Fuddruckers Restaurants, LLC
13111 N. W. Freeway, Suite 600
Houston, Texas 77040

18.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

19.0 CONSTRUCTION OF CONTRACT

19.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

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

19.3 Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Agreement.

19.4 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

19.5 Gender and Number: Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in this Agreement clearly requires otherwise.

20.0 ENTIRE CONTRACT

20.1 All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

21.0 CONCESSIONAIRE LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION

21.1 Concessionaire shall indemnify Sentinel, County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the Cafeteria Services provided by Concessionaire under this Agreement. It is the expressed intention of the parties to this Agreement, both Concessionaire and County, that the indemnity provided for in this paragraph is indemnity by Concessionaire to indemnify and protect Sentinel and County from the consequences of Concessionaire's actions. Notwithstanding the foregoing, the foregoing indemnity shall not apply to third party claims, losses, damages, causes of action, and suits related to the negligence or intentional conduct of Sentinel, County, or their respective officers, agents and employees.

21.2 If any claim, or other action, that relates to Concessionaire's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Concessionaire, Concessionaire shall give written notice to Sentinel and County in compliance with this section of the following information:

21.2.1 The existence of the claim, or other action, within ten (10) working days after notification is received by Sentinel and County;

21.2.2 The name and address of the person, firm, corporation or other entity that made a claim, or that instituted any type of action or proceeding;

21.2.3 The alleged basis of the claim, action or proceeding;

21.2.4 The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

21.2.5 The name or names of any person(s) against whom this claim is being made.

21.2.6 Except as otherwise directed, Concessionaire shall furnish to Sentinel and County copies of all pertinent papers received by Concessionaire with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

22.0 ADDITIONAL GENERAL PROVISIONS

22.1 Concessionaire must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Concessionaire.

22.2 Despite anything to the contrary in this Agreement, if Concessionaire is delinquent in payment of property taxes at the time of providing services, Concessionaire hereby assigns the portion of the amount owing to it under this Agreement that is equal to the amount Concessionaire is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

23.0 COUNTY HOLIDAYS

23.1 Concessionaire will not be expected to provide service on Holidays recognized by the Travis County Commissioners Court. At its option Concessionaire may choose to remain open.

24.0 MEDIATION

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

25.0 NON-WAIVER OF DEFAULT

25.1 The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Agreement unless expressly granted that specific authority by Commissioner Court.

25.2 All rights of Sentinel and County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Sentinel or County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

26.0 CERTIFICATION OF ELIGIBILITY

26.1 Concessionaire certifies that at the time of submission of its offer, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that it has not been placed on this list between the time that its offer was submitted and the time of execution of this Agreement. If Concessionaire is placed on the list during the term of this Agreement, Concessionaire shall notify Sentinel. False certification or failure to notify may result in terminating this Agreement for default.

27.0 INSURANCE AND LIABILITY

27.1 During the period of this Agreement, Concessionaire shall maintain, at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Concessionaire shall:

- (i) Name Sentinel and County as additional insureds, as its interests may appear.

- (ii) Provide Sentinel a waiver of subrogation.
- (iii) Provide Sentinel with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide Sentinel a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance.
- (v) The certificate of insurance should reflect coverage according to the requirements set out in Attachment G, Contractor and Vendor Minimum Insurance Requirements.

CONCESSIONAIRE:

By: _____

Date: _____

SENTINEL LAVACA MANAGEMENT CORP., ON BEHALF OF TRAVIS COUNTY

By: _____

Date: _____

ATTACHMENT A
LICENSED SPACE FOR CAFETERIA SERVICES

(See Attached)

Attachment A

Sentinel Real Estate
Corporation

700 Lavaca St., Suite 900
Austin, TX 78701
Telephone: 512-708-0700
Fax: 512-708-0712

700 Lavaca Cafeteria Information

Location: Lower Level of the 315,000 SF office building located at 700 Lavaca St. on the block bordered by Lavaca and Guadalupe Streets and 7th and 8th Streets in downtown Austin.

Owner: 700 Lavaca office building and garage was purchased by Travis County in June 2010 as the site of its general government departments. The Travis County Commissioners and Commissioners Court will be relocating to 700 Lavaca in August 2012.

Occupancy: In August 2012, there will be approximately 600 private and County office tenants at 700 Lavaca, with additional County offices relocating in 2012 and 2013. Weekly Commissioners Court public meetings each Tuesday will bring additional people to the building.

Hours of Operation: The cafeteria would serve breakfast and lunch, Monday through Friday.

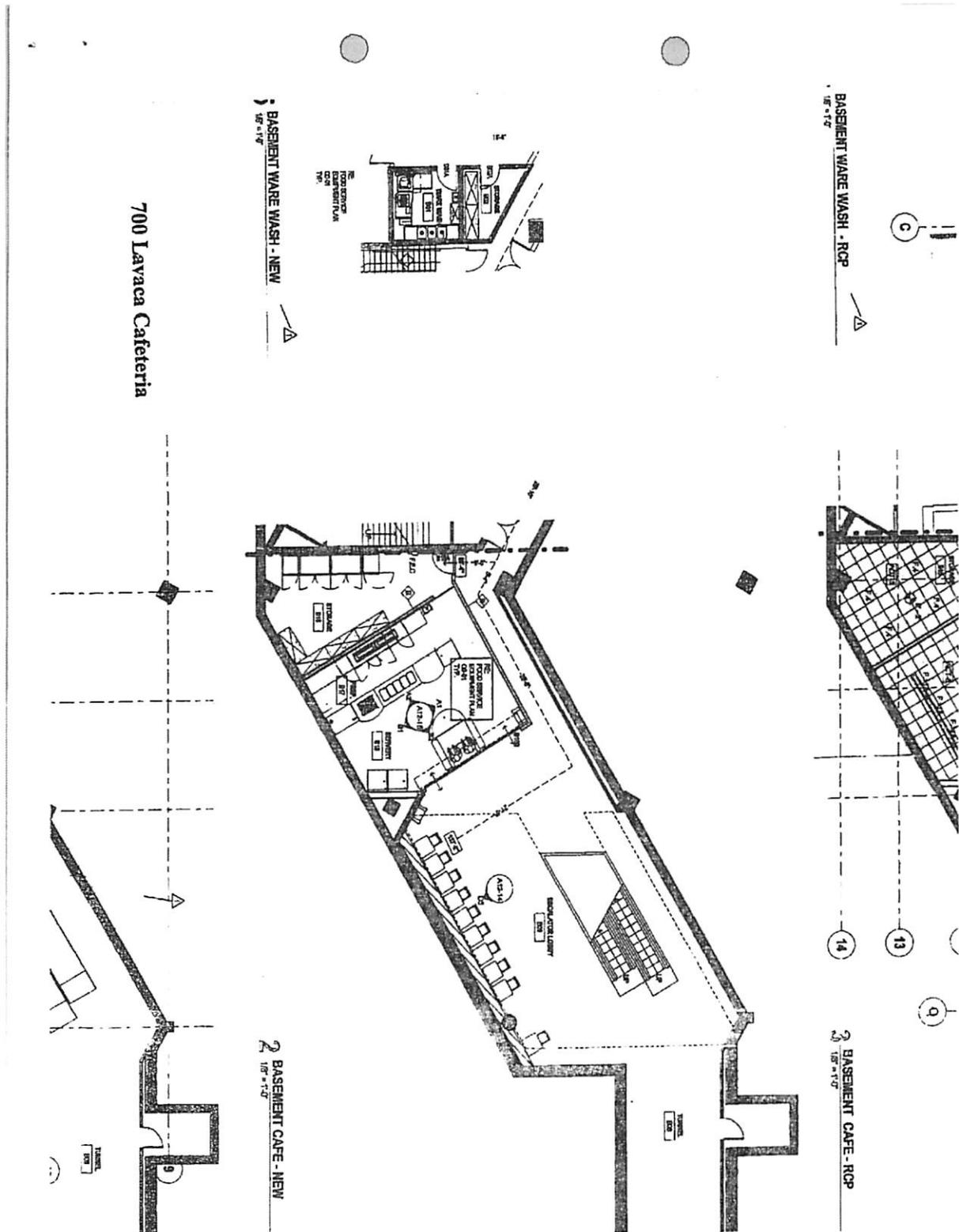
Other Food Service: Murphy's Deli operates a deli on the first floor with hours from 7:30 AM to 3:00 PM, Monday through Friday.

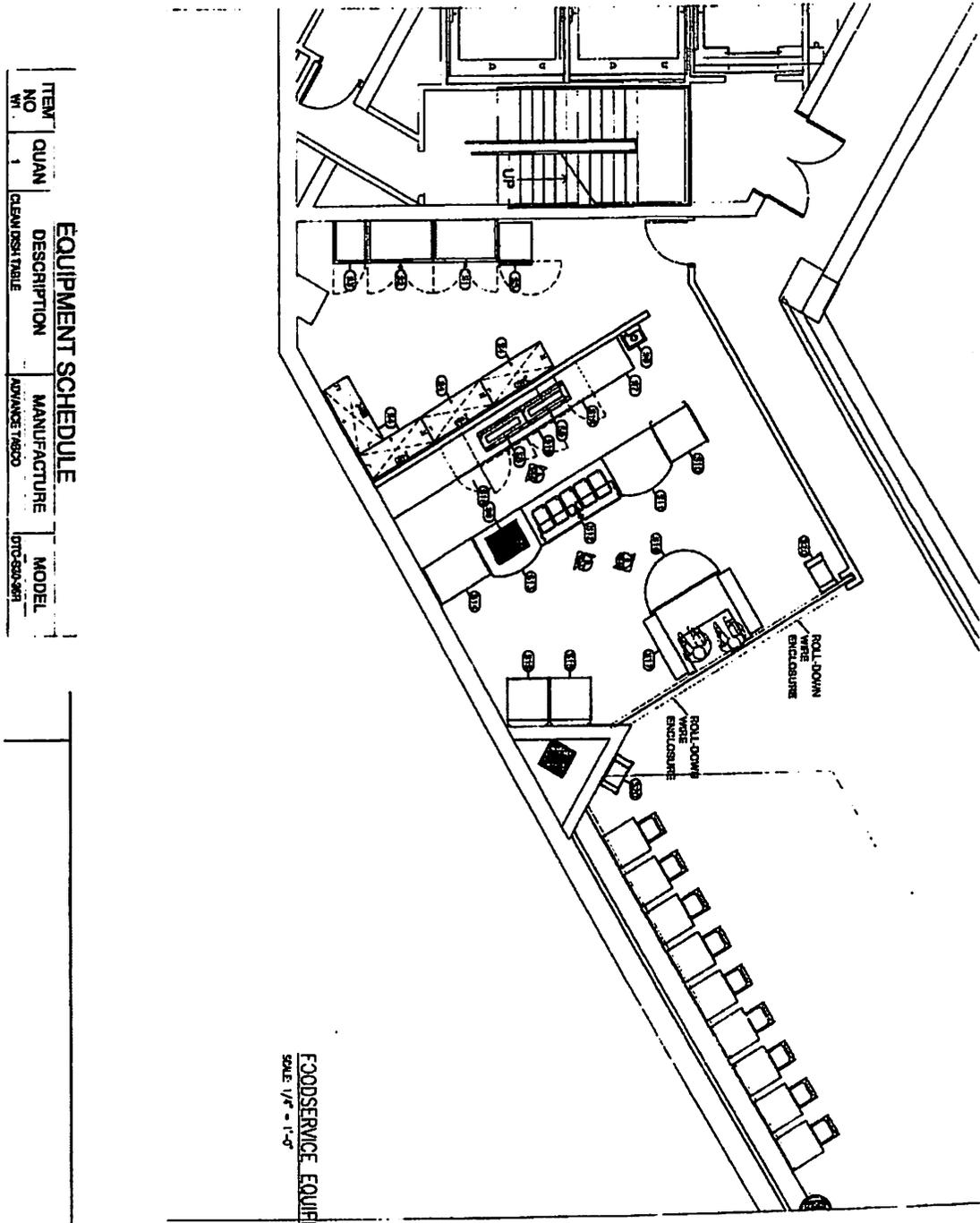
Food Service Equipment: Travis County is constructing the cafeteria space and providing the equipment per attached plans and equipment schedule. There is no cooking equipment. Food will need to be transported to the cafeteria from a licensed and inspected facility or prepared on-site. The wash area is located down the corridor by the loading dock.

Vendor Agreement: The cafeteria will be operated under a vendor agreement with Sentinel Lavaca Management Corp. as Managing Agent for Travis County based on a percentage of sales.

Management Contact:

Doris Zagst
Property Manager
(512) 708-0700 ext. 3
Email: srec700@sbcglobal.net





ATTACHMENT B

CAFETERIA SERVICES

Cafeteria Services shall consist of the production of certain food and drink items, as further specified in this Agreement by way of example, offsite of the Premises; the delivery of said food and drink items to the Premises; the sale of said food and drink items on the Premises; and the management of the cafeteria line and surrounding area comprising the Premises, as set forth in this Agreement.

ATTACHMENT C

Equipment to be Provided by Concessionaire

KITCHEN EQUIPMENT & APPLIANCES

1. 2 Microwave Ovens
2. 1 Fountain Drink Dispenser
3. 1 Coffee Maker
4. 2 Tea urn dispensers

IT EQUIPMENT

1. 2 SIVA POS Cash Registers
2. 2 Cash Drawers
3. 2 Receipt Printers
4. 1 SIVA Server
5. 1 Report Printer
6. 1 Router
7. 1 Switch
8. 2 Cash Drop Boxes

CHEMICAL SUPPLIES

1. 4 Hand Sanitizer Dispensers
2. 1 Hand Soap Dispensers
3. 1 (#137) Multi Purpose Surface Cleaner dispenser
4. 1 (#146) Quat Sanitizer dispenser
5. 1 Solid Power Dish Detergent dispenser (Dish Machine)
6. 1 Rinse Dry Dispenser (Dish Machine)

ATTACHMENT D

ITEMS AND PRICES

*Pricing information is included only as an example and is as of the Effective Date only.
Breakfast Menu

**#1 Scrambled Eggs, Sausage Pattie or Bacon, Biscuit And Hash brown w/
coffee \$ 4.99**

**#2 Scrambled Eggs and Sausage or Bacon
w / Coffee \$3.99**

#3 Sausage Biscuit, Coffee and Hash brown \$2.99

#4 Sausage Biscuit, and Coffee \$2.39

COFFEE 12 OZ CUPS \$1.49

COFFEE 20 OZ CUP \$1.89

FRUITJUICE \$1.89

Lunch Menu

Lunch Combo (Entrée 2 Sides and Bread) \$5.99

***Denotes \$1.00 Additional Charge**

Single Sides \$1.99

Tossed Salad \$1.99

Premium Chef Salad \$ 5.99 (Turkey, Ham, Or Grilled Chicken)

Seafood

Luby's Fried Fish
Baked White Fish
Baked Almondine
*Pan Grilled Fillet
*Blackened Tilapia

Meat Entrees

Bacon & Cheese Steak
Angus chopped Steak
Chicken Fried Steak
Spaghetti
Liver & Onions
Cheese Enchiladas
Chopped Steaks
BBQ Beef Brisket
*Baked Ham
*Carved Roast Beef
 ***Additional \$1.00 Charge**

Hot and Fresh Sides

Fresh Broccoli
Peas and Carrots
Buttered Corn
Macaroni & Cheese
Pinto Beans
Black Eye Peas
Lima Beans
Great Northern Beans
Fresh Garlic Green Beans
Candid Yams
Italian Cut Green Beans
Roasted Mixed Vegetables
Baked New Potatoes
Rosemary New Potatoes
Cornbread Dressing
Broccoli Casserole
Green Bean Casserole
Seasoned Spinach

Poultry

Luby's Baked Chicken
Grilled Chicken Breast
Roasted Chicken 1/2
Grilled Chicken Breast
Roasted Lemon Garlic Chicken
Luby's Turkey Meatloaf
Blackened Chicken Breast
Teriyaki Chicken
Green Chile Chicken Stew
King Ranch Chicken
* Carved Roasted Turkey Breast
 ***Additional \$1.00 Charge**

Salads

Tossed Combination Salad
Carrot Salad
Spinach Salad
Fresh fruit Salad
Mixed Melon
Fresh Pineapple
Pickled Beets And Onions

Homemade Desserts \$1.99

Apple Pie
Cherry Pie
Pecan Pie
Carrot Cake
Classic Cheesecake
Chocolate Cake
Buttermilk Chess Pie
Yellow Cake w/icing

Drink Menu

Sweet And Un-Sweet Tea 20 oz \$1.89

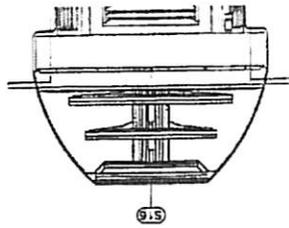
Soft Drinks 20oz \$1.89

Coke
Diet Coke
Sprite
Root Beer
Fruit Punch
Dr. Pepper
Lemonade

Bottled Water **\$1.49** **Fruit Juice \$1.89**

ATTACHMENT E
EQUIPMENT SUPPLIED BY COUNTY

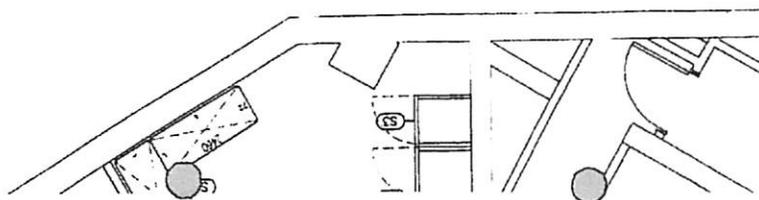
The following equipment will be provided by the County for use in the cafeteria:



ITEM	NO	QUAN	DESCRIPTION	MANUFACTURE	MODEL
W1	1	1	CLEAN DISH TABLE	ADVANCE TABCO	DTC-S30-36R
W2	1	1	DISH MACHINE	HOBART	AM15V-2
W3	1	1	SOLED DISH TABLE	ADVANCE TABCO	DTS-S30-48L
W4	1	1	SPRAY RINSE	T & S	B-0133-B
W5	1	1	DISPOSER	SALVADOR	200-SA-ARS8LD
W6	1	1	THREE COMPARTMENT SINK	ADVANCE TABCO	94-3-54-24RL
W7	1	1	CHEMICAL SHELF	AMCO	
W8	1	1	HAND SINK	ADVANCE TABCO	7-PS-80
W9	LOT	1	STORAGE SHELVING	AMCO	
S1	1	1	HOT FOOD CABINET	DELFIELD	SAH2-S
S2	1	1	REFRIGERATOR	DELFIELD	SAR2-S
S3	1	1	STORAGE FREEZER	DELFIELD	SAP1-S
S4	LOT	1	STORAGE SHELVING	AMCO	
S5	1	1	HOT FOOD CABINET, PORTABLE	CRES-COR	H-187-UA-12D
S6	1	1	HAND SINK	ADVANCE TABCO	7-PS-80
S7	1	1	BACK COUNTER	CUSTOM FABRICATED	
S8	2	2	RETHERMALIZER	HATCO	TFWM-3939
S9	1	1	ROLL-A-GRILL	APW	HR-45
S10	1	1	DISPLAY REFRIGERATOR	STRUCTURAL CONCEPTS	CO3660R
S11	1	1	SERVING COUNTER	DELFIELD	DCBU-46R
S12	1	1	HOT FOOD COUNTER	DELFIELD	DC-H5
S13	1	1	SERVING COUNTER	DELFIELD	DCBU-48R
S14	1	1	DISPLAY REFRIGERATOR	STRUCTURAL CONCEPTS	HMB04
S15	2	2	GRAB-N-BO CABINETS	STRUCTURAL CONCEPTS	CO3660R
S16	1	1	FEATURED COLD DISPLAY	STRUCTURAL CONCEPTS	FSE65R
S17	1	1	CASHER COUNTER	CUSTOM FABRICATED	
S18	2	2	PORTABLE FOOD WARMERS	ALTO SHAM	1000-S
S19	1	1	UNDERCOUNTER REFRIGERATOR	DELFIELD	18691BUCM
S20	2	2	TRAY DISPENSERS	DELFIELD	T1418

EQUIPMENT SCHEDULE

Attachment B



ATTACHMENT F

REVENUE SCHEDULE

Updated 10-26-2012 @ 4:00 p.m.

ITEM

NO. DESCRIPTION

PERCENTAGE

1. CAFETERIA CONCESSION
2. Concessionaire agrees to pay the minimum sum of \$1,500.00 for each month payable on the 1st of each month.
3. Concessionaire proposes to supplement the list of equipment to be furnished by the County. Furnished equipment described by the Concessionaire is on the attachments included herein or additional pages may be necessary.
4. Plans of the Cafeteria area are available for review in the office of Travis County Department of Facilities Management, 1010 Lavaca, Suite 400, Austin, Texas 78701.

278352-1

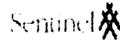
Attachment G

Contractor and Vendor Minimum Insurance Requirements

Attachment G

Sentinel Real Estate
Corporation

700 Lavaca Street
Suite 900
Austin, TX 78701
Telephone: 512-708-0700
Fax: 512-708-0712



**700 LAVACA
Austin, TX 78701**

**VENDOR CONTRACT GUIDELINES
CONTRACTOR AND VENDOR MINIMUM INSURANCE REQUIREMENTS**

The insurance required for all contractors and vendors shall be written with not less than the limits listed below or as required by law, whichever is greater. Any changes from these requirements must be approved in writing.

1. **Workers Compensation** Statutory limits
2. **Employers Liability** \$500,000 each accident
 \$500,000 disease – policy limit
 \$500,000 disease – each employee
3. **Commercial General Liability**

 Insuring against Bodily Injury,
 Property Damage, Personal
 Injury, and Advertising Injury \$1,000,000 each occurrence
 \$2,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

Any general aggregate shall apply on a "per project" basis for contractors. Coverage is to be provided on an "occurrence" rather than a "claims made" basis.

4. **Business Auto Liability** \$1,000,000 each accident
 Coverage shall apply to "any auto."

NOTE:

Travis County and Sentinel Lavaca Management Corp. must both be listed as the certificate holder and additional insured.

*Sentinel Real Estate Corporation
700 Lavaca St. Suite 900
Austin, TX 78701
Telephone: (512) 708-0700
Fax: (512) 708-0712*



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 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 Bee Cave, City of West Lake Hills and Bastrop County.

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 Bee Cave, City of West Lake Hills and Bastrop County. 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 Bee Cave, City of West Lake Hills and Bastrop County.

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

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 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 Bee Cave (formally the Village of Bee Cave), a Municipal Corporation political subdivision of the State of Texas ("City").

Recitals

On April 29, 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 BEE CAVE

By: _____
Samuel T. Biscoe
County Judge

By: 
Caroline Murphy
Mayor

Date: _____

Date: 10-9-12

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 West Lake Hills, a Municipal Corporation political subdivision of the State of Texas ("City").

Recitals

On March, 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 WEST LAKE HILLS

By: _____
Samuel T. Biscoe
County Judge

By: 

Dave Claunch
Mayor

Date: _____

Date: 10-16-12

Mutual Agreement to Terminate 1992 Mutual Aid Agreement

This Mutual Agreement is made by the following parties:

Travis County, a political subdivision of Texas and

Bastrop County, a political subdivision of Texas.

Recitals

On March, 1992, Travis County and Bastrop County 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.

Travis County and Bastrop County 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

Travis County and Bastrop County agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds under that Agreement.

Travis County and Bastrop County agree that the Agreement is terminated effective October 1, 2012.

Travis County and Bastrop County 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

BASTROP COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

By: Jim Wither
Jim Wither
County Judge

Date: _____

Date: _____

Item 14



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: David Walch 46663; Marvin Brice, CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001168, Texas Association of Community Action Agencies, Inc., Hudson Sausage Company and Caritas of Austin, for the Hunters for the Hungry Program.

- **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.

Each year, Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands. Orion Research and Management Services will provide management of the deer populations. In cooperation with this agreement, Hudson's Sausage Company will process the deer to be provided for the Hunters for the Hungry program.

Through this memorandum, Texas Association of Community Action Agencies, Inc., Caritas of Austin, and Hudson's Sausage Company collaborate to feed low income children, families, individuals, and senior citizens in local communities. Travis County will pay \$8,000, or \$40 per animal, for processing of meat by Hudson's Sausage Company

- **Contract Expenditures:** Within the last 12 months \$6,650.00 has been spent against this contract/requirement.
- **Contract-Related Information:**

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

Award Amount: \$8,000.00
Contract Type: Professional Services Agreement
Contract Period: October 1, 2012 – May 1, 2012

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Parks Fund 0001 Funds/Cost Center

1490220001 GL Account No. 511900 -- \$4,400.00

BCCP Fund 0115 Funds/Cost Center

1490120115 GL Account No. 511900 -- \$3,600.00

Comments: Funds Reservation: 300000386 -- \$8,000.00

**MEMORANDUM OF AGREEMENT
BETWEEN**

TRAVIS COUNTY

AND

TEXAS ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC.

AND

HUDSON SAUSAGE COMPANY

AND

CARITAS OF AUSTIN

RELATING TO

**PARTICIPATION IN THE
HUNTERS FOR THE HUNGRY PROGRAM
2012-2013 SEASON**

RECEIVED
TRAVIS COUNTY
SEP 31 PM 15:50

Purpose

This Memorandum of Agreement (hereinafter referred to as "Agreement") exists to document the process whereby deer will be harvested from Travis County-owned or Travis County-managed lands for the purpose of herd and land management, and to set forth the respective rights and responsibilities of the parties hereto. The parties to this Agreement are: Travis County, the Texas Association of Community Action Agencies, Inc. (hereinafter referred to as "TACAA"), Hudson Sausage Company, and Caritas of Austin. The harvested deer will be prepared and processed either by Hudson Sausage Company, a meat processor participating in Hunters for the Hungry, a program administered by TACAA, or by another participating meat processor designated by TACAA (hereinafter referred to as "Alternate Meat Processor"). The donated venison will be used by Caritas of Austin for the purpose of feeding low income children, families, individuals, and senior citizens in local communities.

Travis County Agrees to:

1. Obtain the appropriate type of hunting permit from the Texas Parks and Wildlife Department for staff run harvests, which at the time of execution of this Agreement is known as an "Antlerless Deer and Spike-Buck Control Permit".
2. Verify that the contracted harvester, Orion Research and Management Services, has obtained the appropriate "Scientific Collection Permit" from the Texas Parks and Wildlife Department.
3. Harvest up to 200 deer from Travis County-owned or Travis County-managed lands during the 2012-2013 hunting season.
4. Field dress each deer after each hunt, including but not limited to the removal of feces and/or intestinal material.

5. Abide by the federal Bill Emerson Good Samaritan Food Act, 42 U.S.C.S. § 1791 (hereinafter referred to as "Emerson Food Act") and the Texas Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.001 et seq. (hereinafter referred to as "Texas Donor Act"), by not donating any deer deemed unfit for human consumption.
6. Maintain field dressed carcasses in cold storage until delivery to Hudson Sausage Company and/or Alternate Meat Processor.
7. Provide regular transportation of the harvested deer to Hudson Sausage Company and/or Alternate Meat Processor in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson Sausage Company or Alternate Meat Processor. No harvested deer will be delivered to Hudson Sausage Company on any of the following dates: any Sunday, Monday or Tuesday; October 31 through November 6, 2012; November 22, 2012 (Thanksgiving Day) through December 1, 2012; and December 23, 2012 through January 5, 2013.
8. Notify Hudson Sausage Company and/or Alternate Meat Processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
9. Provide a "Deer Tag" that shall accompany each harvested deer to assist Travis County in ensuring that all processed venison resulting from this program is delivered to Caritas of Austin.
10. Provide funding for deer meat processing in the amount of \$40.00 per deer, to TACAA, within thirty (30) days of receipt of a correct invoice completed as acceptable to Travis County.
11. Provide a maximum of \$8,000.00 for this program in the 2012-2013 hunting season.

TACAA Agrees to:

1. Maintain regular contact with all parties involved, including Travis County, Hudson Sausage Company, Alternate Meat Processor, and Caritas of Austin.
2. Abide by the Emerson Food Act and the Texas Donor Act.
3. Obtain donation receipts and deer tags from Hudson Sausage Company and/or Alternate Meat Processor, maintain contact with Caritas of Austin to verify the placement of venison donations, and keep Hudson Sausage Company and/or Alternate Meat Processor informed of the amount of funding available for venison donations from Travis County.
4. Send invoices, and copies of donation receipts for verification, to Travis County for payment. In order to be considered acceptable by Travis County, an invoice must include: (1) the name, address, telephone number of TACAA and similar information in the event payment is to be made to a different address, (2) the name of this Agreement, (3) the amounts specified in each invoice received for the month from Hudson Sausage Company and any Alternate Meat Processor, (4) the dates venison donations were accepted by Caritas of Austin, (5) the poundage of venison accepted and distributed by Caritas of Austin, and (6) any additional payment information which may be called for by this Agreement.

5. Promptly reimburse Hudson Sausage Company and/or Alternate Meat Processor after receiving payment from Travis County. TACAA is not required to provide reimbursements any more frequently than monthly.
6. Contact Caritas of Austin regularly to verify pick-up of donations.
7. Designate at least one Alternate Meat Processor, as defined above, in the event of withdrawal of Hudson Sausage Company from the project, and use best efforts to ensure that any such Alternate Meat Processor performs all obligations set forth in the section entitled "Hudson Sausage Company/Alternate Meat Processor Agree to" and in the section entitled "The Parties Mutually Agree".
8. Provide Travis County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the Travis County Auditor before any funds are payable.

Hudson Sausage Company/Alternate Meat Processor Agree to:

1. Process into ground meat up to 200 deer from Travis County-owned and Travis County-managed lands during the 2012-2013 hunting season.
2. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
3. Maintain processed meat in cold storage and contact Caritas of Austin to pick up the processed meat when ready, or upon a mutually agreed schedule between Hudson Sausage Company and Caritas of Austin.
4. Ensure all Travis County "Deer Tags" remain with each processed deer until such time as it is picked up by Caritas of Austin. Collect the Travis County "Deer Tags" for each processed deer and provide these to TACAA.
5. Notify TACAA in advance of any processing schedule changes or abnormally high-volume pick-ups.
6. Provide meat processing services for the charge of \$40.00 per deer.
7. Provide TACAA with invoices and copies of donation receipts to be processed for payment on a monthly basis.

Caritas of Austin Agrees to:

1. Pick up processed deer meat in refrigerated trucks from Hudson Sausage Company and/or Alternate Meat Processor.
2. Verify by signature the Travis County "Deer Tags" for each processed deer upon pickup.
3. Abide by the Emerson Food Act and the Texas Donor Act by not donating any venison deemed unfit for human consumption.
4. Use the venison to feed low income children, families, individuals, and senior citizens in local communities.

5. Communicate with TACAA to verify the poundage of venison accepted and distributed.
6. Maintain records of donation dates, amount of poundage donated, and name of the person who received the donation on behalf of Caritas of Austin.

The Parties Mutually Agree:

1. To work together to publicize the results of this effort after its completion. This includes preparation of a report documenting how much meat was donated and the number of recipients potentially served.
2. That this Agreement may be terminated at any time by mutual written consent of all parties.
3. That this Agreement may be terminated by a single party by providing the other parties thirty days' written notice.
4. That Travis County and its duly authorized representatives shall have access to any and all books, documents, papers, and records that are directly pertinent to the Services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
5. That, in the event of termination of this Agreement, Travis County will pay for all meat processing costs incurred for this project until the actual termination date, provided that the overall amount requested by TACAA does not exceed \$8,000.00.
6. That this Agreement is effective on the date the last authorizing signature is affixed and shall expire on May 1, 2013.
7. To the extent permitted by law, that all parties shall indemnify and hold harmless each of the other parties and its officials, agents, and employees from and against any and all claims, losses, damages, actions, suits, and liability of any kind, whether meritorious or not, including without limitation all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising in whole or in part from any negligent act or negligent omission of any party or any party's employees, agents, or representatives on account of, arising or resulting from, directly or indirectly, the performance of this Agreement.
8. Acknowledge that no officer, agent, representative, or employee of Travis County, other than the County Executive of the Transportation and Natural Resources Department, or his designee, to whom such authority has been expressly delegated, has any authority, either express or implied, to modify or amend the terms of this Agreement unless expressly granted that specific authority by the Commissioners Court of Travis County.
9. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless all Parties agree, in writing, to waive the confidentiality.

10. Notwithstanding anything to the contrary herein, the Parties agree that if any entity to which Travis County is obligated to make payment hereunder is delinquent in the payment of Travis County property taxes at the time such entity provides the services to be rendered under this Agreement, such entity hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

11. Delayed Payment to Party with Outstanding Debt.

11.1 In this section 11, "Debt" includes delinquent taxes, fines, fees owing to the State of Texas or the County, and indebtedness arising from written agreements with State of Texas or the County for which a notice with evidence has been filed with the Travis County Auditor or Travis County Treasurer.

11.2 Section 154.045 of the Texas Local Government Code authorizes the County not to draw a check on any County fund in favor of a party, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies the party in writing that the Debt is outstanding.

11.3 If the Travis County Treasurer's notice states that any amount owed by the County to a party may be applied to reduce the outstanding Debt, the County may apply any amount the County owes that party to the outstanding balance of the Debt.

12. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving all Parties thirty days' written notice that this Agreement is terminated due to the failure to fund it.

13. Any and all notices required under this Agreement shall be effective upon receipt and shall be in writing and personally delivered or in lieu of such personal service deposited in the U.S. Mail, to the following addresses:

(a) County: Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

with copies to: Steven M. Manilla, P.E.
County Executive
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

Cyd V. Grimes, C.P.M. CPPO
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

(b) TACAA: Stella Rodriguez
Executive Director
Texas Association of Community Action Agencies, Inc.
2512 I.H. 35 South, Ste. 100
Austin, Texas 78704-5772

(c) Hudson Sausage Company:

Barrett Klein, Owner
Hudson Sausage Company
1800 S. Congress
Austin, Texas 78704

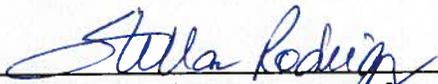
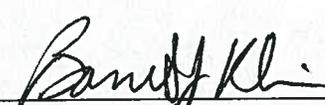
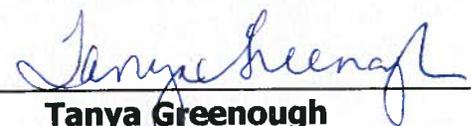
(d) Caritas of Austin:

Tanya Greenough
Program Manager, Food Services
Caritas of Austin
P.O. Box 1947
Austin, Texas 78767-1947

The Parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this Section.

14. Each party's obligations shall be performed exclusively in Travis County, Texas, and venue for any action arising hereunder shall lie exclusively in Travis County, Texas.
15. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

[Signatures on following page]

<hr/> Samuel T. Biscoe Travis County Judge	<hr/> Date
<hr/>  <hr/> Stella Rodriguez, Executive Director Texas Association of Community Action Agencies, Inc.	<hr/> 9-18-2012 <hr/> Date
<hr/>  <hr/> Barrett Klein, Owner Hudson Sausage Company	<hr/> 9/19/12 <hr/> Date
<hr/>  <hr/> Tanya Greenough Program Manager, Food Services Caritas of Austin	<hr/> 9/21/12 <hr/> Date

Manilla David

TRANSPORTATION AND NATURAL RESOURCES

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



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

October 8, 2012

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2012 OCT -8 PM 4:22

TO: Cyd Grimes, Purchasing Agent

FROM: Steven M. Manilla, County Executive – TNR/FMD

RE: *Manilla*
Purchasing Request Memo for MOA for the Hunters for the Hungry Program

Each year Travis County enters into a Memorandum of Agreement outlining roles and responsibilities regarding the processing and distribution of venison generated as a result of wildlife management activities on Travis County owned and managed lands.

Rose Farmer, Natural Resources Program Manager (854-7214) is the NREQ point of contact for details regarding the oversight of this program.

Funding for this effort has been secured under Funds Reservation No. 300000386. This funding totals \$8,000.00 (\$3,600.00 for NREQ and \$4,400.00 for Parks). Please contact Isabelle Lopez (854-7675) if there are any questions regarding the financial arrangements.

Please proceed to secure the needed signatures on the MOA developed by the County Attorney's office in conjunction with our Partners in this matter so that NREQ and Parks may begin utilizing these services in a timely fashion.

Please let us know if there are any questions and thank you for your help.

CC: Roger Armistead, TNR Parks
Charles Bergh, TNR Parks
David Walch, Purchasing
Marvin Brice, Purchasing
Isabelle Lopez, TNR
Donna William-Jones, TNR
Rose Farmer, TNR NREQ
Linda Laack, TNR NREQ



ITEM 15 Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, October 30, 2012

Prepared By/Phone Number: C.W. Bruner, 854-9760

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Approve Modification No. 4 to Contract No. 440000027 (HTE Contract No. 08T00263OJ), Frost Insurance Agency, for excess workers compensation insurance.

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

This contract provides Excess Workers Compensation Insurance coverage for Travis County.

Pursuant to the Request for Proposals Number P120213-CW, this Modification No. 4 is issued as a novation of the contract resulting in the extension and expansion of that Agreement which amends Policy Number EWC007085 issued to Travis County by Midwest Employers Casualty Company through its agent Frost Insurance Company to be effective November 1, 2012. The novation amends the contract to provide a new one-year term, through October 31, 2013, and the option to extend the contract for three (3) additional one (1) year periods.

The recommendation is based on policy terms option # 0171078 due to statutory limits and the catastrophic occurrence protection.

The premium rate offered by Midwest Employers Casualty Company underwriters is \$0.0733 per \$100 of actual payroll based on an annual audit. The deposit premium will be \$179,269.00 with an additional flat charge of \$24,758 per helicopter due with the deposit premium and the minimum premium for a one year policy will be \$161,342.00. The final premium will be based on the actual payroll developed over the period and determined by audit.

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

Modification No. 3 was previously issued to extend the contract period for an additional two (2) year term, from November 1, 2010 through October 31, 2012. It was approved by the Commissioners Court on September 28, 2010.

Modification No. 2 was previously issued to adjust the premium due for the initial contract term period based on the results of an audit of the number of employees covered and their respective occupational categories. The results of the audit for the year ending October 31, 2009 indicated that an increase of \$810.00 was payable for the first policy year. The purpose of Modification No. 2 was to correct the premium due to the Contractor, for the period ending October 31, 2009, for this contract (First Year). It was approved by the Purchasing Agent on January 26, 2010.

Modification No. 1 was previously issued to amend the wording of Paragraph 5, "Payments" clause, sub-paragraph 5.2, in the contract. It was approved by the Purchasing Agent on December 18, 2008.

- **Contract Expenditures:** Within the last twenty-four (24) months \$206,349.00 has been spent against this contract/requirement.

- **Contract Modification Information:**
 - Modification Amount: \$161,342.00 (Estimated amount)
 - Modification Type: Requirements
 - Modification Period: November 1, 2012 to October 31, 2013

- **Solicitation-Related Information:**

Solicitations Sent: 26	Responses Received: 1
HUB Information: N/A	% HUB Subcontractor: N/a

- **Funding Information:**
 - SAP Shopping Cart # / Funds Reservation #: 300000393
 - Funding Account(s):
 - Comments:



Updated 10-26-2012 @ 4:00 p.m.

Human Resources Management Department

700 Lavaca St. 4th Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

Memorandum

October 16, 2012

To: Cyd Grimes, County Purchasing Agent

From: William Paterson, Risk Manager, HRMD

Re: Excess Workers Compensation RFP Proposal Review

After reviewing the options from Frost Insurance Agency, Inc., the only respondent:

It is the recommendation of Risk Management that the contract be awarded to Frost Insurance Agency, Inc. with Midwest Employers Casualty Company as the carrier. The recommendation is based on option # 0171078 due to statutory limits and the catastrophic occurrence protection. The line item from which the premium will be paid from is GL 515310 and cost center # 1110048955. If you have any questions please call me at 854-9650. Thank you.

CC: Leslie Browder, County Executive Planning and Budget
Diane Poirot, Director, HRMD
C.W Bruner/Purchasing



**Excess Workers Compensation
Quotation Sheet**

Insured: Travis County
Policy #: EWC007085

Policy Effective Date: 11/01/2012
Quote Date: 10/03/2012
Quote Expiration Date: 60 Days

QUOTE OPTIONS

POLICY TERMS	0171078					
State(s)	TX					
SPECIFIC:						
Specific Limit	STATUTORY					
Specific Retention	\$600,000					
EMPLOYERS LIABILITY:						
Employers Liability Limit	\$1,000,000					
Employers Liability Retention	\$600,000					
AGGREGATE:						
Aggregate Limit	NA					
Aggregate Retention	NA					
Estimated Aggregate Retention	NA					
Minimum Aggregate Retention	NA					
RATING BASE:						
Est. Annual Payroll	\$244,568,544					
Est. Annual Manual Premium	\$4,853,166					
Length of Policy Period (Years)	1.000000					
Est. Policy Prd Normal Premium	\$4,853,166					
Rate per \$100 of Payroll	.0733					
PREMIUM:						
Total Est Policy Prd Premium (including Flat Charges)	\$253,543					
Policy Prd Minimum Premium	\$161,342					
Deposit Premium	\$179,269					
Deposit Flat Charge(s)	\$74,274					
Total Deposit Due	\$253,543					
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$7,606					

CONDITIONS / COMMENTS:

- * MECC must be notified of any aircraft changes occurring during the policy period.
- * A signed application must be received prior to policy issuance.



**Endorsement Schedule
Quotation**

Insured: Travis County
Policy #: EWC007085

Policy Effective Date: 11/01/2012
Quote Date: 10/03/2012
Quote Expiration Date: 60 Days

Quote Option(s) 171078 Include(s) the following Endorsements:

SO-6 (3)	Amending Item 6 - Specific Retention (SIR) (3)
SO-10	Amending Item 10 - Classification of Operations
IO-31	Voluntary Compensation
IO-32	Longshoremen and Harbor Workers' Coverage - Limited to State Act
SO-46	Specific Excess Annual Retention - 45% 30% 25%
IO-74A	Aircraft Coverage - Policy Limit \$5,000,000; MAOL \$1,000,000
IO-85	Notice of Terrorism Insurance Coverage
IO-86	Claims Information
IO-TX	Texas
IO-TXA	Texas - Important Notice
IO-TXB	Texas - Additional Insured



**Policyholder Disclosure
Notice of Terrorism
Insurance Coverage**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your renewal policy.

You are hereby notified that under the Act the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in concurrence with the Secretary of State, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is 3%, and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company
Name of Insured: Travis County
Policy Number: EWC007085

**MODIFICATION OF CONTRACT NUMBER: 08T00263OJ, Excess Workers Compensation PAGE 1 OF 2 PAGE
(SAP # 4400000027)**

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: October 22, 2012
ISSUED TO: 1000004612 Frost Insurance Agency Attn: Cyndi White 3611 Paesanos Parkway, Suite 100 San Antonio, TX 78231	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: October 28, 2008
ORIGINAL CONTRACT TERM DATES: <u>November 1, 2008 – October 31, 2010</u> CURRENT CONTRACT TERM DATES: <u>November 1, 2012 – October 31, 2013</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$97,899.00 Current Modified Amount \$253,543.00

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

This modification number four to Policy Number EWC007085 Issued to Travis County, Texas by Midwest Employers Casualty is made by the following parties: Frost Insurance Agency (“Contractor”) and Travis County, Texas (“County”).

RECITALS:

In 2008, County and Contractor entered into a contract for Excess Workers Compensation Insurance Coverage to be provided by Midwest Employers Casualty that began November 1, 2008 and ended October 31, 2010. Paragraph 7.0 of the Contract authorized County to extend the Contract for one additional two year period. County exercised its option for the period from November 1, 2010 to October 31, 2012.

In 2012, County issued RFP P120213-CW. Contractor submitted the best negotiated response. This modification 4 creates the first novation this contract and the extension of Policy Number EWC007085 by Midwest Employers Casualty. It amends the contract as stated in this modification 4. During this additional term and the options all other terms and conditions remain unchanged.

AGREEMENT

1. The contract is amended adding the following section after section 3.0 Details of Workers Compensation Coverage:
 - 3.1 Details of Workers Compensation Coverage Commencing November 1, 2012: The coverage covers the Workers’ compensation law of Texas. The specific workers compensation limit is the statutory requirement. Commencing November 1, 2012, the workers’ compensation retention is \$600,000 per occurrence for all classification codes. The Business Operations of County include all its governmental functions, including the operation of a rescue program.

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

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

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

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

2. The contract is amended adding the following section after section 4. Details of Employers Liability Coverage:

4.1 Details of Employers Liability Coverage: The employers liability limit is \$1 million each accident or each employee for disease. Under the employers' liability coverage, commencing November 1, 2012, the \$600,000 Self Insured Retention for each accident or each employee for disease applies to all classification codes.

3. The contract is amended adding the following section after section 7. Option To Extend:

7.1 Term of Novation and Option To Extend Novation: The term of the Novation coverage is from 12:01 a.m., November 1, 2012 through 12:01 a.m., October 31, 2013. County shall submit its projected annual payrolls to Contractor at least 120 days before expiration of the current term of the contract. Contractor shall notify County of the premium rate applicable to the next option year at least 90 days before the expiration of the current term of the contract. If the premium rate for the next option term is within ten percent (10%) of the expiring rate stated in this contract, County may unilaterally extend this Contract for three (3) additional one (1) year terms and three (3) additional one (1) month periods ("Option to Extend Novation"), and all provisions of this Contract, except for term and rates determined in compliance with this section, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no later than thirty (30) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed fifty-one (51) months.

4. The contract is amended adding the following section after section 8. Premium:

8.1 Premium During Term of Novation: The annual premium shall be \$0.0733 per \$100 of actual payroll based on an annual audit. The minimum premium for the first one year term shall be \$161,342.00. The amount of the Deposit Premium is \$179,269.00 per one year term of the contract. An additional flat charge of \$24,758 per Aircraft is payable as part of the Deposit for each one year term of the contract.

Item 16



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4400001170, Texas Workforce Commission, for Information Release for Travis County Attorney's Office.

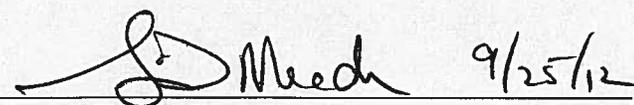
- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This Agreement will provide on-line access to wage record files and unemployment compensation claim benefit data through specified TWC Agency mainframe computer screens.

- **Contract Expenditures:** Within the last 12 months \$1,500 has been spent against this requirement.

- **Contract-Related Information:**
 - Award Amount: \$4,500 (\$1,500 per fiscal year)
 - Contract Type: Interlocal
 - Contract Period: October 1, 2012 through September 30, 2015

- **Funding Information:**
 - SAP Shopping Cart #:
 - Funding Reservation Document(s):
 - Comments:

TEXAS WORKFORCE COMMISSION

		TWC Contract Number	2913PEN021
TITLE	INFORMATION RELEASE CONTRACT		
Recipient			
Name	Travis County for and on behalf of the Travis County Attorney's Office		
Street Address	314 W. 11th Street, #300		
City/State/Zip	Austin, TX 78701		
Telephone Number	512-854-9566		
Contract Period			
Begin Date	October 1, 2012	End Date	September 30, 2015
Funding Information			
The total amount of this Contract will not exceed the sum of			\$4,500.00
Remarks			
This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.			
Summary			
Online access only			
Number of online users and rate: 1-10 for \$1,500/year			
Signature Authority			
Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:			
<ul style="list-style-type: none"> • Execute this Contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this Contract. 			
Agency Approval		Recipient Approval	
Agency: Texas Workforce Commission		Recipient: Travis County	
			
George D. Meador	Date	Samuel T. Biscoe	Date
Director of Information Technology		County Judge	

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

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General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
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Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachments E, F	<i>Intentionally omitted</i>
Attachment G	Protection of Confidentiality - 20 C.F.R. § 603.9
Attachment H	Quarterly Self-Assessment Report

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

**TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT
GENERAL TERMS AND CONDITIONS**

SECTION 1 – Purpose and Legal Authority

- 1.1 This Contract sets forth the obligations of the Texas Workforce Commission (“Agency”) and the Recipient identified on the cover page (each a “Party” and together “the Parties”) with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A**.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

- 2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

- 4.1 “TWC Information” means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

**TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT**

another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

- 6.1 If Recipient or any official, employee, or agent of Recipient including any employee of any Recipient department, division or agency fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- 6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- 6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- 6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

- 7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

- Information Act or any other law, regulation, or ordinance addressing public access to government records.
- 7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY OR RECIPIENT.**
- 7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 To the extent permitted by Texas law, Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.
- 7.6 To the extent permitted by Texas law, Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. To the extent permitted by Texas law, Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.
- 7.7 To the extent permitted by Texas law, Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.
- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.
- 7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

TWC CONTRACT NUMBER 2913PEN021

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION
AND
TRAVIS COUNTY**

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Travis County Attorney's Office, ("Department"), a department of Travis County, with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Department is authorized to use TWC Information solely for the following purpose: **to assist the Department in criminal investigations; in locating defendants, witnesses and victims for criminal cases; and to assist in criminal investigations for Protective Orders and DWI cases** (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

- 2.1 Online Access.
 - 2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:
 - BN75: wage records file and
 - CMES, CTCS, and BPCS: unemployment compensation claim benefit data.
 - 2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a **maximum of ten (10)** "Users," all of whom must be direct employees of the Department.
 - 2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

- 3.1 Online Access.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

- 3.1.1 Annual Fee and Payment. Recipient shall pay Agency a **one thousand five hundred dollar (\$1,500.00) annual subscription fee** for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
 - 3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").
 - 3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.
 - 3.1.4 User Document Renewal. **On November 1, 2012**, the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
 - 3.1.5 Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.
 - 3.1.6 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
 - 3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
 - 3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.
- 3.2 Additional Requirements.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

- 3.2.1 **Security Safeguards.** Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B, and in *Protection of Confidentiality - 20 C.F.R. § 603.9*, Attachment G. Failure to comply with any requirement of Attachment B or Attachment G is a breach of this Contract.
- 3.2.2 **Suspension.** Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.2.3 **Enduring Obligation.** Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.
- 3.2.4 **Audit.** Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.
- 3.2.5 **Inspections.** Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.2.6 **Self-Assessment Report.** Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.
- 3.2.7 **Identity Theft Protection.** In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.2.8 **Significant Change.** Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.2.9 **Computer Resources.** Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.2.10 **Data Source.** Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

TEXAS WORKFORCE COMMISSION
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SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Beth Wiggins
Office of General Counsel
Texas Workforce Commission
101 E. 15th St., Room 266
Austin, TX 78778-0001

Phone: 512-463-1607

Fax: 512-463-2990

Email: ORContracts.Management@twc.state.tx.us

Recipient Contact Person

Xavier Montalvo
Chief Investigator
Travis County
314 W. 11th Street, #300
Austin, TX 78701

Phone: 512-854-9566

Email: xavier.montalvo@co.travis.tx.us

Send invoices to:

Amanda Valdes
Legal Services Program Manager
Travis County
314 W. 11th Street, #300
Austin, TX 78701

Phone: 512-854-4154

Email: Amanda.valdes@co.travis.tx.us

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2910PER082.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. **Travis County** ("Recipient" in this Contract) shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

"TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. **Monitoring.** Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": **to assist the Department in criminal investigations; in locating defendants, witnesses and victims for criminal cases; and to assist in criminal investigations for Protective Orders and DWI cases.** Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
3. **Storage.** Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
4. **Protection.** Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
5. **Access.** Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. **Instruction.** Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
7. **Disposal.** Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.
8. **System.** Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
9. **No Disclosure or Release.** Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
10. **Unauthorized Disclosure.** It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 10.1 to any contract employee of Recipient or any individual not employed directly by Department;
 - 10.2 to another government entity, including a law enforcement entity;
 - 10.3 to Department employees who do not have a need to use TWC Information for the Limited Purpose.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

11. Authorized Disclosure. TWC Information may only be disclosed:
 - 11.1 to employees under the direct hiring-and-firing control of Department who have a need to use the TWC Information for the Limited Purpose; and
 - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
14. Access Limited. Recipient shall limit access to TWC Information to Department employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.
19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.
22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 128-bit encryption.
23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Attachment C
TWC Contract Number 2913PEN021

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____
 (User's Printed Name) (User's Social Security Number)

 (User's work phone number) (Print User's work street address)

 (Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following Limited Purpose only: **to assist in Travis County District Attorney Office criminal investigations; in locating defendants, witnesses and victims for criminal cases; and to assist in criminal investigations for Protective Orders and DWI cases.** I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose. I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code § 301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to \$4,000, or both.

I understand that under Texas Penal Code § 33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by 180 days in jail up to 99 years or life in prison, a fine of \$2,000-\$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

 Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

 Signature of Supervisor Printed Name Date signed

Approval of Contract Signatory or Contact Person named in Contract:

 Signature of Contract Signatory or Recipient Contact Person Printed Name Date signed

All fields on this agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of User Agreement to TWC RACF Administration as specified on the required Cover Sheet, Attachment D to this Contract.

COVER SHEET FOR TRANSMITTING USER AGREEMENT AND TRAINING CERTIFICATE

To: **RACF Administration**

___ via email to: **racf.administration@twc.state.tx.us**
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **RACF Administration**
Texas Workforce Commission
101 East 15th Street, Room 0330
Austin, TX 78778-0001

From: **Travis County (Recipient)**

_____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- **For questions regarding the User Agreement, please email racf.administration@twc.state.tx.us**

PROTECTION OF CONFIDENTIALITY - 20 C.F.R. § 603.9

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION (UC) PROGRAM; CONFIDENTIALITY AND
DISCLOSURE OF STATE UC INFORMATION
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

- (a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.
- (b) Safeguards to be required of recipients.
 - (1) The State or State UC agency must:
 - (i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;
 - (ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;
 - (iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;
 - (iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;
 - (v) Require each recipient agency or entity to:
 - (A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and
 - (B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.
 - (vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is

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served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –

- (i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;
- (ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

- (i) To the individual or employer who is the subject of the information;
- (ii) To an attorney or other duly authorized agent representing the individual or employer;
- (iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
- (iv) In response to a subpoena only as provided in § 603.7;
- (v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
- (vi) From one public official to another if the redisclosure is authorized by the State law;
- (vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or
- (viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACT

Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report when due may result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the following requirements of the Contract and of Protection of Confidentiality - 20 C.F.R. § 603.9 (Attachment G of the Contract):

1. Recipient uses the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract. Yes: _____ No: _____
2. Recipient stores the disclosed TWC Information in a place physically secure from access by unauthorized persons. Yes: _____ No: _____
3. Recipient stores and processes disclosed TWC Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the TWC Information by any means. Yes: _____ No: _____
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed TWC Information stored in computer systems. Yes: _____ No: _____
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both). By your signature below you acknowledge that all personnel having access to the disclosed TWC Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9. Yes: _____ No: _____
6. Recipient adheres to confidentiality requirements and procedures that are consistent with 20 C.F.R. § 603.9 and the requirements of the TWC Contract, and reports any infraction of these requirements and procedures to TWC fully and promptly. Yes: _____ No: _____
7. Recipient disposes of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed is served, or as required by court order. Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction. Yes: _____ No: _____
8. Recipient ensures that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate. Yes: _____ No: _____
9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract. Yes: _____ No: _____
10. Attach a description of the system referred to in item 9.

By signature hereon, the Contract signatory or the entity's internal auditor certifies that: All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

Signature

Date

Printed Name and Title

**TWC Contract Number 2913PEN021
Travis County**

Return this Report to: External Data Sharing Contracts Manager | Office of General Counsel
Texas Workforce Commission | 101 East 15th Street, Room 266 | Austin, Texas 78778-0001
Email: SelfAssessmentReports@twc.state.tx.us Fax: 512-463-2990

TWC Contract - Amendment Number: 2913PEN021

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

No Changes. I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.

Changes to Demographic Information. I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.

Changes to Contract/Amendment Terms and Conditions. I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Travis County

Samuel T. Biscoe
Travis County Judge

Date

**DAVID A. ESCAMILLA
COUNTY ATTORNEY**

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, 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

TENLEY A. ALDREDGE

JAMES M. CONNOLLY

DANIEL BRADFORD

ELIZABETH H. WINN

† Member of the College
of the State Bar of Texas

October 23, 2012

Honorable Samuel T. Biscoe, Travis County Judge
Honorable Ron Davis, Commissioner, Precinct One
Honorable Sarah Eckhardt, Commissioner, Precinct Two
Honorable Karen L. Huber, Commissioner, Precinct Three
Honorable Margaret J. Gomez, Commissioner, Precinct Four

Re: Texas Workforce Commission Open Records Contract

Dear Judge Biscoe and Commissioners:

The Travis County Attorney's Office requests approval of an interlocal agreement between Travis County and the Texas Workforce Commission. This agreement will give County Attorney Investigators access to Texas Workforce Commission records to assist in locating defendants, witnesses, and victims involved in criminal cases.

If you have any questions in this regard, please contact me.

Sincerely,

Barbara Wilson
Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 8 to Contract No. 4500000031 (H.T.E. Contract No. 07T00173VC), Securus Technologies, Inc., for Inmate Pay Phone Services.

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

This modification will provide a new Video Visitation Service to the community through Travis County Sheriff's Office (TCSO). TCSO currently has two (2) video visitation systems that are not integrated. One of these systems is located in a maximum security building and has been in place for over eight (8) years. The other system is located in Building 12 and only has access to the visitation building at Travis County Correctional Complex (TCCC). This new Video Visitation Service will replace both of the existing systems and increase the number of video visitation systems to include the other housing units in TCCC and Travis County Jail (TCJ) and provide the capability to have a video visitation over the internet to allow the friends and family of the inmates to remain at home instead of traveling to these facilities. This new service will be provided at no cost to the County.

According to the Statement of Work, 184 video devices will be installed at TCCC and TCJ, which will generate additional revenue. This revenue will be based on 23% of the gross revenue generated by these systems. Each video session will last up to twenty (20) minutes and the cost to friends and family will be \$20. However, if friends and family travel to the TCCC or TCJ, their video visitation will be free. TCSO will allow free video sessions for all attorneys' visitations. During the first three (3) months after completion of installation of equipment in all buildings, inmates may receive one free video visitation.

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

This video visitation solution does not meet TCSO requirements in regards to attorney visits, which allow attorneys free video sessions from 9:00 A.M. to 3:00 P.M. However, TCSO has requested that the vendor develop and implement a solution to allow attorneys to have access for free video sessions during this time period. This solution is scheduled to be deployed within twelve (12) months of this Contract Modification.

Modification No. 7, approved by Commissioner's Court on April 17, 2011, added an Automated Information Services (AIS) Solution.

Modification No. 6, approved by the Purchasing Agent on October 27, 2011, extended the contract through October 31, 2012.

Modification No. 5, approved by Commissioner's Court on October 19, 2010, extended the contract for another twelve (12) months through October 31, 2011 and add the FCC2 functionality.

Modification No. 4, approved by the Purchasing Agent on September 27, 2010, extended the contract through October 31, 2010.

Modification No. 3, approved by the Purchasing Agent on September 29, 2009, extended the contract through September 30, 2010.

Modification No. 2, approved by Commissioner's Court on November 25, 2008, lowered the Annual Guarantee Revenue from \$1,600,000 to \$1,100,000.

Modification No. 1, approved by the Purchasing Agent on September 24, 2008, extended the contract through September 30, 2009.



TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

700 Lavaca, Suite 501A, P. O. Box 1748, Austin, Tx 78767 (512) 854-9372 Fax (512) 854-4401

Travis County Courthouse, Austin, Texas

DATE: September 28, 2012

MEMORANDUM

TO: Cyd Grimes, C.P.M.-Travis County Purchasing Agent

FROM: Walter LaGrone, Interim Chief Information Officer

A handwritten signature in black ink, appearing to read "Walter LaGrone". The signature is written in a cursive style and is positioned to the right of the "FROM:" line.

SUBJECT: Recommendation to Modify the Inmate and Pay Phone Services Contract, No. 07T00173VC with Securus Technologies to add the services of a Video Visitation system.

Proposed Motion:

Recommendation to Modify the Inmate and Pay Phone Services Contract, No. 07T00173VC with Securus Technologies to add the services of a Video Visitation system.

Summary and Staff Recommendation:

Travis County Sheriff Office, through ITS and Securus, recommends offering additional upgraded video visitation services to the community. TCSO currently has two video visitation systems that are not integrated. One of these systems is located in a maximum security building and has been in place for over 8 years. The other system is located in Building 12 and only has access to the visitation building at TCCC. The new system upgrade that is being proposed by Securus will replace both of these systems and increase the number of video visitation systems to include the other housing units in TCCC and TTCJ and provide the capability to have a video visitation over the internet to allow the friends and family of the inmates to remain at home instead of traveling to these facilities. This new system upgrade will be provided at no cost to Travis County by Securus.

Budgetary and Fiscal Impact:

Securus will be adding 184 devices at these two facilities at no cost to Travis County. Additional revenue to be realized by Travis County will be based on 23% of the gross revenue generated by these systems.. Each video visitation session will last up to 20 minutes, the cost to friends and families is \$20.00, and based on the 23% of gross revenue, this will provide \$4.60 in revenue per session to Travis County. However, if friends and families travel to the Travis County Correctional Complex or Travis County Jail, their video visitation will be free. TCSO will allow free video sessions for all attorneys' visitations. During the first three months after completion of installation of video visitation equipment in all buildings, inmates may receive one free video visitation.

Issues and Opportunities:

TCSO video visitation system is past its useful life and needs to be upgraded. Securus approached Travis County to offer video visitation at no cost. If Travis County installed a similar solution, it would cost over \$750,000 in servers, video equipment, storage devices, and network hardware. Securus, TCSO and ITS anticipate this will be operational within six months after the approval of this contract modification.

Additionally, the Securus system does not meet TCSO requirements in regards to attorney visits. TCSO's requirement is to allow attorneys free video sessions from 9am to 3pm. TCSO has requested Securus to develop and implement a solution to allow Attorneys to have access to free video sessions from 9am to 3pm, instead of free video visitations anytime. This solution is scheduled to be deployed within 12 months of this contract. There will be another contract modification that will be added to this contract when those requirements are finalized.

Background:

Securus and its predecessor companies have served Travis County as its inmate phone vendor for more than 10 years. The current agreement was approved by Commissioners Court on August 28, 2007 pursuant to RFP # P070173-VC issued on April 2, 2007. The agreement provides for an annual guaranteed payment as prepaid commission for inmate phone services, commissions from pay phones and video visitation sessions at County facilities, and funds for a Contract Liaison. This service provides telephone access privileges for Travis County inmates and additionally serves as a management tool for inmate populations. This service additionally provides the opportunity for providing Travis County with other products or services that will enhance the Sheriff's operation and assist the friends and families communicate with inmates held in the Travis County Jail.

Required Authorizations:

LEGAL:	Barbara Wilson, County Attorneys Office
PURCHASING:	Bonnie Floyd, Scott Wilson, Purchasing Department
BUDGET:	Katie Gipson, Planning and Budget Office

Cc: Sheriff Greg Hamilton, TCSO; Major Darren Long, TCSO; Captain Lisa Brown, TCSO; Tanya Acevedo, ITS; Rod Brown, ITS

MODIFICATION OF CONTRACT NO. 4500000031 (07T00173VC) for Inmate Pay Phone Services

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Scott Wilson TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 18, 2012
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ISSUED TO: Securus Technologies, Inc. Attn: Robert Pickens 14651 Dallas PKWY, Ste. 600 Dallas, Texas 75254	MODIFICATION NO.: 8	EXECUTED DATE OF ORIGINAL CONTRACT: August 28, 2007
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ORIGINAL CONTRACT TERM DATES: <u>October 1, 2007 through September 30, 2008</u>	CURRENT CONTRACT TERM DATES: <u>November 1, 2011 through October 31, 2012</u>
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FOR TRAVIS COUNTY INTERNAL USE ONLY:	
Original Contract Amount: \$ <u>1,600,000</u>	Current Modified Amount \$ _____

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

This modification is made by Securus Technologies, Inc. ("Contractor") and Travis County, Texas ("County").

Recitals

When County distributed a Request for Proposals (RFP # P070173-VC) from qualified companies for the delivery of inmate and public pay telephone services and other communications services for the Travis County Jail System, Contractor submitted the proposal that was determined to be the best evaluated offer for inmate and public pay telephone services and other communications services for the Travis County Jail System. The Contractor has offered to implement Video Visitation in the Travis County Jail System in consideration for the opportunity to earn the fees payable for its use. The functionality Contractor has offered is to be integrated with the existing County systems. Now, therefore, the Contractor and County agree as follows:

Amendment

1. **AMENDMENT OF ANNUAL GUARANTEED PAYMENT.** Pursuant to Attachment D, section 12, effective November 1, 2012, section 4.0 is amended by adding the following sections 4.14 through 4.16 at the end of subsection 4.13.

4.14 Commission on Video Visitation Gross revenue shall be determined without consideration of whether (a) the revenue is collected after the visitation is originated or through prepaid collect services, (b) the revenue is not collectible, or (c) the visitation cannot be billed at all. Contractor shall pay County 23% of the gross revenue resulting from video visitation service from the date that Video Visitation is installed until the end of the contract.

Note to Vendor:

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

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

4.15 Payment Contractor shall pay County monthly by the twenty-fifth of each month the amount of the commissions earned from Video Visitation services during the preceding month ending on the last day of each month.

4.16 Report of Revenue and Commissions Each month Contractor shall send County reports that detail the revenue and commissions earned the previous month in a format acceptable to both County and Contractor no later than the twenty-fifth business day of each month. The report shall include at least the following information in both paper and electronic format through the intranet or internet:

- 4.16.1 number of video visitations,
- 4.16.2 the duration of each visitation,
- 4.16.3 gross revenue for visitations, and
- 4.16.4 commission related to the revenue for visitations.

4.17 Delivery of Report of Revenue and Commissions County acknowledges that the Report of Revenue and Commissions for the first two months of operation of the video visitation may be delayed until the third month and such delay is not a breach of this agreement.

2. AMENDMENT OF VALUE ADDED SERVICES. Pursuant to Attachment D, section 12, effective November 1, 2012, the contract is amended by adding the following section 13B VIDEO VISITATION SERVICES at the end of section 13A.0

13B VIDEO VISITATION SERVICES

13B.1 Description of VIDEO VISITATION Contractor shall perform in a timely manner the VIDEO VISITATION activities described and listed in the Statement of Work attached to Modification 8 of Contract Number 07T00173VC and incorporated in this contract for all current and future County correctional properties, buildings, and facilities in accordance with the terms and conditions of this contract; in compliance with the assurances, certifications, and all other statements made by Contractor in its Statement of Work.

13B.2 Hardware For use in the VIDEO VISITATION system, Contractor shall provide the hardware at each of the locations and in each of the quantities indicated in the Statement of Work.

13B.3 Installation Contractor shall ship and set up the units network for the VIDEO VISITATION service in compliance with the Statement of Work attached to Modification 8 of Contract Number 07T00173VC. Contractor shall set up units as soon as reasonably practicable after these are delivered by the manufacturer.

13B.4 Marketing VIDEO VISITATION Contractor shall provide in a form mutually agreeable to Contractor and County

13B.4.1 adequate flyers to be distributed to inmates and their attorneys, friends and family members

13B.4.2 posters to place in public areas in the jail to advertise VIDEO VISITATION and

13B.4.3 adequate pamphlets to educate inmates and their attorneys, friends and family members in the procedures for using VIDEO VISITATION.

13B.5 Rates Where a fee applies, the rate for VIDEO VISITATION shall be a fee of \$20.00 for a 20 minute visitation for each remote visitation unless the rate is modified in compliance with this section 13B and is charged to the person scheduling the visitation. Visitation sessions may be scheduled by friends or family. On premises visitations are provided free of charge. Attorney video visitations are provided free of charge from 9:00 am to 3:00 pm on Monday through Friday All other visits by attorneys will be charged at standard visitation rate. However; until functionality is fully developed and implemented, attorney visits will be free of charge . The time parameter functionality will be developed within 12 months of signing of contract and Statement of Work. During the installation period and the first three months after completion of installation of video visitation equipment in all buildings, inmates may receive one free video visitation. To receive the free visitation, inmates must enter their unique PIN number so Contractor can track which inmates have received the free visitation. After all video visitation system equipment has been installed for three (3) months, all video visitations are charged at standard rates.

13B.6 Notice of Rate Increases Contractor shall give County at least 60 days written notice of any request for an increase in rates. The rate may be adjusted with the approval of the Commissioners Court based on the actual cost which depends on the number of endpoints installed, bandwidth requirements, and number of simultaneous users. Contractor shall not modify the rates for VIDEO VISITATION unless the Travis County Commissioners Court approves the implementation and amount of the increase in writing. Contractor shall provide County with enough copies of a formal statement of the notice of increases that is suitable for distribution to the inmate population for redistribution by them so that they can notify their families by mail or telephone.

13B.7 Damages for Failure to Notify of Rate Increases Contractor specifically acknowledges that County will sustain damages for each day the increase is implemented without notice to the persons required to pay for the VIDEO VISITATION with inmates due to additional work required to respond to inquiries and complaints from families of the inmate population and that it is impractical and extremely difficult to ascertain the amount of these damages. Contractor acknowledges that 100% of the increase in revenue is a reasonable amount for the damages incurred. If Contractor fails to notify County in compliance with this paragraph, Contractor shall pay County 100% of the increase in revenue earned from the date of the increase until 60 days after County learns of the increase as liquidated damages for increased costs and reduced productivity incurred as a

result of responding to complaints from call recipients. Any right or remedy in this paragraph shall not preclude the exercise of any other right or remedy under this Contract, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy.

13B.8 Recorded video visitation sessions are stored in a hosted environment for 60 days. Video of evidentiary value and those used in criminal investigations are be stored until the Travis County Sheriff's Office determines it is no longer necessary. Remote access to the video must be granted for administrative and criminal investigative purposes.

3. AMENDMENT OF ATTACHMENTS. Pursuant to Attachment D, section 12, effective November 1, 2012, the contract is amended by adding the following subsection at the end of section 18.1.12:

18.1.13 Attachment N, Statement of Work (3 pages) attached to Modification 8 of this Contract Number 07T00173VC

4. AMENDMENT OF ATTACHMENTS. Pursuant to Attachment D, section 12, effective November 1, 2012, the contract is amended by deleting section 18.2 in its place:

18.2 Resolution of Conflict in Document If there is any conflict within this contract, it is to be construed so that:

18.2.1 The modification executed on the latest date overrides all previous modifications.

18.2.2 Modifications of the part of the initial contract in which this subsection is located override that part of the initial contract.

18.2.3 The part of the initial contract in which this subsection is situated overrides all attachments;

18.2.4 Attachment D overrides Attachments A, B, C, F, G, H, I M; and N

18.2.5 Attachment E overrides Attachments A, B, C, F, G, H, and I;

18.2.6 Any conflict within Attachments A, B, C, H M or N results in the application of the provision most favorable to County;

18.2.7 Attachments A, B, C, H M and N override Attachments F, G and I;

18.2.8 Attachment F and I override Attachment G;

18.2.9 Attachments J, K, and L are forms completed by Securus and are used only to determine compliance with provisions of the part of the contract and other

attachments.

5. INCORPORATION OF SOW Attachment N, the Statement of Work composed of 3 pages and attached to this Modification 8 of Contract Number 07T00173VC is made part of this contract and constitutes promised performance by Contractor in accordance with 3.0 of this contract.

6.0 INCORPORATION AND RATIFICATION. Contractor and County hereby incorporate this amendment into the contract as amended by Modifications One Two, Six, and Seven. Contractor and County hereby ratify all of the terms and conditions of the Contract as amended.

Statement of Work – Implementation of AIS and Video Visitation

Statement of Work – Implementation of Video Visitation

Video Visitation Units

The video visitation units are to provide the opportunity for onsite and at home visitation sessions with inmates by attorneys and friends and family members. Visitation sessions should be scheduled online or via lobby visitation unit prior to participation.

Installation of video visitation units by Contractor includes the implementation and development of the following items at no cost to County:

Video Visitation Deliverables:	
Install up to 184 video visitation units, which includes 1 lobby unit and at least 1 unit per pod in the Travis County Jail and 20 units in the visitation center. The minimum total visitation units including lobby and visitation center will be 184. This includes all required cabling and all software and hardware including the Control and Scheduling Software.*	Provide the capability for remote attorney visitation at no charge during the hours of 9:00am to 3:00pm Monday thru Friday, with this time parameter functionality implemented within 12 months of signing this modification.
Provide all visitation units with the ability to record visits no later than four months from the contract modification signature date.	Integrate to the JMS using Web Services for visitation scheduling and completed visitation information – See Data Deliverables for details and responsibilities.
	Provide browser enabled utility to allow Friends and Family to visit using internet browser no later than four months after contract signature date.

*Installation begins with at least one unit per Pod. Additional units are installed based on utilization rates.

Video visitation units are intended to provide at home remote visitation sessions.

All Maintenance and cabling for the video visitation system is included at no charge to the county for the term of the agreement.

Contactor provides training and training manuals for use and administration of the system to

Statement of Work – Implementation of AIS and Video Visitation

include remotely accessing recorded video.

Video visitation sessions must remain on Contractors network and cannot ride the County network.

Contractor must be PCI (Payment Card Industry) compliant.

Data Deliverables:

County provides Three Web Services for Contractor to communicate with County information systems:

- A Web Service for In Custody list requests
- A Web Service containing only inmate housing information and visitation eligibility for a specific inmate, and
- A Web Service to confirm completion of visits.

County provides a Web Service Definition Language (WSDL) to Contractor to develop an XML format, through a secure connection over HTTP.

When Contractor provides an initial request for an In Custody list of all inmates in Travis County Correctional System, County provides Contractor the first Web Service with the following data to make up an In Custody List:

- Jail ID- unique ID for inmate which spans multiple booking records.
- Booking No – Unique number for a specific booking record
- Inmate Name (Last Name, First Name Middle Name)
- Date of Birth
- Housing Facility – Building Location
- Housing Floor – Floor or Unit Location
- Housing Cell – Specific Cell Location

Contractor provides a second request to County for a specific Inmate Lookup through a Query by Booking Number.

County provides the second Web Service to Contractor which contains only the following specific inmate housing location and visitation eligibility.

- Housing Facility – Building Location
- Housing Floor – Floor or Unit Location

Statement of Work – Implementation of AIS and Video Visitation

- Housing Cell – Specific Cell Location
- Disciplinary Restriction – returns Y/N. Visitation Allowed with friends and family only if Disciplinary Restriction is “N”. “Y” indicates subject is NOT allowed visitation with friends and family. NOTE – Official visits with attorney are allowed regardless of disciplinary status.
- Free On-Site visitation allowed with friends and family – returns Y/N. NOTE – Paid remote visits with friends and family are allowed as long as inmate is not on Disciplinary Restriction.

Contractor must provide a confirmation to a third Web Service at County when the visit is complete with the following data:

- Booking Number – Unique number for a specific booking record
- Inmate Name
- Date Visit Completed
- Time Visit Completed
- Visitor Name
- Type of Visit (for example: free on premise, free attorney, 1st free visit, paid visit)

County responds with the third Web Service for acknowledgement of the receipt of the completed visit Web Service with the following data:

- Time Confirmation Received
- Date Confirmation Received

If the web service is unavailable or the contractor does not get a “Visitation Complete” confirmation, the information shall be stored by the contractor for follow-up submission.

Project Timeline for Video Visitation:

The installation time frame for the visitation units is approximately 4 months. The actual installation commences as the equipment is delivered in satisfactory condition. Contractor shall ensure completion of the installation of the cabling and conduit needed for each building within two weeks after that installation begins in that building.



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

APPROVE MEMORANDUM OF UNDERSTANDING NO. 4400001180, SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL, INC, FOR LAND AND SATELLITE BASED COMMUNICATIONS DEVICES AND SERVICES.

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

Aero Medical programs are required by State rules and regulations to be members of the Regional Advisory Council (RAC) where they regularly provide services. *STAR Flight* is a member of both the South Texas, based in San Antonio (STRAC) and Capitol Area, based in Austin (CATRAC) RAC's.

RAC's have autonomy to develop programs beneficial to their members and reporting requirements. STRAC has chosen to create a region wide electronic patient care charting system, regional rescue response and communications systems.

This Memorandum of Understanding will allow Travis County to participate in the following programs developed by STRAC:

- Land and Satellite based communications devices or services. This will allow County access to systems and programs offered by STRAC to its members included electronic patient care (PCR), crew scheduling, helicopter tracking and other emergency mission support and critical communications services

- Ongoing coordination of communications capabilities between STRAC and *STAR Flight*
- Enhanced emergency communications readiness for any possible disaster through exercises and joint coordination of resources of STRAC and *STAR Flight*.

STRAC continues to develop other public safety and organizational programs that are beneficial to Travis County. STAR Flight will evaluate these opportunities and may choose to participate when they are cost effective and beneficial to Travis County.

The cost of these services for FY13 is \$21,101.58.

➤ **Funding Information:**

- SAP Shopping Cart: 1000015223
- Funding Account(s):
- Comments:

**Memorandum of Understanding
Between
Travis County
And
Southwest Texas Regional Advisory Council, Inc.**

This Memorandum of Understanding is entered into by the following parties: Travis County, Texas (County) and Southwest Texas Regional Advisory Council. (STRAC)

I. Purpose

The purpose of this Memorandum of Understanding is to serve as a framework within which STRAC will:

1. Provide Land and Satellite based Communications devices or service. Allow County access to systems and programs offered by STRAC to its members including electronic patient care report (PCR), crew scheduling, helicopter tracking and other emergency mission support and critical communications services
2. Allow ongoing coordination of communications capabilities between STRAC and **STAR Flight**.
3. Enhance the emergency communications readiness for any possible disaster through exercises and joint coordination of resources of STRAC and **STAR Flight**.

II. Method of Cooperation

To assure that communications resources are coordinated and utilized to their fullest advantage during disasters and other emergencies and to the extent permitted by law and regulation, STRAC and County agree to the following:

1. STRAC will, through their satellite and communications services vendors, insure activation of **STAR Flight** communications devices for both two-way dispatch radio and phone functionality and service.
2. STRAC will establish appropriate Talk Groups within their satellite communications plan to support the local and regional integration and operation of **STAR Flight** satellite communications devices. These talk groups will be created at the request of authorized **STAR Flight** representatives.
3. County will reimburse STRAC for the following costs of satellite communication device service, Tablet PCR service and other Critical communication device service.

3.1. The initial activation fee and monthly fee per device paid annually for any **STAR Flight** devices.

3.2. Airtime fees accrued for wireless phone services (paid within 30 days after receipt of a complete invoice)

3.3. Any other charges, including additional talk group charges, incurred by the usage or maintenance of the satellite communications devices (paid within 30 days after receipt of a complete invoice). The annual period for monthly fees will begin September 1st and end August 31st of successive years. Invoices provided for subsections 3.2 and 3.3 must include detailed billing information (name, address, and telephone number of STRAC; County Purchase Order number; identification of products or services provided with quantities, applicable unit prices, total prices, and total amount;) and air time charges.

3.4 STRAC shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any funds are payable.

3.5 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

III. Implementation

This Memorandum of Understanding is effective on October 1, 2012 upon signature by County and STRAC through its Executive Director. This memorandum may be amended by mutual agreement of both parties. This memorandum will renew on September 1st of each year unless terminated by one or both parties. Either party may terminate this memorandum upon 60 days written notice.

Assignment. The parties to this Memorandum of Understanding shall not assign any of the rights or obligation under it without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under it unless that specific authority is expressly granted by Commissioners Court.

IV. CHANGES:

Any change to the terms of this Memorandum of Understanding shall be made by written change order signed by both parties. STRAC acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this Memorandum of Understanding unless expressly granted that specific authority by the Commissioners Court.

V. NOTICES:

Any notice required or permitted to be given under this Memorandum of Understanding by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party to whom the notice is to be given at the address set forth in this section.

The address of County for all purposes under this Memorandum of Understanding shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

The address of STRAC for all purposes under this Memorandum of Understanding shall be:

STRAC
Hwy 90 West
Suite 200
San Antonio, TX 78227

Each party may change the address for notice to it by giving notice of the change in compliance with this section.

VI Interpretation of Memorandum of Understanding:

Law and Venue. This Memorandum of Understanding is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this contract is in Travis County, Texas.

Severability. If any portion of this Memorandum of Understanding is ruled invalid, illegal, or unenforceable in any respect by a court of

competent jurisdiction, the remainder of it shall remain valid and binding.

Headings. Headings and titles at the beginning of the various provisions of this Memorandum of Understanding have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in interpreting it.

Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation.

ENTIRE Agreement: All oral and written agreements between the parties to this Memorandum of Understanding relating to the subject matter of it that were made prior to the execution of it have been reduced to writing and are contained in it.

VII CERTIFICATION OF ELIGIBILITY:

STRAC certifies that it is not on the Federal Government’s list of suspended, ineligible, or debarred contractors. If STRAC is placed on the list during the term of this Memorandum of Understanding, STRAC shall notify County. False certification or failure to notify may result in terminating this Memorandum of Understanding for default.

Travis County, Texas

By: _____
Samuel T. Biscoe Date _____
County Judge

Southwest Texas Regional Advisory Council

By: _____
Eric Epley Date _____
Executive Director



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Cyd Grimes, Purchasing Agent
Travis County

Through: Danny Hobby, Executive Manager, Emergency Service
Travis County

From: Casey Ping, Program Manager, **STAR Flight**
Travis County

Date: August 20, 2012

Subject: STRAC MOU

Travis County, through its **STAR Flight** program, is a member of the South Texas Regional Advisory Council. The Regional Advisory Councils were created by the State of Texas Department of Social and Health Services (DSHS) to coordinate EMS and Trauma System within the State. RAC's are not for profit and structured under 5013C. The RAC's distribute State and Federal funding to member EMS and Hospital organizations.

Aero Medical programs are required by State rules and regulations to be members of the RAC's that they regularly provide service in. **STAR Flight** is a member of the South Texas, based in San Antonio (STRAC) and Capitol Area, based in Austin (CATRAC) RAC's.

RAC's have autonomy to develop programs beneficial to their members and reporting requirements. STRAC has chosen to create a region wide electronic patient care charting system, regional rescue response and communications systems. CATRAC on the other hands has not created these programs and is why we aren't using more local systems. Because STRAC member Departments range from very small, single EMS units to large urban EMS and Fire agencies STRAC has evolved into a pseudo CO-OP. Individual, small agency purchases become large, multi-agency purchases allow member agencies to take advantage of quantity cost breaks. These services are voluntary for members with each member choosing which programs they would like to participate in. These include cell phone/blackberry, satellite/radio communication, electronic patient charting, rescue response, medical supplies and equipment contracts.

Travis County is currently participating in the following programs.

Satellite Communications Systems- Because of the size of the STRAC (22,000 sq miles) they need to develop a region wide inter-operable communications system. Their solution was satellite radio and phone system. Based on the number of units (>50) and the timing of their negotiations STRAC was able to negotiate a very cost effective contract for these services. STRAC's service rate is roughly 50% of the current negotiable rate regardless of the number of units. City of Austin currently contracts all their satellite service through STRAC for this reason

Electronic Patient Chart- Several years ago Department of State Health Services distributed significant funds to the RAC's under a grant called TRACIT. The intent of the grant was for RAC's to develop systems to track EMS and Hospital patient data. STRAC, through its membership, chose to invest all of this money in infrastructure and contracts

for software that allow members to have electronic patient care records and trauma system tracking. STRAC conducted a competitive process and selected a product from Zoll. Under the STRAC program members may choose to participate but must provide their own hardware. STRAC provides the software, servers, infrastructure and maintenance support. **STAR Flight** has been using this product exclusively since 2008. Direct purchase from Zoll is approximately \$3,000 per license. Through STRAC we are able to have the same program for \$600 per license. Additionally, we are able to participate in the data sharing and Quality Improvement programs associated with the STRAC System. There are approximately 30 EMS agencies collaborating in this program including San Antonio Fire, San Antonio EMS, New Braunfels Fire & EMS and many more. The value of this collaboration is that we get to compare our patient data to other agencies. This provides direct comparison to other agencies for evaluation and improvement purposes.

Blackberry Service- We budgeted for Blackberry service for all **STAR Flight** managers in the **STAR Flight** Business Plan. The services provided and fee structure under the STRAC service and fee agreement was equal to or better than service available under Travis County service agreements.

Crew Scheduler- STRAC has made available the Zoll crew scheduler that reduces the manual labor required to manage the schedule for pilots, flight nurses and flight paramedics. This system is web based, allowing staff to submit requests for vacation, and bid for open shifts and provides a robust reporting system.

STRAC continues to develop other public safety and organizational programs that are beneficial to Travis County. We continue to evaluate this opportunities and participate when they are cost effective and beneficial to Travis County.

Please let me know if you have any questions

Casey

Southwest Texas Regional Advisory Council

7500 US Hwy 90 West
 Suite 200
 San Antonio, TX 78227



Invoice

Bill To

Travis County STAR Flight
 Attn: Pam Cannon
 7800 Old Manor Road
 Austin, TX 78724

Date	Invoice#
9/19/2012	DFYSF130001

P.O. Number	Terms	Due Date
	Net 30	10/19/2012

Description	Quantity	Price Each	Amount
STRAC Membership Dues for FY13 (\$150/licensed unit) 9/1/12-8/31/13	2	150.00	300.00
Tablet PCR Maintenance Fee for User License	8	800.00	6,400.00

Total	\$6,700.00
Payments/Credits	\$0.00
Balance Due	\$6,700.00

Phone #	Fax #	E-mail	Web Site
210-233-5834	210-233-5851	mary.roel@strac.org	www.strac.org

Southwest Texas Regional Advisory Council

7500 US Hwy 90 West
Suite 200
San Antonio, TX 78227



Invoice

Bill To
Travis County STAR Flight Attn: Pam Cannon 7800 Old Manor Road Austin, TX 78724

	Date	Invoice#
	10/19/2012	STR130112
P.O. Number	Terms	Due Date
	Net 30	11/18/2012

Description	Quantity	Price Each	Amount
Blackberry Service for 7 units for 12 months for FY13	7	1,400.00	9,800.00
Blackberry Service for 4 units for 2 months for FY13	4	233.34	933.36
Difference on Actual FY12 phone charges	-1	25.33	-25.33
Monthly Service charge for 3 Satellite units with 3 talk groups at \$93/month each for 12 months	3	1,116.00	3,348.00
Difference on Actual FY12 Satellite Radio Charges	1	233.21	233.21
Crew Scheduler	26	60.00	1,560.00
Fleet Eyes- 6 months	3	360.00	1,080.00

Total	\$16,929.24
Payments/Credits	\$0.00
Balance Due	\$16,929.24

Phone #	Fax #	E-mail	Web Site
210-233-5834	210-233-5851	mary.roel@strac.org	www.strac.org



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Joe Arriaga **Phone #:** 854-7562

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording: Roundmountain Oaks, Revised Plat of Part of Lot 31- Final Plat - Two Lots - Faubion Trail - Travis County-No ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The proposed revised plat is for the purpose of creating two additional single family lots totaling 12.02 acres out of Lot 31 which totals 29.87 acres Roundmountain Oaks Subdivision. Lot 31 has been split into 4 tracts, two of the tracts are part of the request. There are no new public or private streets proposed with this final plat. This plat is not subject parkland fees. Fiscal surety is not required for this short form plat. Water service to be provided by a private water supplier - Hills of Texas Bulk Water and wastewater service to be provided by on-site septic facilities. The Applicant was granted a subdivision exemption from the City of Leander, therefore, the property owner did not have to plat and not subject to the City's subdivision regulations.

STAFF RECOMMENDATIONS:

As this revised final plat meets all Travis County standards and baring any new information, TNR Staff recommends approval.

ISSUES AND OPPORTUNITIES:

Notification

Public Notification of this revised plat was mailed to all lot owners of the original subdivision, Roundmountain Oaks. In addition, a newspaper noticed was also done as well a public notice sign. The sign was posted on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

Deed Restrictions

The property is subject to the deed restrictions approved when the subdivision was platted in 1977. The applicant has met with the homeowners association for approval to create the additional two lots.

The proposed revised plat meets the deed restriction requirement of one acre per lot for future resubdivisions of the original lots.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

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

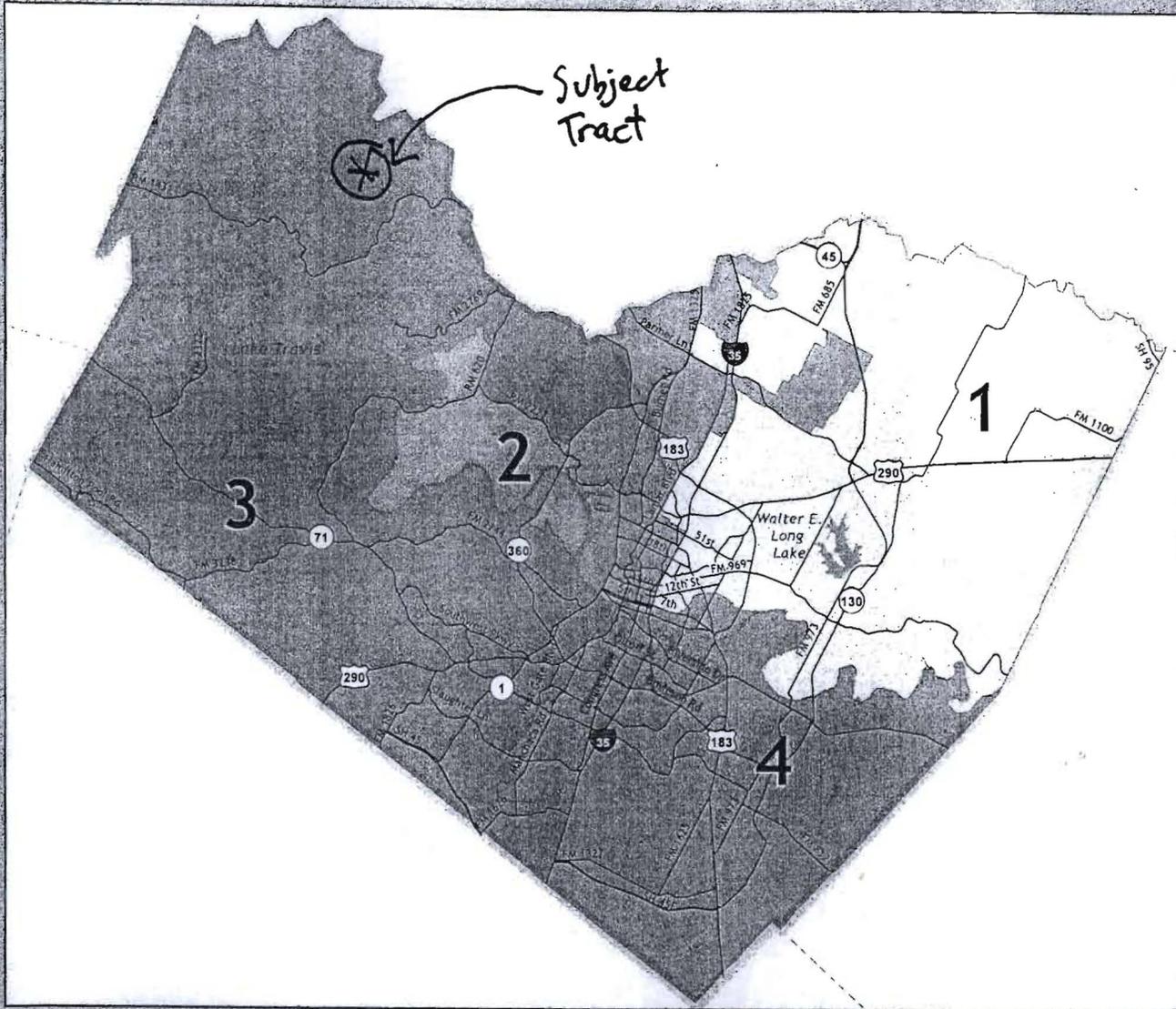
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:ja

1101 - Development Services - Roundmountain Oaks- Final Plat



2011 Commissioner Precincts

- Precinct 1: Ron Davis
314 W. 11th St. #510
Austin, TX 78701
Phone: (512) 854-9111
Fax: (512) 854-4897
- Precinct 2: Sarah Eckhardt
314 W. 11th St. #530
Austin, TX 78701
Phone: (512) 854-9222
Fax: (512) 854-9515
- Precinct 3: Karen Huber**
314 W. 11th St. #500
Austin, TX 78701
Phone: (512) 854-9333
Fax: (512) 854-9376
- Precinct 4: Margaret Gomez
314 W. 11th St. #525
Austin, TX 78701
Phone: (512) 854-9444
Fax: (512) 854-9535



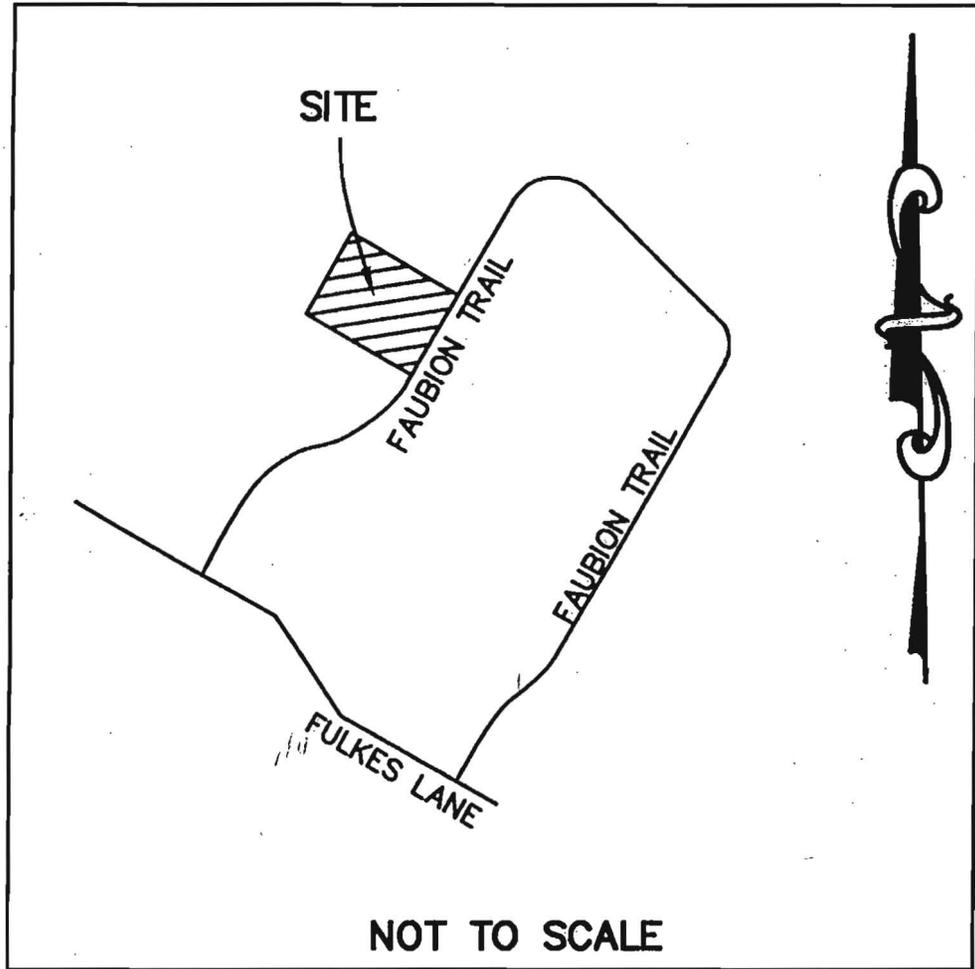
DISCLAIMER:
This map was produced for the sole purpose of aiding Travis County Transportation and Natural Resources in planning purposes and is not warranted for any other use. No warranty is made by the creator or county regarding its accuracy or completeness.

TNR GIS Coordinator: (512) 854-7591

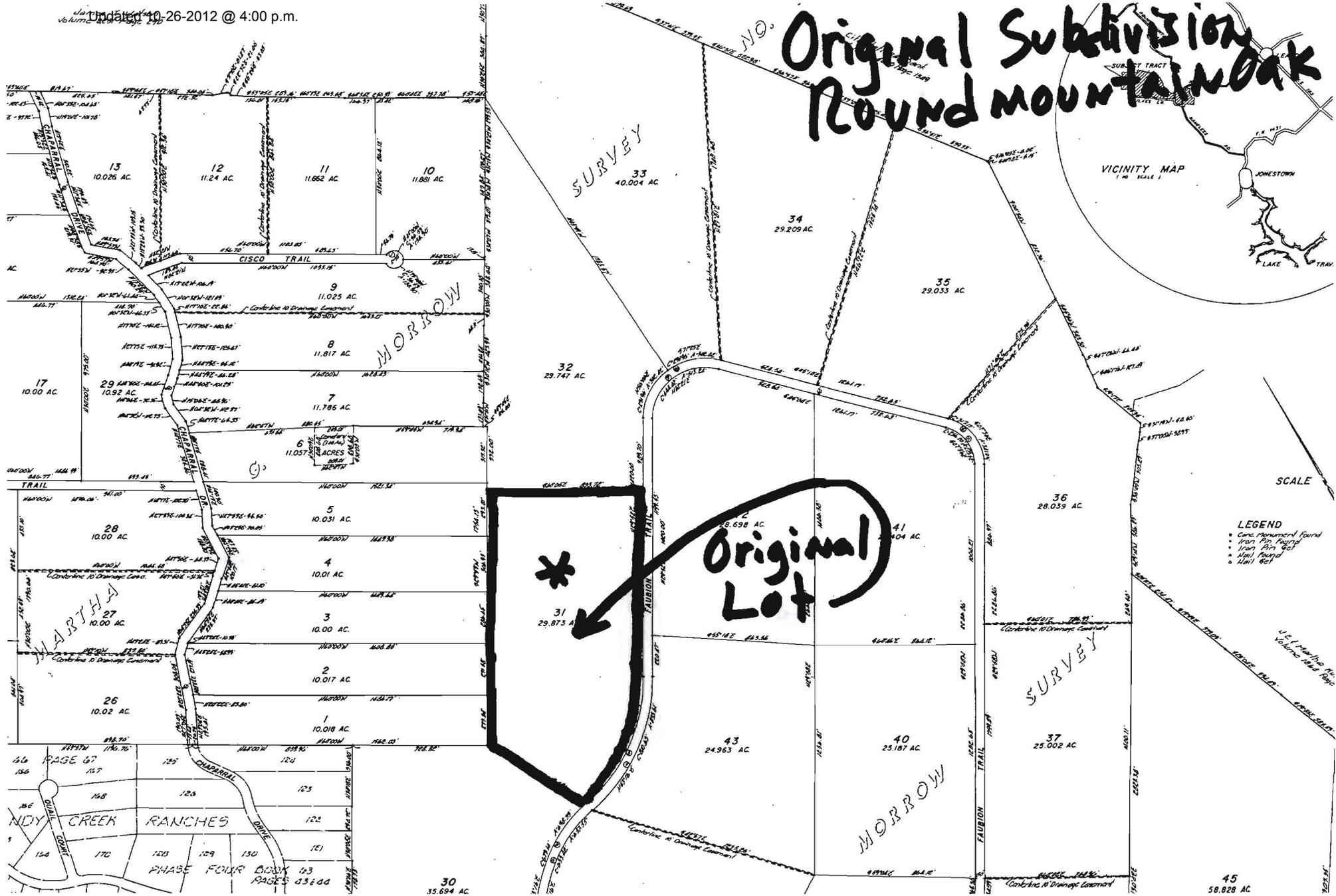


Travis County
Transportation &
Natural Resources

Travis County Commissioner Precincts



Original Subdivision Round Mountain Oak



SURVEY

MORROW

Original Lot

SURVEY

MORROW

- LEGEND
- Cone Placement Found
 - Iron Pin Found
 - Iron Pin Set
 - Nail Found
 - Nail Set

SCALE

U.S. GEOLOGICAL SURVEY
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TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

ADDENDUM TO BACK-UP MEMORANDUM

Agenda Item ___

October 9, 2012

TO: Members of the Commissioners' Court

THROUGH: Steven M. Manilla, P. E., County Executive

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: Roundmountain Oaks, Revised Plat of Part of Lot 31- Final Plat, Precinct Three

SUMMARY AND STAFF RECOMMENDATION:

The property owners of Part of Lot 31 Roundmountain Oaks subdivision wish to further divide this parcel in order to create two additional lots for 2 single family residences. The property is platted from Faubion Trail. There are no new public or private streets proposed with this final plat. This plat was not subject to parkland fees.

ISSUES AND OPPORTUNITIES:

The subject property was red tagged on February, 27 2012 for construction without a permit. The owners of the property subsequently filed for the necessary permits. It was determined at the time; they needed to plat the property, so the owners filed a subdivision application to make the two parcels legal lots and this is the application that is before you today.

As part of the requirements for a revised final plat, a notice of public hearing sign was placed on the subject property on September 25, 2012, to announce the date, time, and location of the public hearing.

As of this date, staff has received several inquiries from property owners of the subdivision, Roundmountain Oaks. Most of the inquiries did not express any concerns. However, one inquiry from a property owner just north of this subject property asked about the enforcement by the county on the private deed restrictions placed on the subdivision. The caller questioned the location of the proposed house and felt it was too close to their house. The deed restrictions call for a 40 foot setback from the lot line. Staff requested the builder/agent to verify whether it met the setback restriction and the builder confirmed the house was 50 feet from the lot line and therefore met the setback.

This final plat application did not amend or remove any private deed restrictions and the county is not a party to private deed restrictions and cannot enforce these restrictions.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Existing Plat

Proposed Plat

Location Map

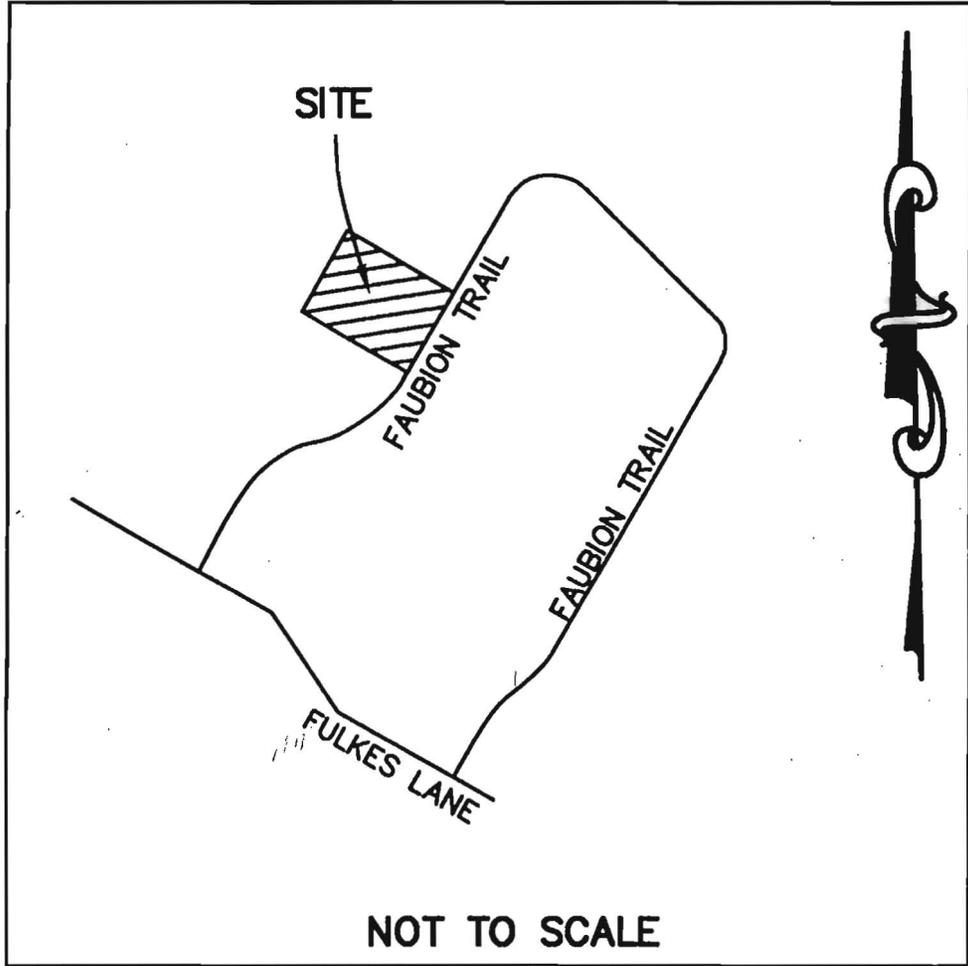
Precinct Map

Photograph of public notice sign

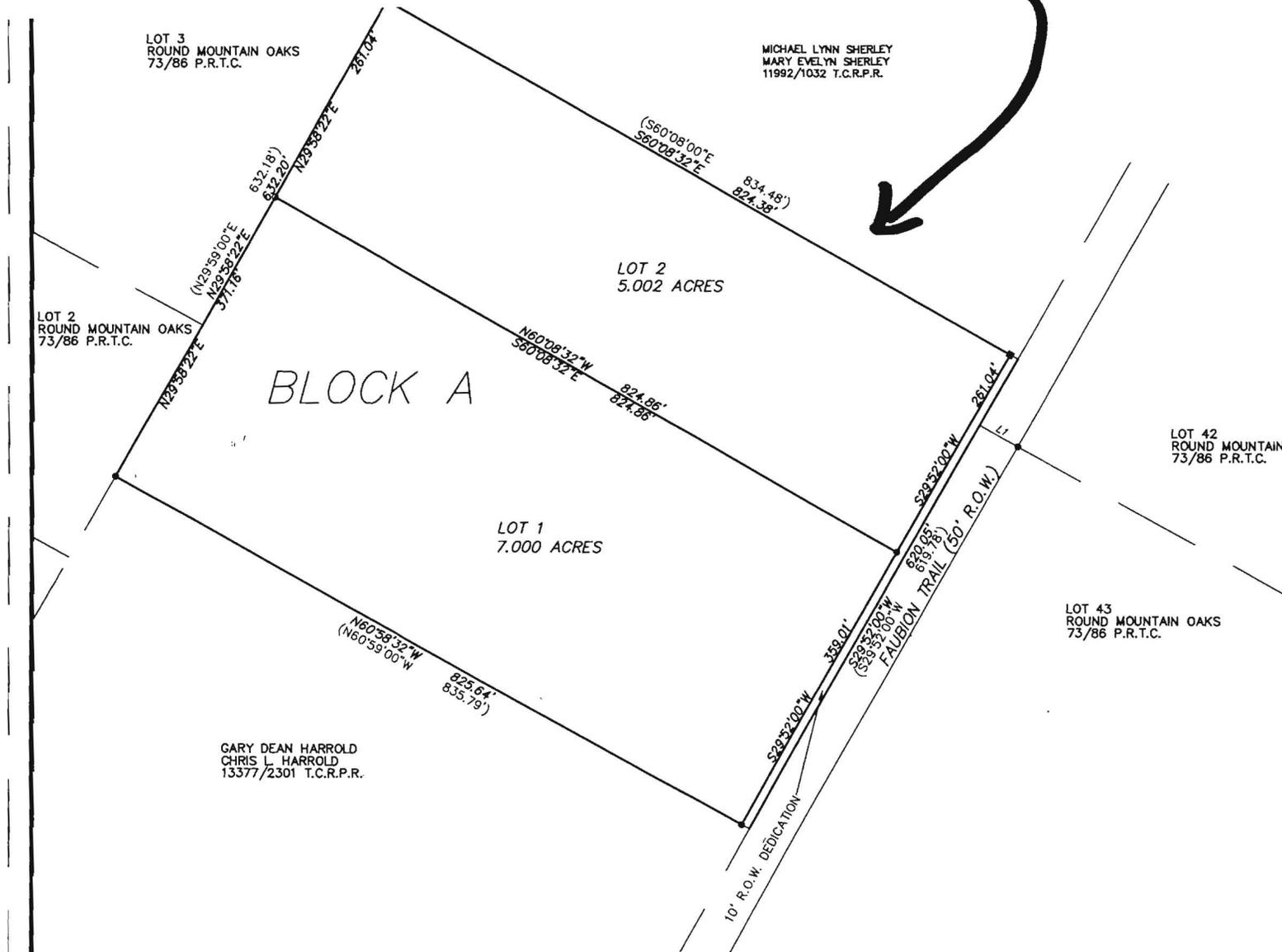
Affidavit of sign posting

AMB: jla

1009



Proposed Revised
Plat Lot 31
(Part)





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

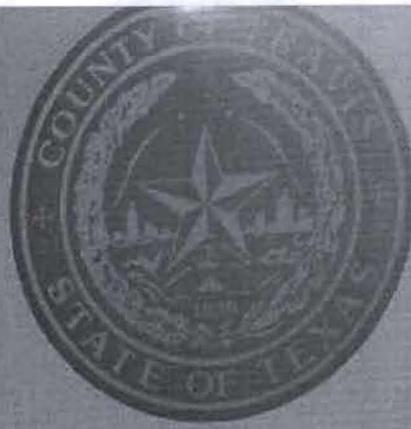
AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A public notice of a resubdivision final plat sign was posted on September 25, 2012, at a point as near as practical to the area being resubdivided, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 25 DAY OF September, 2012.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: TNR/R&B Supervisor



NOTICE OF PUBLIC HEARING

**OCTOBER 30, 2012, AT 9:00 AM
REVISED PLAT OF PART OF LOT 31,
ROUNDMOUNTAIN OAKS SUBDIVISION
PRECINCT 3**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA (FIRST FLOOR)
AUSTIN, TEXAS**

FOR MORE INFORMATION CALL: 854-7562



**NOTICE OF
PUBLIC HEARING**

OCTOBER 30, 2012, AT 9:00 AM
REVISED PLAT OF PART OF LOT 31
ROUND MOUNTAIN OAKS SUBDIVISION
PRECINCT 3

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA, FIRST FLOOR
AUSTIN, TEXAS

FOR MORE INFORMATION CALL 854-7562



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Michael Hettenhausen Phone #: 854-7563

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

MB

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) The partial plat vacations of lots 43 through 53 of the Reserve at Lake Travis Final Plat; lots 43 through 53A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis; and lots 43, 44, 45, 46A and 47A of the Revised Plat of Lots 53A & 54A Block A and Lot 17, Block C of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis; and
- B) A plat for recording: Cliffside at the Reserve at Lake Travis Final Plat (Short Form Final Plat - Five total lots - Flying J Boulevard - No ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A) The Reserve at Lake Travis, LLC, owners of Lot 44 of the Reserve of Lake Travis Final Plat and lots 46A and 47A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis, Hal Jones, owner of Lot 45 Block A, and Russell and Glenda Harbison, owners of Lot 43 Block A of the Reserve at Lake Travis Final Plat have applied through Travis County for a partial plat vacation of the three plats that show a marina easement on these lots. The original subdivision, located on Thurman Bend Road, consisted of 131 total lots on 291.15 acres and has been modified with several revised plats. The lots proposed for vacation, located on Ruffian Heights Lane and Flying J Boulevard, are bordered by a marina easement on the original plat as well as both revised plats.

Approval of the three partial plat vacations will return the lots back to raw land and remove all easements shown graphically on the three plats. Upon approval of the vacation, the owners will be able to replat the lots without the marina easement shown on the original plat and shown and referenced on the two succeeding revised plats. The associated replat, Cliffside at the Reserve at Lake Travis, is included as Part B of this agenda request.

B) This final plat consists of five residential lots on 14.61 acres platted from Flying J Boulevard and Ruffian Heights Lane. There are no new private or public streets

associated with this final plat, water service will be provided by the Coves Water Supply Corporation, and wastewater service will be provided by on-site septic facilities reviewed by LCRA.

STAFF RECOMMENDATIONS:

Single Office staff has reviewed the partial plat vacation application and the replat application, cleared all comments, and recommends approval of the partial plat vacation and replat application.

ISSUES AND OPPORTUNITIES:

A notice of public hearing sign was placed on the property on October 1, 2012, announcing the date, time, and location of the public hearing, and a notice of public hearing letter was mailed via certified mail on September 25, 2012. As of the drafting of the agenda request, staff has received one phone call from a neighbor who requested more information after seeing the sign. Staff knows of no objections to the proposed partial plat vacations and, as the applicant has addressed all subdivision requirements, recommends the approval of the motion.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat

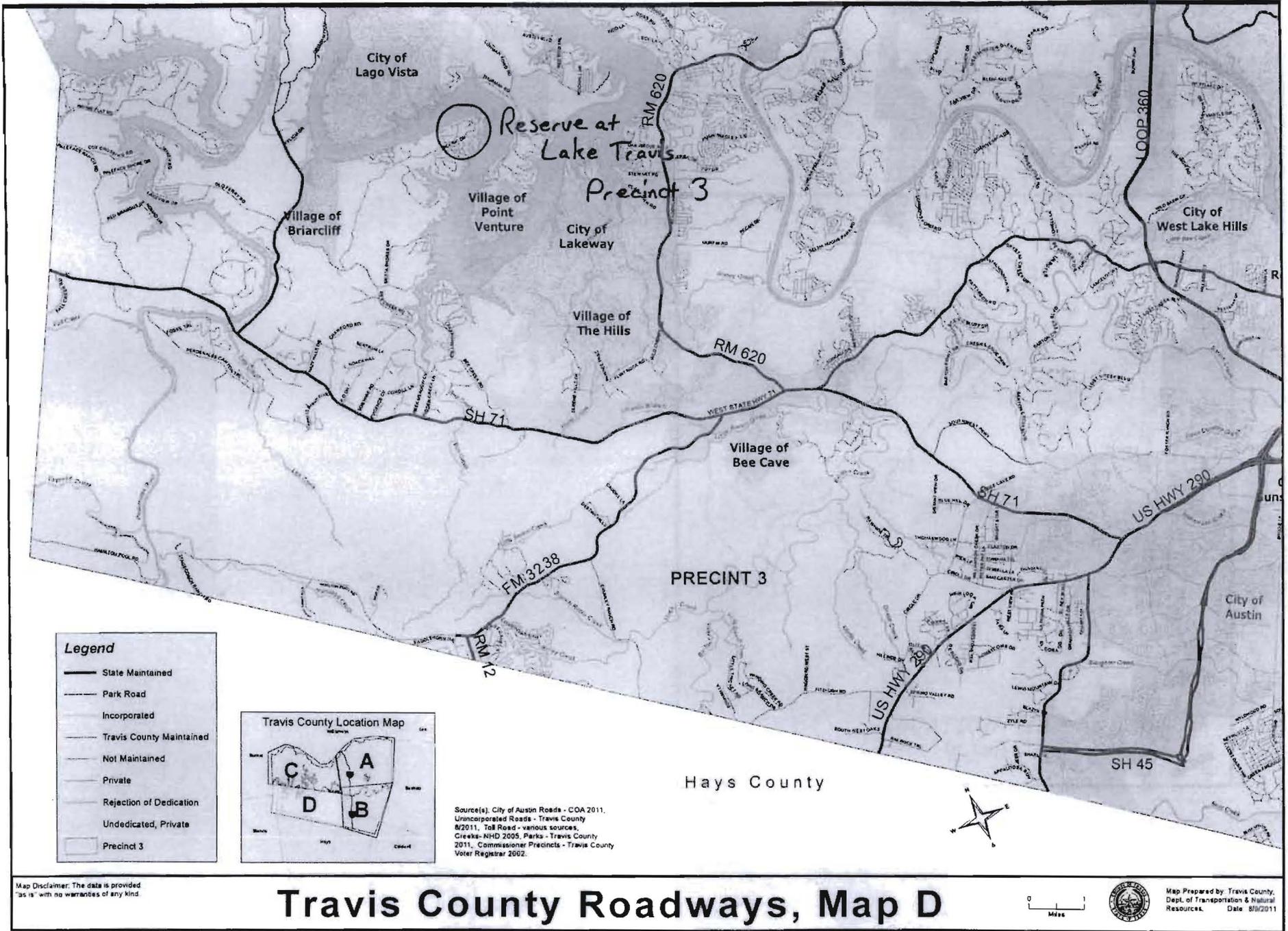
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Svs- Reserve at Lake Travis Partial Plat Vacation and Cliffside at the Reserve at Lake Travis Final Plat



Travis County Roadways, Map D

Precinct Map



Map Prepared by: Travis County,
Dept. of Transportation & Natural
Resources. Date 8/9/2011

EXHIBIT A

PARTIAL VACATION OF "The Reserve at Lake Travis"

THE STATE OF TEXAS

COUNTY OF Travis

WHEREAS, (The Reserve at Lake Travis, LLC), owner of Lot 44, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Lots 46A and 47A, Block A Revised Plat of Lots 53A & 54A, Block A and Lot 17, Block C of The Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis and Lots 46-52, 57-67 & 102-B, Block A, The Reserve at Lake Travis a subdivision as recorded in Document No. 201100186, and Lot 53A, Block A, Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis a subdivision as recorded in Document 200900119, WHEREAS, (Harry (Hal) R. Jones, III), owner Lot 45, Block A and (Russell and Glenda Harbison), owner Lot 43, Block A, The Reserve at Lake Travis a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Texas total 14.61 acres, did heretofore subdivide the same into the subdivision designated (The Reserve at Lake Travis), the plat of which is recorded in Document No. 200800255, 200900119, and 201100186 of the Travis County, Texas Plat Records, and

WHEREAS, the following lots in said subdivision are now owned by the parties indicated, to wit:

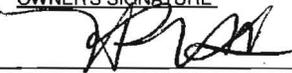
<u>LOT</u>	<u>OWNER</u>
Lots 44, 46A, 47A and 53A, Block A	The Reserve at Lake Travis, LLC
Lot 43, Block A	Russell and Glenda Harbison
Lot 45, Block A	Harry (Hal) R. Jones III

WHEREAS, (The Reserve at Lake Travis, LLC, Harry (Hal) R. Jones, III, and Russell and Glenda Harbison) who collectively constitute 80.63% of the owners of all original, intact lots in (The Reserve at Lake Travis) are desirous of partially vacating said subdivision plat so as to destroy the force and effect of the recording of such subdivision plat insofar and only insofar as the same pertains to Lot(s) 43, 44, 45, 46A, 47A, and 53A, Block A.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That The Reserve at Lake Travis, LLC, Harry (Hal) R. Jones, III, and Russell and Glenda Harbison for and in consideration of the premises and pursuant to the provisions of Chapter 232.008 of the Local Government Code, does hereby vacate Lot(s) 43, 44, 45, Block A, The Reserve at Lake Travis as recorded in 200800255 of the Official Public Records of Travis County, Lots 46A and 47A, Block A, Revised Plat of Lots 53A & 54A, Block A and Lot 17, Block C of The Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis and Lots 46-52, 57-67 & 102-B, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 201100186 and Lot 53A, Block A, Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis a subdivision as recorded in Document 200900119 only. Said subdivision shall, however, remain in full force and effect as to all other lots in The Reserve at Lake Travis.

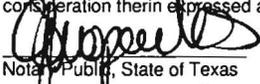
EXECUTED THE DAYS HEREAFTER NOTED.

<u>DATE</u>	<u>OWNER'S SIGNATURE</u>
<u>9-5-12</u>	
	_____ The Reserve at Lake Travis, LLC, Hal Jones, President, Hal Jones, Power of Attorney for Russell and Glenda Harbison and Harry (Hal) R. Jones III

State of Texas)

County of Travis)

Before me, the undersigned authority on this day personally appeared Hal Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledges to me that he is the same for the purpose on the consideration therein expressed and in the capacity therein stated.


Notary Public, State of Texas

Print, Notary's Name: Christiana Spiropoulos

My Commissions Expires: 6/4/2016

Witness My Hand, this 5 Day of Sept, 2012, A.D.



NOTARY STATEMENT REQUIRED FOR EACH SIGNATURE UNLESS ALL OR SOME OWNERS SIGN BEFORE THE SAME NOTARY. THE DATE OF EACH INDIVIDUAL NOTARY CERTIFICATE MUST MATCH THE DATE THAT APPEARS OPPOSITE THE OWNER'S SIGNATURE IN THE BODY OF THE DOCUMENT.

STATE OF TEXAS

COUNTY OF TRAVIS

On _____, 20____, the Travis County Commissioners Court approved the partial vacation of the subdivision known as The Reserve at Lake Travis, as described above.

EXECUTED, this _____ day of _____, 20_____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Michael Hettenhausen
Via interoffice mail

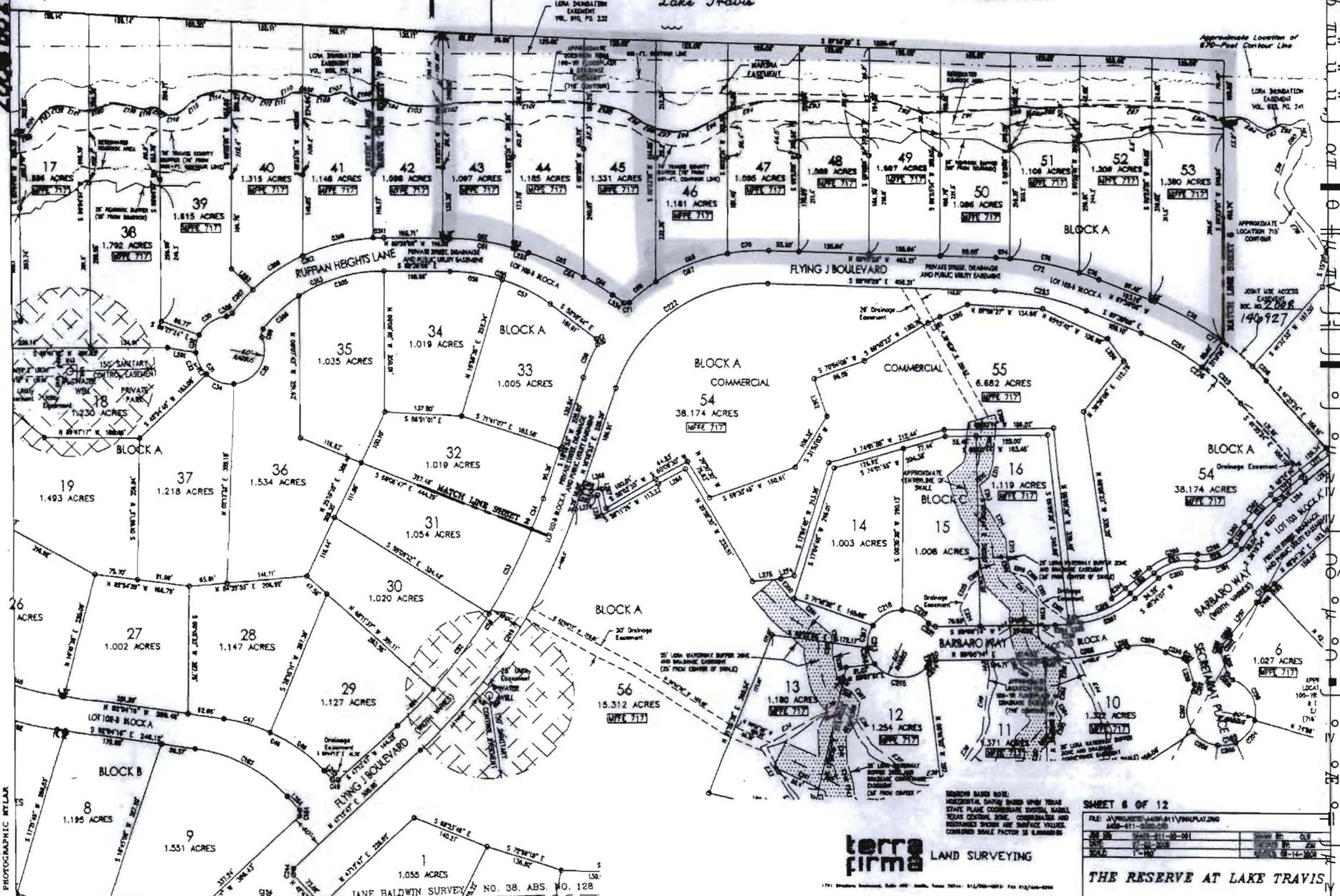
THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
AUGUST 14, 2008

Lake Travis



2008 00155

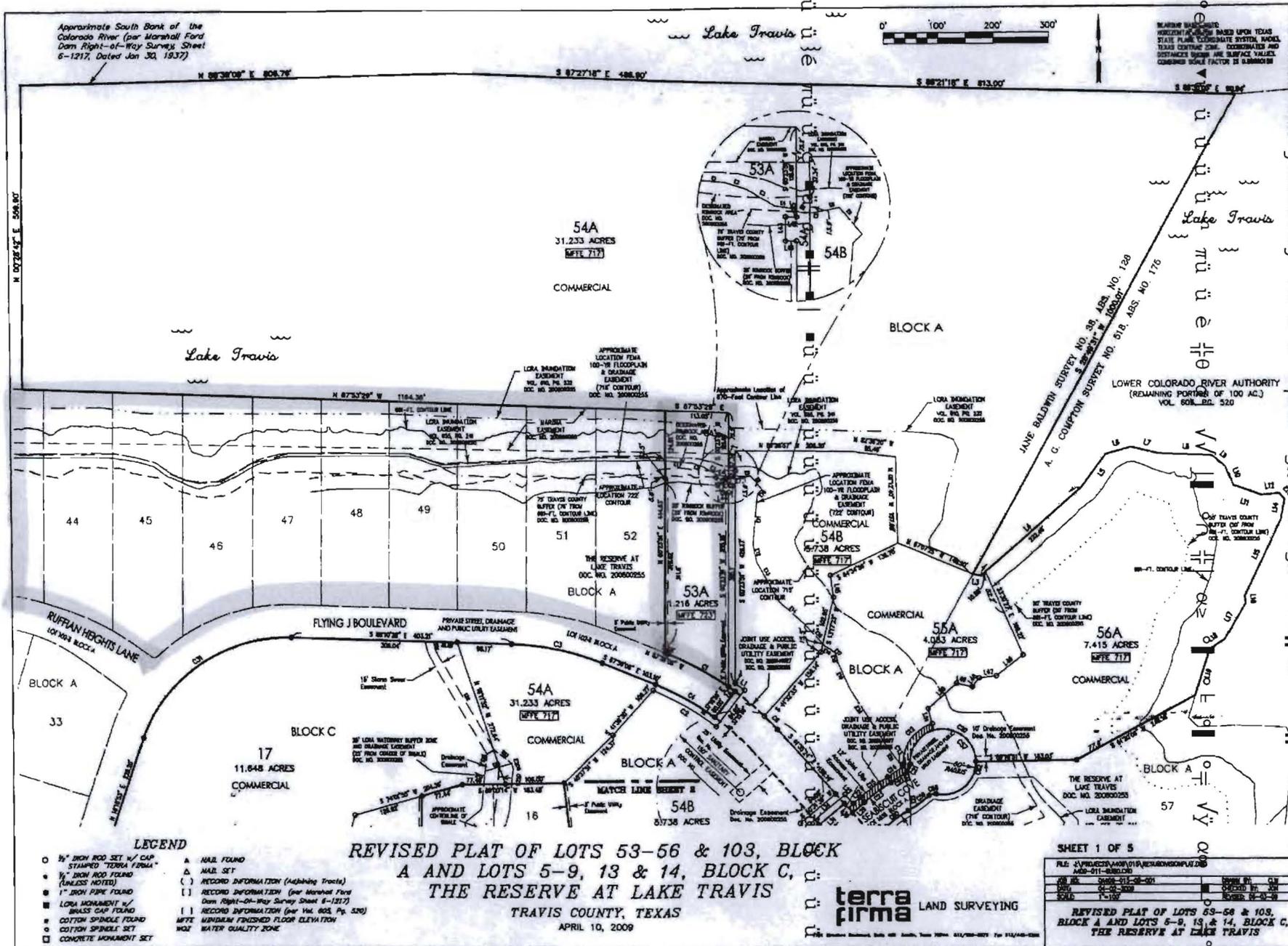


SHOWN BASED NOTE:
NECESSARY DATA BEING SUPPLIED BY TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE, COMPARISON AND DIFFERENCES SHOWN ARE SURFACE VALUES. CONSIDER SCALE FACTOR IN CALCULATIONS.

terra firma LAND SURVEYING
1711 Preston National, Suite 400, Dallas, Texas 75201, 972-782-1073, Fax 972-782-0544

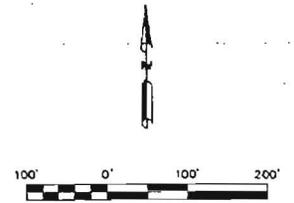
SHEET 6 OF 12
FILE: J:\PROJECTS\LAKEATL\TRAVISPLAT.DWG
DATE: 08-14-2008
SCALE: 1"=100'
THE RESERVE AT LAKE TRAVIS

PHOTOGRAPHIC METAX



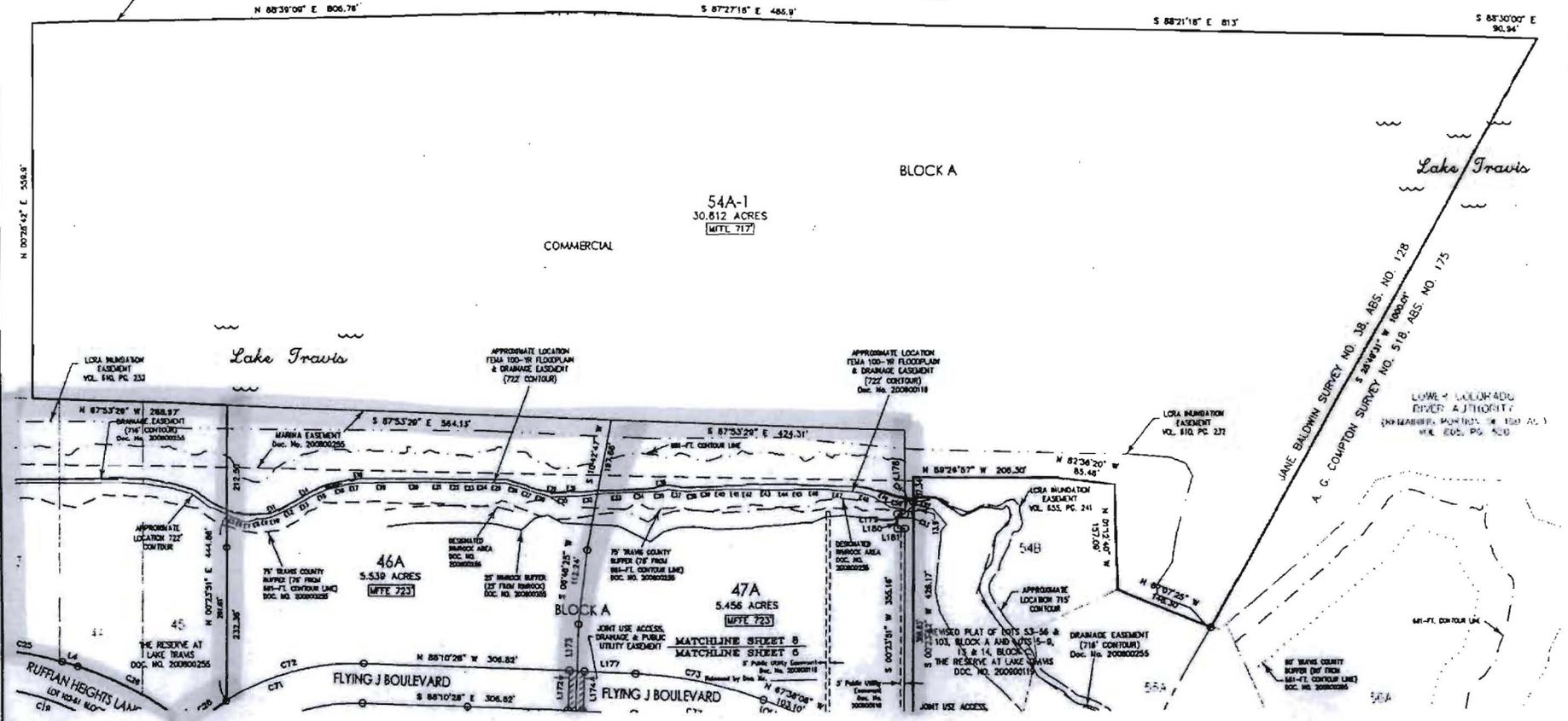
REVISED PLAT OF LOTS 53A & 54A, BLOCK A AND LOT 17, BLOCK C OF THE REVISED PLAT OF LOTS 53-56 & 103, BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS AND LOTS 46-52, 57-67 & 102-B, BLOCK A, THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
FEBRUARY 2, 2011



Approximate South Bank of the Colorado River (per Marshall Ford Dam Right-of-Way Survey, Sheet 6-1217, Dated Jan 30, 1937)

Lake Travis





NOTICE OF PUBLIC HEARING

OCTOBER 30, 2012, AT 9:00 AM

**REQUESTS FOR PARTIAL PLAT VACATIONS
OF LOTS 43 THROUGH 53 OF THE
RESERVE AT LAKE TRAVIS FINAL PLAT:
LOTS 43 THROUGH 53A OF THE REVISED
PLAT OF LOTS 53-56 & 103, BLOCK A
AND LOTS 5-9, 13 & 14 BLOCK C
THE RESERVE AT LAKE TRAVIS; AND
LOTS 43, 44, 45, 46A AND 47A OF THE
REVISED PLAT OF LOTS 53A & 54A
BLOCK A AND LOT 17, BLOCK C OF THE
REVISED PLAT OF LOTS 53-56 & 103,
BLOCK A AND LOTS 5-9, 13 & 14
BLOCK C THE RESERVE AT LAKE TRAVIS,
PRECINCT 3**

**AT THE COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION CALL: 854-7563



TRANSPORTATION AND NATURAL RESOURCES

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

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

AFFIDAVIT OF POSTING

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

A public notice of a partial plat vacation sign was posted on October 1, 2012, at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 2 DAY OF October, 2012.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: TNR / R & B Supervisor

TRANSPORTATION AND NATURAL RESOURCES

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



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

September 25, 2012

Subject: Requests for Partial Plat Vacations of lots 43 through 53 of the Reserve at Lake Travis Final Plat; lots 43 through 53A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis; and lots 43, 44, 45, 46A and 47A of the Revised Plat of Lots 53A & 54A Block A and Lot 17, Block C of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis

Dear Property Owner:

The Reserve at Lake Travis, LLC, owners of Lot 44 of the Reserve of Lake Travis Final Plat and lots 46A and 47A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis, Hal Jones, owner of Lot 45 Block A, and Russell and Glenda Harbison, owners of Lot 43 Block A of the Reserve at Lake Travis Final Plat have applied through Travis County for a partial plat vacation of the three plats that show a marina easement on these lots. Associated with that request is a State of Texas mandate that the County provides you with written notice of their request to vacate these existing plats.

The application has been scheduled for a public hearing on October 30, 2012, before the Commissioners Court. The application is entitled:

Approve setting a public hearing date for October 30, 2012, to receive comments regarding partial plat vacations of lots 43 through 53 of the Reserve at Lake Travis Final Plat; lots 43 through 53A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis; and lots 43, 44, 45, 46A and 47A of the Revised Plat of Lots 53A & 54A Block A and Lot 17, Block C of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis (Partial Plat Vacations – Six Lots – Ruffian Heights Lane and Flying J Boulevard - No Fiscal required – No Municipal jurisdiction).

In this case, the applicant is proposing to vacate portions of these three plats in order to return the lots back to raw land and remove all easements shown graphically on the three plats. Upon approval of the vacation, the owners will be able to replat the lots without the marina easement shown on the original plat and shown and referenced on the two succeeding revised plats. The partially vacated lots can then be replatted as the

Cliffside at the Reserve at Lake Travis. The vacation application has met all of Travis County requirements, and barring any new information, staff will recommend its approval at the public hearing.

You have the opportunity to offer testimony regarding this proposal at the public hearing. Public hearings are held in the Commissioners Courtroom in the Travis County Administration Building, 700 Lavaca Street, 1st Floor. The sessions are on Tuesday and begin at 9:00 A.M. Should you require additional information about this application or the public hearing, please contact me.

Sincerely,

X



Signed by: Michael Hettenhausen

Michael Hettenhausen
Planner, Development Services

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOME BUYERS

CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS
TRAVIS COUNTY, TEXAS
June 21, 2012

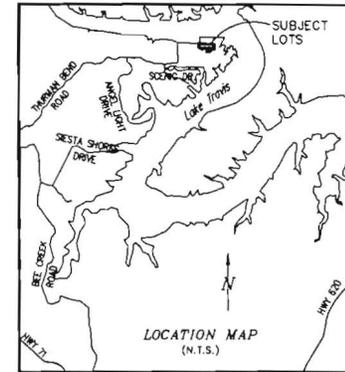
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENTS MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.



SHEET 1 OF 4

FILE: J:\Projects\A409\Job 019\Survey\Drawing Files\A409-019-Replot.dwg		DRAWN BY: MSC	
J:\Projects\A409\Job 011\Point Files\A409-011-SUB0.crd		CHECKED BY: JON	
JOB NO: A409-019-00/001	DATE: June 21, 2012	SCALE: 1"=100'	REVISED:

terra firma LAND SURVEYING

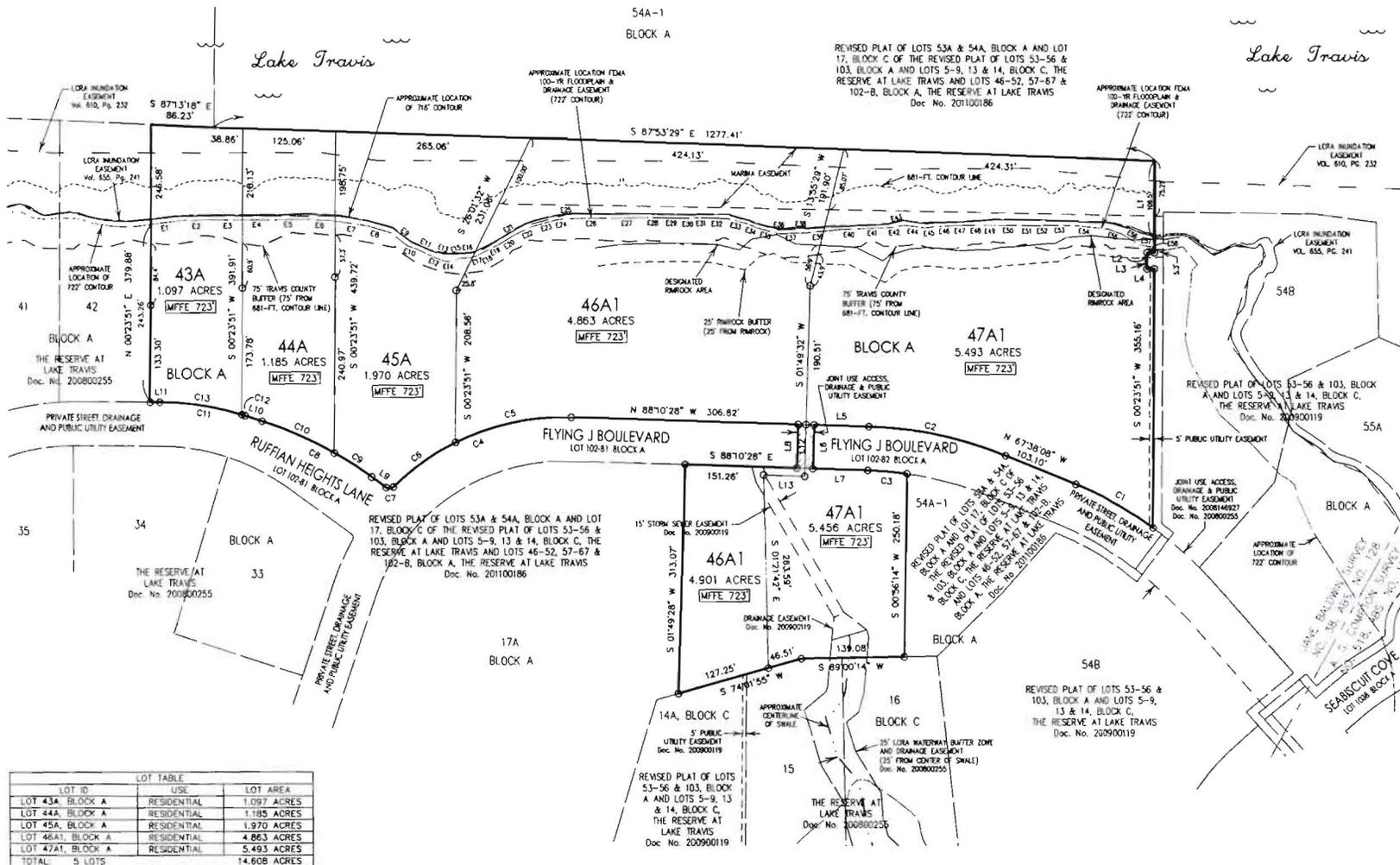
1701 Directors Boulevard, Suite 400 - Austin, Texas 78744 512/328-8373 Fax 512/445-2286

CLIFFSIDE AT
THE RESERVE AT LAKE TRAVIS

CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS

June 21, 2012



LINE	BEARING	DISTANCE
L1	S 00°23'51" W	125.00
L2	N 89°36'09" W	10.00
L3	S 00°23'51" W	22.00
L4	S 89°36'09" E	10.00
L5	N 89°10'28" W	74.30
L6	S 01°49'32" W	60.00
L7	S 89°10'28" E	74.30
L8	N 01°49'32" E	60.00
L9	S 52°18'44" E	24.71
L10	S 71°50'34" E	24.19
L11	N 89°36'09" W	13.37
L12	S 01°49'32" W	71.02
L13	N 89°10'28" W	55.75

LINE	BEARING	DISTANCE
E1	N 83°04'58" E	41.67
E2	N 88°41'59" E	42.71
E3	S 89°51'27" E	41.47
E4	S 89°51'27" E	38.53
E5	N 88°44'22" E	45.86
E6	S 86°16'33" E	39.50
E7	S 81°03'21" E	45.31
E8	S 73°03'44" E	31.59
E9	S 52°19'57" E	29.75
E10	S 71°19'51" E	11.33
E11	S 84°46'55" E	16.84
E12	S 80°08'22" E	16.79
E13	S 69°04'04" E	2.65
E14	S 88°04'33" E	8.34
E15	N 69°29'49" E	12.27
E16	N 85°16'44" E	15.08
E17	N 73°17'46" E	7.05
E18	N 84°13'52" E	12.07
E19	N 82°30'11" E	24.03
E20	N 58°50'23" E	19.30
E21	N 50°49'21" E	8.43
E22	N 64°40'14" E	12.58
E23	N 75°31'57" E	34.16
E24	N 82°27'00" E	9.97
E25	N 88°14'00" E	11.71
E26	N 88°11'49" E	21.47
E27	N 88°41'15" E	44.14
E28	S 86°45'18" E	24.49
E29	N 89°08'06" E	30.70
E30	S 88°20'19" E	12.04
E31	N 96°47'14" E	9.80
E32	S 87°09'28" E	38.65
E33	S 74°57'43" E	26.41
E34	S 88°21'56" E	15.19
E35	S 74°24'01" E	27.80
E36	S 86°43'18" E	7.89
E37	N 85°07'29" E	18.12
E38	S 89°30'19" E	13.06
E39	N 84°22'24" E	10.64
E40	N 89°09'10" E	15.35
E41	N 87°31'46" E	50.46
E42	N 84°38'37" E	6.41
E43	S 87°39'42" E	10.64
E44	S 83°06'44" E	48.38
E45	N 82°37'43" E	12.54
E46	N 86°45'24" E	24.82
E47	N 86°28'10" E	18.12
E48	N 89°54'14" E	23.02
E49	N 88°24'15" E	8.32
E50	S 88°45'21" E	44.77
E51	N 89°05'36" E	15.74
E52	N 88°41'14" E	11.30
E53	S 89°29'30" E	40.52
E54	S 84°28'42" E	45.68
E55	S 70°50'19" E	20.46
E56	S 58°21'0" E	29.36
E57	S 81°06'14" E	17.02
E58	S 51°42'59" E	3.85

LOT ID	USE	LOT AREA
LOT 43A, BLOCK A	RESIDENTIAL	1.097 ACRES
LOT 44A, BLOCK A	RESIDENTIAL	1.185 ACRES
LOT 45A, BLOCK A	RESIDENTIAL	1.970 ACRES
LOT 46A1, BLOCK A	RESIDENTIAL	4.863 ACRES
LOT 47A1, BLOCK A	RESIDENTIAL	5.493 ACRES
TOTAL 5 LOTS		14.608 ACRES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	530.00'	123.00'	122.73'	N 50°59'13" W
C2	530.00'	189.89'	188.92'	N 72°54'18" W
C3	470.00'	59.94'	52.91'	N 84°56'52" W
C4	330.00'	267.32'	280.07'	S 88°37'08" W
C5	330.00'	162.03'	180.41'	S 77°45'34" W
C6	330.00'	105.29'	104.85'	S 54°33'10" W
C7	7.50'	10.64'	9.72'	N 86°03'00" E
C8	517.50'	167.37'	156.64'	N 62°34'39" W
C9	517.50'	60.52'	60.48'	N 58°39'44" W
C10	517.50'	106.85'	106.66'	N 62°55'40" W
C11	380.00'	117.29'	117.32'	N 80°43'22" W
C12	380.00'	4.49'	4.49'	N 72°0'52" W
C13	380.00'	113.30'	112.88'	N 81°03'39" W



LEGEND

○ 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"

MFFE MINIMUM FINISHED FLOOR ELEVATION

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99990156

FILE: J:\Projects\A409\Job 019\Survey\Drawing Files\A409-019-Resplat.dwg
J:\Projects\A409\Job 011\Point Files\A409-011-SUB0.crs

JOB NO: A409-019-00/001
DATE: June 21, 2012
SCALE: 1"=100'

DRAWN BY: MSC
CHECKED BY: JOW
REVISED: August 15, 2012



1701 Ortractors Boulevard, Suite 400 Austin, Texas 78744 512/328-8373 Fax 512/443-2286

CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS

CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS

June 21, 2012

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

That, The Reserve at Lake Travis, LLC, acting herein by and through Hal Jones, President, owner of Lot 44, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Texas, and Lots 46A and 47A, Revised Plat of Lots 53A & 54A, Block A and Lot 17, Block C of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis and Lots 46-52, 57-67 & 102-B, Block A, The Reserve at Lake Travis, as Recorded in Document No. 201100186 of the Official Public Records of Travis County, Texas, as conveyed to it by special warranty deed recorded in Document No. 2008082125 of the Official Public Records of Travis County, Texas, that Hal Jones owner of Lot 45, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Texas, as conveyed to him by special warranty deed recorded in Document No. 2012016896 of the Official Public Records of Travis County, Texas, and that Russell and Glenda Horbison, acting herein by and through Hal Jones, Power of Attorney, owners of Lot 43, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Texas, as conveyed to them by general warranty deed recorded in Document No. 2012122867 of the Official Public Records of Travis County, Texas, said Lots being 14,608 acres out of the Jane Baldwin Survey No. 38, Travis County, Texas; Lots 43-53, Block A, Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255, Lot 53A, Block A, Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200900119, and Lots 46A and 47A, Block A, Revised Plat of Lots 53A & 54A, Block A and Lot 17, Block C of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis and Lots 46-52, 57-67 & 102-B, Block A, The Reserve at Lake Travis, as Recorded in Document No. 201100186, all of the Official Public Records of Travis County, Texas having been vacated by Document No. _____ of the Official Public Records of Travis County, Texas; Said subdivision having been approved for subdivision pursuant to Chapter 232 of the Texas Local Government Code, do hereby subdivide said 14,608 acres of land in accordance with this plat, to be known as CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS, subject to the covenants and restrictions shown hereon, and hereby dedicates to the owners of the lots in the subdivision, public utilities serving the subdivision, emergency service providers with jurisdiction, and public service agencies, the use of all the private streets and other easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released. The maintenance and payment of real property taxes on such private streets are the responsibility of the owner(s) of the subdivision or any duly constituted homeowners association under that certain instrument of record in Document No. 2008141043 of the Official Public Records of Travis County, Texas. An express easement is hereby granted across said private streets and any common areas for the use of the surface for all governmental functions, vehicular and nonvehicular, including fire and police protection, solid and other waste material pickup and any other purpose any governmental authority deems necessary, and do further agree that all governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of said private streets and any common area as a result of any such use by governmental vehicles.

All private streets shown hereon (Flying J Boulevard, and Ruffion Heights Lane) and any security gates or devices controlling access to such streets will be owned and maintained by the homeowners association of this subdivision.

WITNESS MY HAND, this the 12th day of September 2012 A.D.

Hal Jones, President
The Reserve at Lake Travis, LLC
2208 Seabiscuit Cove, Unit 132
Spicewood, TX 78669

STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority on this day personally appeared Hal Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Christiana Spiropoulos
Notary Public, State of Texas
Print Notary's Name
My Commission Expires: 6-4-2016

WITNESS MY HAND, this the 12th day of September 2012 A.D.

Hal Jones
2208 Seabiscuit Cove, Unit 132
Spicewood, TX 78669

STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority on this day personally appeared Hal Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Christiana Spiropoulos
Notary Public, State of Texas
Print Notary's Name
My Commission Expires: 6-4-2016

WITNESS MY HAND, this the 12th day of September 2012 A.O.

Hal Jones, Power of Attorney for Russell and Glenda Horbison
915 San Marino
Sugar Land, Texas 77478

STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority on this day personally appeared Hal Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Christiana Spiropoulos
Notary Public, State of Texas
Print Notary's Name
My Commission Expires: 6-4-2016

I, Jonathan O. Nobles, am authorized under the laws of the State of Texas to practice the profession of surveying, and hereby certify that this plat, is true and correct to the best of my ability, and was prepared from an actual survey of the property made under my supervision on the ground.

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date: 8/30/2012
TERRA FIRMA LAND SURVEYING
1701 Directors Boulevard, Suite 400
Austin, Texas 78744

FLOOD PLAIN NOTE:

The 100-year floodplain is contained within the drainage easement as shown hereon. A portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), No. 48453C0215 H, Travis County, Texas, dated September 26, 2008, Community No. 481026.

I, John A. Clark, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plat is true and correct to the best of my knowledge.

John A. Clark
Registered Professional Engineer No. 81398
Date: 8-29-12
LJA Engineering & Surveying, Inc.
5316 Highway 290 West
Austin, TX 78735

This subdivision is located in Travis County only and is not within the City of Austin's extra-territorial jurisdiction, this the ___ day of ___ A.D. 20___ A.D.

Greg Guernsey, AICP, Director
City of Austin Planning and Development Review Department

TRAVIS COUNTY COMMISSIONERS' COURT RESOLUTION

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The building of all streets, roads, and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares or in connection therewith, is the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The owner(s) of the subdivision shall construct the subdivision's street and drainage improvements (the "improvements") to County Standards in order for the County to accept the public improvements for maintenance or to release Fiscal Security posted to secure private improvements. To secure this obligation, the owner(s) must post fiscal security with the county in the amount of the estimated cost of the improvements. The owner(s)' obligation to construct the improvements to County Standards and to post the Fiscal Security to secure such construction is a continuing obligation binding on the owners and their successors and assigns until the public improvements have been accepted for maintenance by the county, or the private improvements have been constructed and are performing to County Standards.

The authorization of this plat by the Commissioners Court for filing or the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be part of the Developer's construction.

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, Dana DeBeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the ___ day of ___ 20___ A.O., the Commissioners' Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County, the ___ day of ___ 20___ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

STATE OF TEXAS)
COUNTY OF TRAVIS)

I, Dana DeBeauvoir, Clerk of Travis County, Texas do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the ___ day of ___ 20___ A.D., at ___ o'clock ___ M., and duly recorded on the ___ day of ___ 20___ A.D. at ___ o'clock ___ M., of said County and State in Document No. ___ Official Public Records of Travis County.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK of said County the ___ day of ___ 20___ A.D.

Dana DeBeauvoir, County Clerk, Travis County, Texas

Deputy

SHEET 3 OF 4

Table with 2 columns: Field Name and Value. Fields include FILE, JOB NO., DATE, SCALE, DRAWN BY, CHECKED BY, REVSID.

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 Austin, Texas 78744 512/328-8373 Fax 512/445-2288

CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS

CLIFFSIDE AT THE RESERVE AT LAKE TRAVIS
TRAVIS COUNTY, TEXAS
 June 21, 2012

PLAT NOTES:

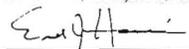
1. This subdivision is located in Travis County; however, it does not lie in any city's regulated ETJ or corporate limits.
2. There are areas within the proposed subdivision with slopes greater than 35%.
3. Water service will be provided by a public water system, individual on-site wells, or a water source approved for human consumption. Wastewater service will be provided by on-site sewage facilities. Electric service will be provided by Pedernales Electric Cooperative, Inc. Telephone service will be provided by AT&T. Organized gas service will not be provided.
4. All private streets will be owned and maintained by the homeowner's association. All joint use driveways will be owned by the owners of the lots adjoining such joint use driveways as reflected on the plat and all such driveways will be maintained by the homeowner's association.
5. No structure shall be occupied until connected to an approved private individual sewage disposal system and until water satisfactory for human consumption is available from a source in adequate and sufficient supply.
6. No construction or other development within this subdivision may begin until all Travis County and LCRA development permit requirements have been met.
7. All lots will access private streets via driveways, with minimum culvert size of 18".
8. All property herein is subject to the Lower Colorado River Authority's Highland Lakes Watershed Ordinance. Written notification and/or permits are required prior to commencing any development activities. Contact LCRA Watershed Management at 1-800-776-5272, extension 2324 for more information.
9. This plan was designed in accordance with the Travis County Interim rules and LCRA water quality management technical manual.
10. All private streets shown herein and any security gates or devices controlling access to such streets will be owned and maintained by the homeowners association of this subdivision.
11. Elevation Benchmark:
 LCRA brass disk located on Lot 56A, Block A as shown on Sheet 2 of Plat, Doc. No. 200900119.
 Elevation=711.22 (NAVD 88 Datum)
12. A Travis County development permit is required prior to site development.
13. No objects, including but not limited to, buildings, fences, or landscaping, shall be allowed in a drainage easement except as approved by Travis County.
14. Property owner and/or his/her assigns shall provide for access to the drainage easements as may be necessary and shall not prohibit access by Travis County for inspection of said easements.
15. All drainage easements on private property shall be maintained by the owner and/or his/her assigns.
16. The Marina Easement is an easement area over which the Marina may encroach on those lots affected and in which no private boat dock may be installed.
17. Developer acknowledges that as part of its buyers' efforts to obtain a building permit prior to construction, the buyers will be required to submit design plans for utility service to those lots within the floodplain.
18. A Flood Evacuation Plan and a Fire Evacuation Plan has been adopted by the Homeowner's Association that is recorded at Document Number 2008141044.
19. Development within a waterway zone buffer is prohibited except as follows or as provided in the Travis County Code:
 (i) A fence is permitted only if it does not obstruct flood flows.
 (ii) A park or similar open space use, other than a parking lot, is permitted only if a program of fertilizer, pesticide, and herbicide use is approved. Park development is limited to hiking, jogging, or walking trails and outdoor facilities, and excludes stables and corrals for animals.
 (iii) Along Lake Travis a boat dock, pier, wharf, or marina and necessary access and appurtenances, is permitted.
 (iv) A utility line may cross a waterway buffer zone.
 (v) Detention basins and floodplain alterations are permitted if the requirements of Section 82.207 and the other provisions of this chapter are met.
 (vi) A minor waterway buffer zone may be crossed by a residential or commercial street or driveway if necessary to provide access to property that cannot otherwise be safely accessed.
 (vii) All street and utility crossings shall be designed and constructed to minimize pollution of the waterway to the greatest extent practicable.
20. Developer will provide to the buyers prior to selling any lot a survey of the lot that includes bearings and distances of the environmental buffers that affect the lot, and the Developer will advise the buyers that they will have to include the environmental buffers on any site plans they submit to Travis County as part of their permit applications.
21. For plat notes and restrictions for all lots not associated with this revised plat, see The Reserve at Lake Travis Final Plat, Document No. 200800255 and The Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis, Document No. 200900119, both of the Official Public Records of Travis County.

Travis County Environmental Plat Notes.

1. Variances to 82.202(a)(2), Dual Access (Requires a new subdivision must have at least two access streets connecting to a different external street), 82.209(c)(3)(D), Buffer Zones for Waterways (Requires a 75 foot buffer from the 681 foot mean sea level contour line), 82.209(c)(b)(D), Buffer Zones for Environmentally Sensitive Features (Establishes a 50-foot buffer zone behind canyon rim rock and bluff crest lines), and 82.209(d)(1), Cut and Fill (Requires a cut and fill load balancing to be limited to a maximum of 8 feet) were granted by Travis County Commissioners' Court.
2. No cut or fill on any lot may exceed 8 feet, excluding driveways, with the exception of lots 54A-1, 57A, 58A and 61A-66A which are approved for a variance from the 8 foot fill limit. The applicant must prepare, submit, and obtain approval for an erosion and sedimentation control plan for these lots at the time of site plan and/or development permit.
3. Floodplain storage must be maintained. Detailed plans for maintaining floodplain storage will be required with construction plans and construction of individual homes.
4. Construction activities on all individual lots are required to implement temporary and permanent Best Management Practices (BMPs), including erosion and sediment controls, for protection of storm water runoff water quality. Construction activities disturbing one acre or greater must also develop and implement a Storm Water Pollution Prevention Plan which includes BMP controls. For any lots with Travis County buffer zones, floodplain, or any areas with slopes greater than 10%, builders will be required to submit all necessary information to accomplish both interim and final BMP measures at the permitting stage. Final measures will be in place prior to the issuance of a certificate of occupancy.
5. For lots 46A1 and 47A1, Block A, the 25 foot buffer from the bluff and rimrock establishes the limits of disturbance and no encroachment of this area allowed for both the construction phase and post-construction uses unless otherwise approved by Travis County. These limits must be clearly noted on both the final plat and construction plans and must be noted in deed restrictions. Outside the limits of disturbance (i.e., outside the construction envelope), natural vegetation shall be maintained and protected; construction is prohibited; and wastewater disposal or use of wastewater for irrigation is prohibited. Prior to any construction on these lots, the applicant must prepare, submit and obtain approval from Travis County for a site-specific and detailed erosion and sedimentation control plan for the construction phase. This plan shall provide detailed specific information on erosion and sedimentation controls and best management practices that will be employed to prevent polluted stormwater from all construction-related activities from entering surface waterways or groundwaters during construction until vegetation is permanently established on the site. This plan must include provisions for self assessment of the field conditions; corrections to better match BMPs to field conditions; assessment and correction of deficiencies; and independent monitoring of performance.
6. For lots 46A1 and 47A1, Block A, both the 75-foot buffer from Lake Travis and the modified buffer from the bluff and rim rock lines (pursuant to variance requests) must be indicated on the final plat, in construction plans, and in deed restrictions.
7. Each individual lot owner of each lot containing FEMA 100 year floodplain is responsible for balancing the amount of fill brought into the 100 year floodplain. The owners at these lots are required to submit information regarding the specific volumes of fill and a fill balancing plan as part of the permitting application. The fill balancing plan must be approved with the permit.

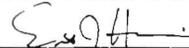
ON-SITE WASTEWATER SYSTEM NOTE:

Each and every on-site wastewater facility installed within the Lower Colorado River Authority's Water Quality Zone as it relates to this subdivision must be permitted, inspected and licensed for operation under those terms, standards and requirements of the Texas Commission on Environmental Quality and L.C.R.A., as are in effect at the time such applications for permits and licenses are made. Certain single family residential lots may require professionally designed wastewater disposal systems, due to topographical, geological and water well considerations.


 Lower Colorado River Authority 9-5-2012
 Date

Waterway Buffer Zone Plat Note:

The Waterway Buffer Zone Easement is for the protection of the environment by improving the quality of stormwater runoff from developed lands. The native land or management practices within the Easement are to help maintain clean water in creeks, rivers and lakes. No structure or improvements, other than native plant enhancement or maintenance of the area in accordance with LCRA rules, may be placed or performed within the Easement without specific prior authorization and approval in writing from the LCRA, its successors or assigns, or other governmental entity with authority to permit such improvement for the protection of the environment. The Easement shall be maintained by each lot owner by preserving and restoring native vegetation. The Easement may not be amended except by express written agreement of the LCRA, its successors or assigns, or other governmental entity with proper authority.


 Lower Colorado River Authority 9-5-2012
 Date

SHEET 4 OF 4

FILE: J:\Projects\A409\Job 019\Survey\Drawing Files\A409-019-Repeat.dwg	
J:\Projects\A409\Job 011\Point Files\A409-011-SUBD.crd	
JOB NO: A409-019-00/001	DRAWN BY: MSC
DATE: June 21, 2012	CHECKED BY: JOW
SCALE: 1"=100'	REVISED: June 26, 2012

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 - Austin, Texas 78744 - 512/328-8373 Fax 512/443-1286

**CLIFFSIDE AT
 THE RESERVE AT LAKE TRAVIS**



Item 21

Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Robert Armistead **Phone #:** 854-9831

Division Director/Manager: Charles Bergh

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Circuit of the Americas for the use of Richard Moya Park as a bicycle staging area for cyclists who will be riding shuttle buses to the F1 Races on November 16-18, 2012.

BACKGROUND/SUMMARY OF REQUEST:

Circuit of the Americas is requesting the use of Richard Moya Park as a bicycle staging area for cyclists who will be riding shuttle buses to the F1 races on November 16-19, 2012. Cyclists who ride their bikes to Moya Park will be provided transportation to the races. The licensee will be responsible for setting up and dismantling any structures associated with the staging area. The park and its amenities will remain open for other park users.

STAFF RECOMMENDATIONS:

Staff recommends approval of this license agreement.

ISSUES AND OPPORTUNITIES:

This is an opportunity to provide alternative transportation options for those attending the F1 races. By offering this service in the park, we are attracting new visitors to our recreation areas as well as building positive working relationships.

The bicycle staging area will be open from 7:00 a.m. until 8:00 p.m. each day Friday through Sunday, November 16-18, 2012, This will help relieve congestion on area roads while supporting an event that has a positive economic impact to Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

There would be no budgetary or fiscal impact associated with this request. Circuit of the Americas will pay the normal fees for ballfied reservations and will pay for operational expenses needed for the event.

ATTACHMENTS/EXHIBITS:

Licence Agreement

Park Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Chris Gilmore	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Director	Parks	854-9408
Steve Elliott	Director of Transportation	Circuit of the Americas	394-3899
Edgar Farrera	Director of Sustainability	Circuit of the Americas	394-3891

CC:

Daniel Chapman	Chief Ranger	Parks	263-9114
Robert Armistead	Parks Division Manager	Parks	854-9831
Kurt Nielsen	Parks District Manager	Parks	854-7218
JD Taylor	Park Supervisor	Parks	279-1227

: :
4501 - Park Svs -

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (the "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Circuit of the Americas, LLC ("Licensee").

WHEREAS, County is the owner of Richard Moya Park located at 10001 Burleson Road, Austin, Texas (the "County Park");

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

WHEREAS, Licensee desires to exercise certain rights and privileges in the County Park in conjunction with the 2012 Formula 1 United States Grand Prix (the "Event") taking place at the Circuit of the Americas on Friday, November 16, 2012 through Sunday, November 18, 2012.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) the right to use County Park for a bicycle staging area at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); (b) the right to pass out fliers to Event attendees describing the Event and emphasizing the need to comply with County Park rules and regulations; (c) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to provide a bike valet service in pre-approved areas; and (d) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties

(portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee shall, at its own expense, provide operational expenses for each of the three (3) day of the Event.

1.4 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of parking signs along designated parking areas; (b) pre-Event setup and staging activities; and Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee agrees to and shall repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.

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

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

1.7 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License granted hereunder is between approximately 6:00 A.M. Friday, November 16, 2012 through 9:00 P.M. Sunday, November 18, 2012.

III. PAYMENT TO COUNTY

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

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers, and maintenance through employment through Travis County Park Maintenance Staff.

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

IV. PERMITS

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

V. USE AND REPAIRS

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

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PARK PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE

PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PARK.

VI. INDEMNIFICATION

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

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

VII. CONTROL OF TRAVIS COUNTY

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

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

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

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

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

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

VIII. NOTICES

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

If to Licensee: Steve Elliott
Director of Transportation
Circuit of the Americas, LLC
301 Congress Avenue, Suite 200
Austin, Texas 78701

Secondary Contact:
Edgar Farrera
Circuit of the Americas, LLC
301 Congress Avenue, Suite 200
Austin, Texas 78701

If to County: Steven Manilla
County Executive
Transportation and Natural Resources Department
P.O. Box 1748
Austin, TX 78767

IX. MEDIATION

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

X. AMENDMENTS

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

XI. NON-WAIVER AND RESERVATION OF RIGHTS

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

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

XII. MISCELLANEOUS

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

12.2 This Agreement shall be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns. Neither County nor Licensee may assign, sublet or transfer its interest in or the

obligations hereunder of this Agreement without the written consent of the other party hereto.

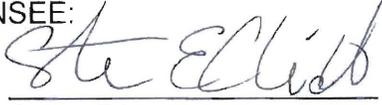
12.3 The property covered by this Agreement is located in Travis County, Texas, and all activities and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:
By: 
Steve Elliott
Director of Transportation
Circuit of the Americas, LLC

Date: 10-10-12

AGENCY CUSTOMER ID: _____

LOC # _____

CERTIFICATE: 1666396 DATE ISSUED: 10/09/12

ACORDTM

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY K & K INSURANCE GROUP, INC.		NAMED INSURED CIRCUIT OF THE AMERICAS, LLC 301 CONGRESS, SUITE 220 AUSTIN, TX 78701	
POLICY NUMBER GL KEO0002725400 EX XKO0002726100			
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

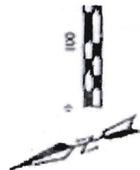
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED:

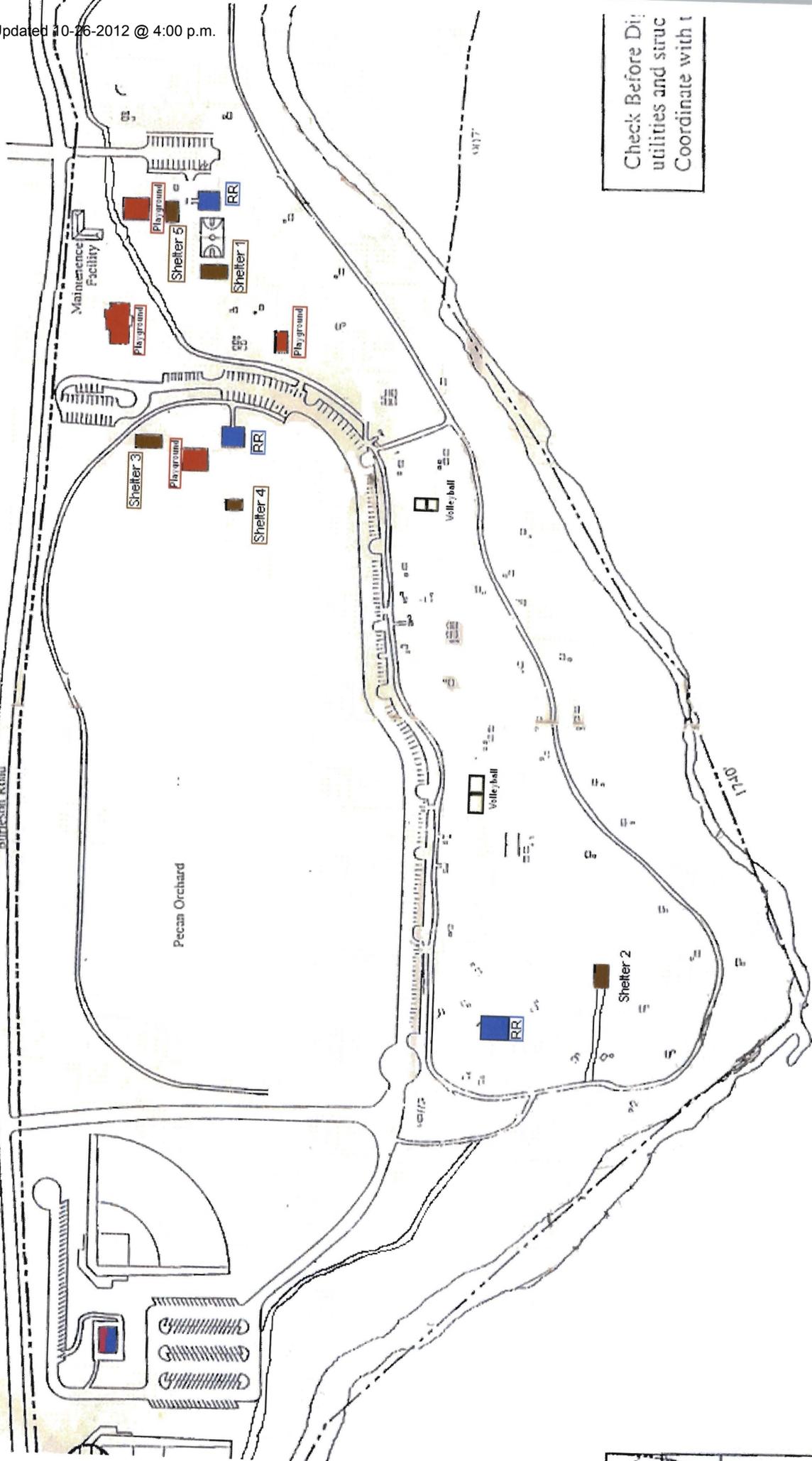
- A. ANY PERSON OR ORGANIZATION ENGAGED IN OPERATING, MANAGING, SANCTIONING, SPONSORING THE "COVERED PROGRAM", OR PROVIDING THE "PREMISES" FOR A "COVERED PROGRAM", INCLUDING OFFICIALS OF THE "COVERED PROGRAM".
- B. ANY "PARTICIPANT", "COMPETITION VEHICLE" OWNER AND "COMPETITION VEHICLE" SPONSOR.
- C. THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS, THE UNIVERSITY OF TEXAS AT AUSTIN, AND ITS OFFICERS, AGENTS, AND EMPLOYEES; BUT ONLY AS RESPECTS TO THE OPERATION OF THE NAMED INSURED.

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Burgeson, Kewau







Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Teresa Calkins **Phone #:** 854-7569

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Three:

- A) An exemption from platting requirements for The Cabins at Lake Travis Condominiums – twenty (20) single-family detached units; and
- B) A Condominium Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

The proposed condominium project includes the construction of 20 new residential units with parking, driveways, drainage and utility infrastructure to support the project. The development will take access from Barbaro Way, a private street located in The Reserve at Lake Travis Subdivision. The Travis County Fire Marshal's office has reviewed and approved the development.

Water will be provided by an existing approved public water system, and sewage services will be provided by sewerage facilities permitted by LCRA. No detention facilities are proposed for the development since drainage conveyance is provided directly to Lake Travis.

All finished floor elevations will be placed one foot above the current Lake Travis 100 year FEMA floodplain elevation of 722' msl. The project has also been reviewed by LCRA and complies with LCRA Highland Lakes Ordinance.

STAFF RECOMMENDATIONS:

As this condominium site plan application meets Travis County standards, TNR staff supports granting an exemption to platting for the proposed condominium project.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

Site location map

Site plan

Construction agreement

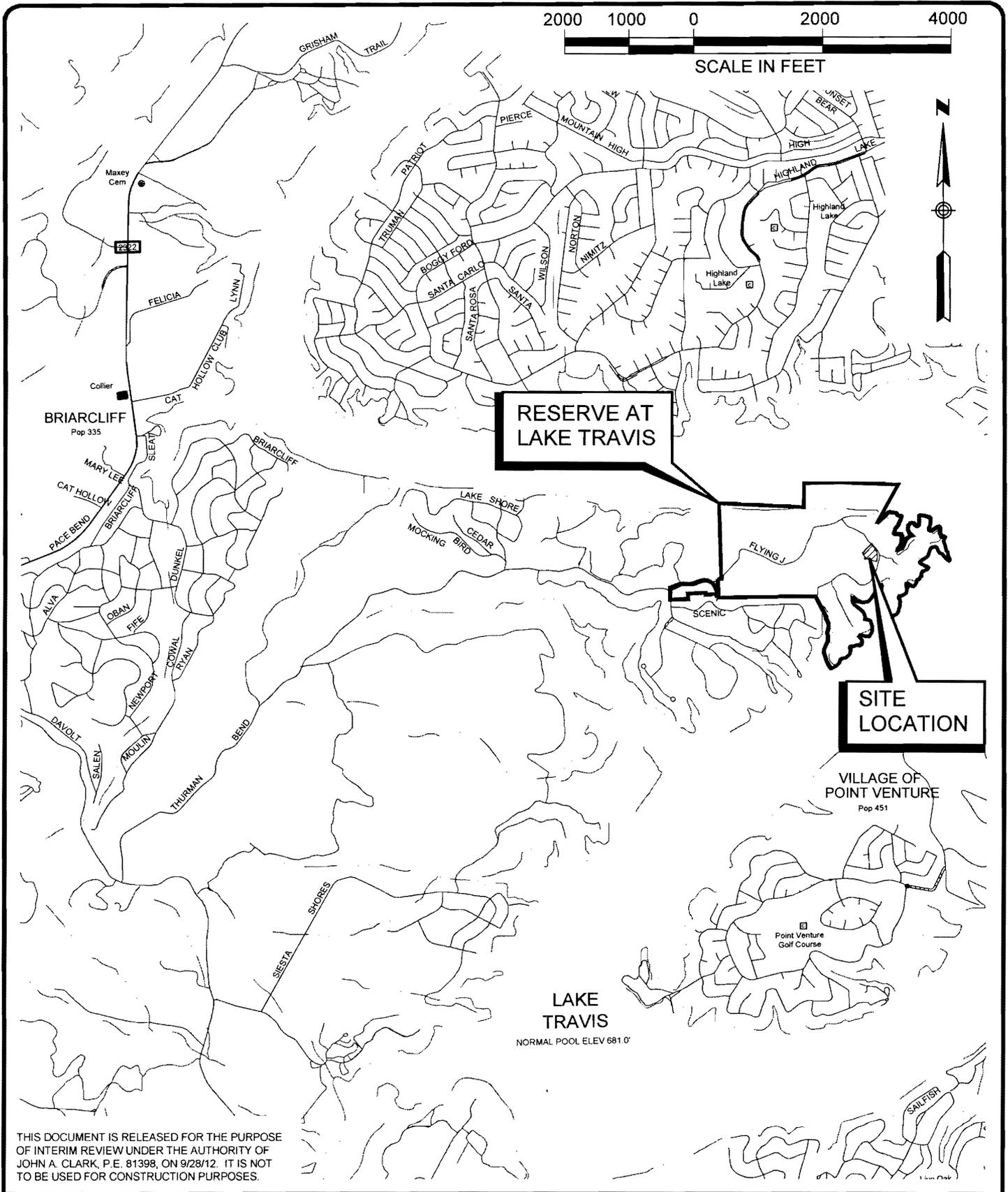
REQUIRED AUTHORIZATIONS:

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

CC:

TC:tc:

1101 - Development Svs- The Cabins at Lake Travis Condominiums



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 9/28/12. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

I:\A177\401\Cabins\site development plans\exhibits\cab-loc-exhibit.dwg

LJA Engineering, Inc.

5316 Highway 290 West
Suite 150
Austin, Texas 78735



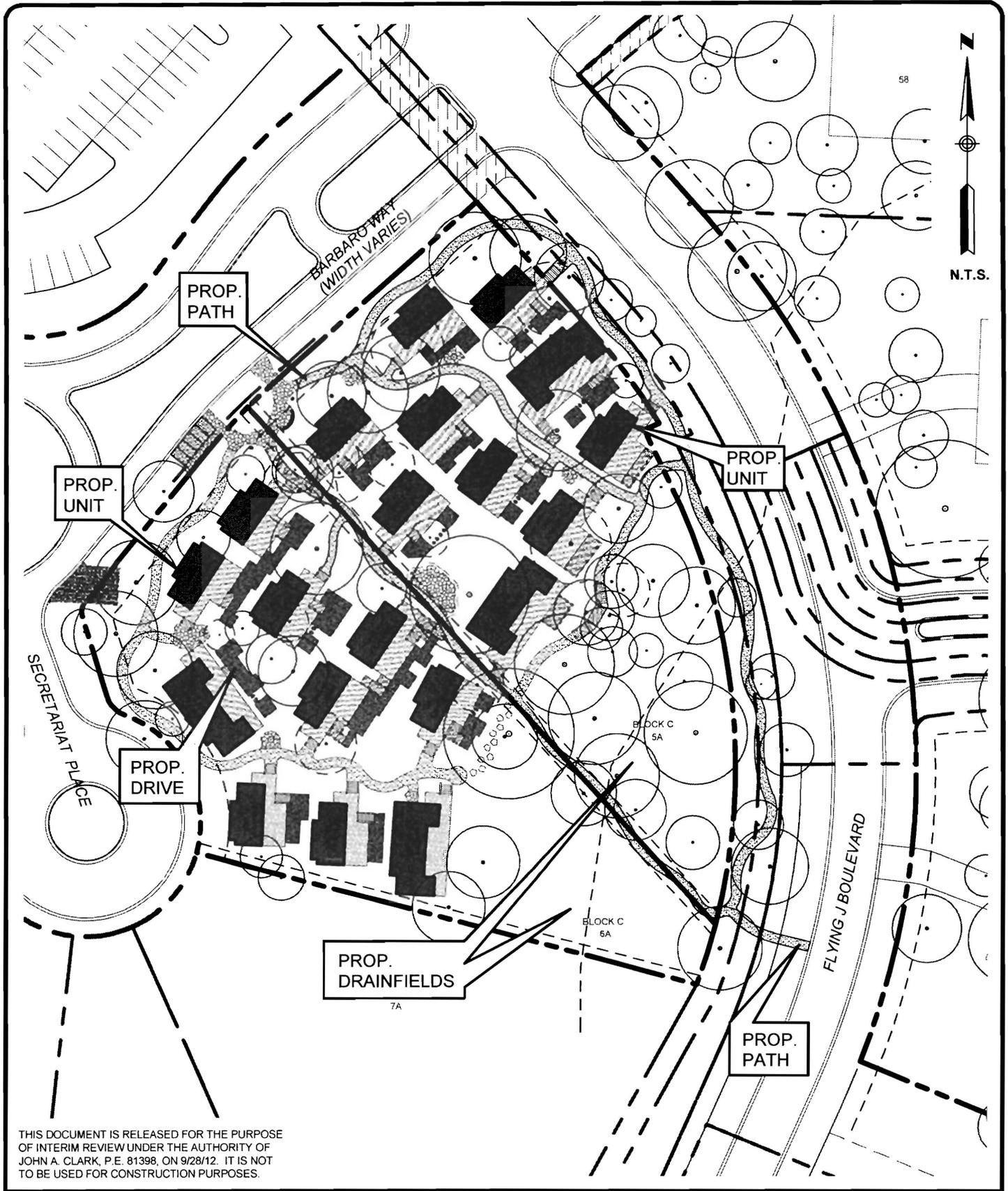
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

**THE RESERVE AT LAKE TRAVIS
THE CABINS**

LOCATION MAP EXHIBIT

CAB-LOC-EXHIBIT.DWG

1 OF 1



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN A. CLARK, P.E. 81398, ON 9/28/12. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LJA Engineering, Inc.

5316 Highway 290 West
Suite 150
Austin, Texas 78735



Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

**THE RESERVE AT LAKE TRAVIS
THE CABINS**

SITE PLAN EXHIBIT

CAB-SITE-EXHIBIT.DWG

1 OF 1

COPY

THE CABINS AT LAKE TRAVIS CONDOMINIUMS
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between THE RESERVE AT LAKE TRAVIS, LLC, a Texas limited liability company, 2208 Seabiscuit Cove, Unit 132, Spicewood, Texas 78669 (the "**Developer**"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "**County**"), hereinafter collectively referred to as the "**Parties**", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the "**Regime**") on approximately 2.029 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "**Property**") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private walkways (the "**Private Walkways**") and drainage improvements (the "**Drainage Improvements**") described in The Reserve at Lake Travis, The Cabins Site Plan Condominiums ("**Construction Plans**").

C. The Private Walkways will be constructed in one phase, as described in the Construction Plans and as depicted on Exhibit "B".

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Walkways and Drainage Improvements with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agrees as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Walkways and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Walkways and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Walkways and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer

that the Private Walkways and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Walkways or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Walkways.

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of four thousand seven hundred seventy-six dollars and forty-three cents Dollars (\$4,776.42). In addition, the Developer shall pay inspection fees in the amount of \$ N/A per linear foot of street, in the total amount of N/A Dollars (\$ N/A), to be paid prior to the issuance of the construction permit for each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will construed as if the unenforceable provision had never been a part of this agreement.

[Continued on following page]

EXECUTED to be effective on the date fully executed by the parties.

DEVELOPER:

By: THE RESERVE AT LAKE TRAVIS, LLC

By: _____

Printed Name: HAL JONES

Title: President

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____
2012, by HAL JONES, President of THE RESERVE AT LAKE TRAVIS, LLC, a Texas limited
liability company, on behalf of said company.

Notary Public, State of Texas

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of _____ by _____ of Travis County, Texas in the capacity stated.

Notary Public, State of Texas

EXHIBIT "A"
PROPERTY DESCRIPTION

Lots 5A and 6A, in Block C, Resubdivision of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 200900119 in the Official Public Records of Travis County, Texas.

EXHIBIT "B"
CONSTRUCTION PLANS

COPY

EXHIBIT "C"

Release of Condominium Construction Agreement

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

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledge before me on the ____ day of _____, 20____ by _____, _____ of Travis County, Texas, a political subdivision of t he State of Texas, on behalf of said County.

Notary Public Signature

After Recording Return to:

Travis County, Texas

Attn: Transportation and Natural Resources Department

P.O. Box 1748

Austin, Texas 78767



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

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

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Rocky Creek Ranch, Section 2 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Rocky Creek Ranch, Section Two was recorded on August 8, 2012 at document #201200146. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

Per plat note number twelve no sidewalks are proposed to be built. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Rocky Creek Ranch, Section Two is accessed from previously accepted section of Rocky Creek Boulevard, a section maintained by Travis County. This action will add a total of 1.19 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

N/A.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

TNR Approval Letter
List of Streets
Requirements for Approval
Location Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR - Permits	854-7565
Johnny Anglin	Inspector	Development Services	266-3314
David Fowler	Project Manager	TNR - Environmental	854-7590

SM:AB:ps

1101 - Development Services - Rocky Creek Ranch, Section 2



TRANSPORTATION AND NATURAL RESOURCES

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

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

APPROVAL OF CONSTRUCTION

DATE: September 26, 2012

DEVELOPER:

RC Travis, LP
Three Lincoln Centre
5430 LBJ Freeway, Suite 800
Dallas, TX 75240

ENGINEER:

Jones & Carter, Inc.
1701 Directors Blvd, Suite 400
Austin, TX 78744

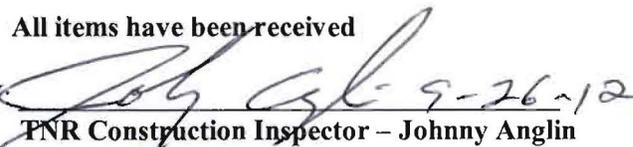
SUBJECT: Rocky Creek Ranch, Section Two

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. Once approved by Commissioners Court, this construction will start a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost until the end of the Performance Period. If applicable, fiscal for 100% of the un-constructed residential sidewalks will also be required until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

BY:


TNR Construction Inspector – Johnny Anglin


TNR Engineering Specialist – Paul Scoggins

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 578F

Rocky Creek Ranch, Section Two

Pct.# 3
Atlas No. H-03

RECORDED AT DOC#201200146 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 8/08/12

ONE SUBDIVISION CONTAINING 7 PUBLIC STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Rocky Creek Blvd	Northerly corner of Lot 8 E/SE approximately 1861 LF	1861	0.35	70'	HMAC	32' B-B	NO
2	Dawn Flower Cove	Intersection with Rocky Creek Blvd S/SW to cul-de-sac w/R=50'	520	0.10	50'	HMAC	29' B-B	YES
3	Broomweed Cove	Intersection with Rocky Creek Blvd S/SW to cul-de-sac w/R=50'	644	0.12	50'	HMAC	29' B-B	YES
4	Flycatcher Court	Intersection with Cory Cactus Dr N, then E to cul-de-sac w/R=50'	531	0.10	50'	HMAC	29' B-B	YES
5	Cory Cactus Drive	Intersection w/Rocky Creek Blvd W to intersection w/Ambrosia Dr	736	0.14	50'	HMAC	29' B-B	YES
6	Poppy Mallow Drive	Intersection w/Rocky Creek Blvd W to intersection w/Ambrosia Dr	570	0.11	50'	HMAC	29' B-B	YES
7	Ambrosia Drive	Intersection w/Poppy Mallow Dr N to cul-de-sac w/R=50'	1446	0.27	50'	HMAC	29' B-B	YES
Total Footage/Mileage			6308	1.19				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 107

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALING THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

1.19 MILES BE ACCEPTED BY

30-Oct-12

DATE

for G. Don W. Ward

Don W. Ward, PE
Division Director
Road & Bridge

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

DATE APPROVED BY COMMISSIONERS COURT



TRANSPORTATION & NATURAL RESOURCES

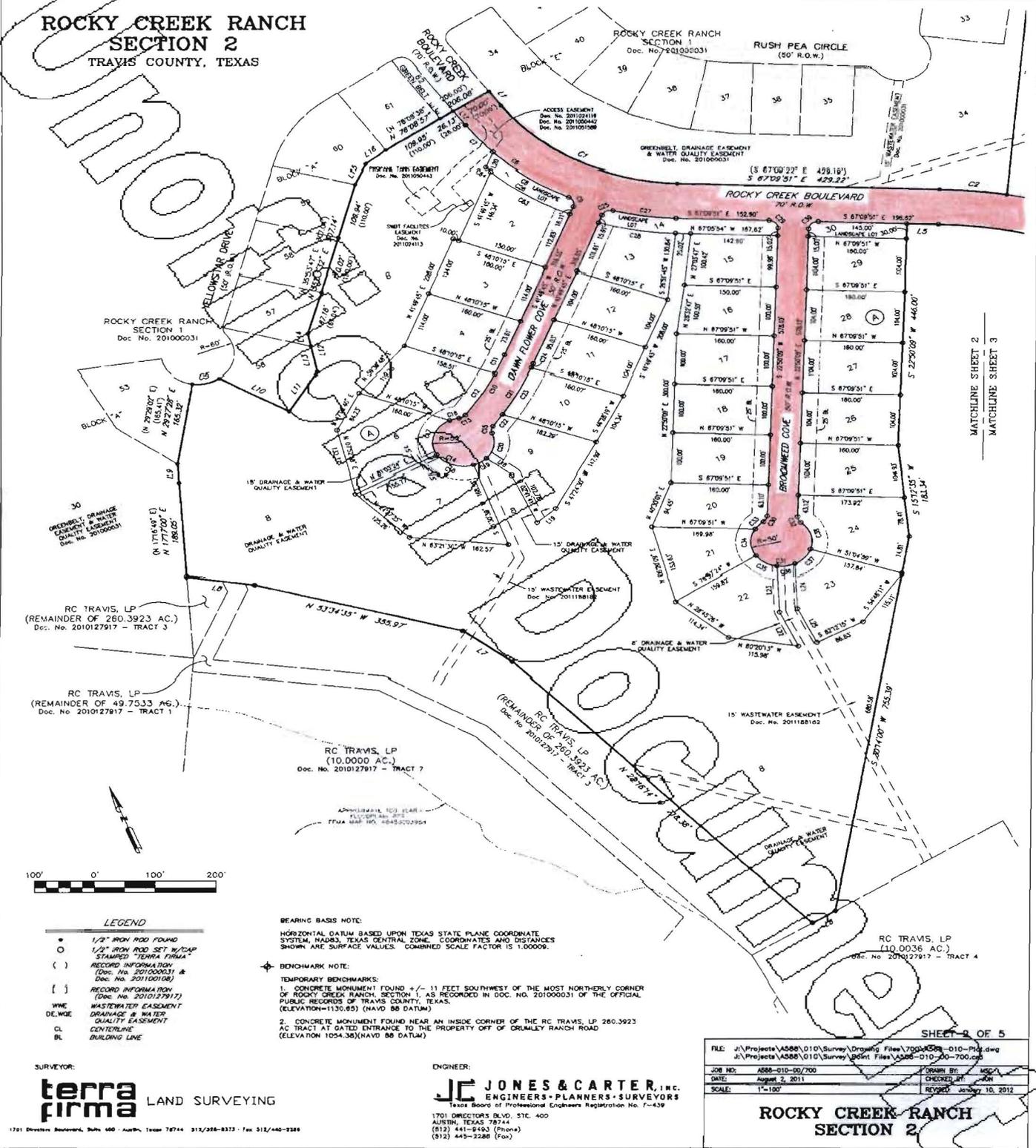
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

ROCKY CREEK RANCH, SECTION 2 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 9/12/12 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, IF in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 9/12/12 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 9/12/12 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrants** sheets for each sign.
- 4/26/10 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- NA 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 9/06/12 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 9/12/12 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. **If applicable**, a License Agreement (**If there are private improvements in Public ROW.**)

ROCKY CREEK RANCH SECTION 2 TRAVIS COUNTY, TEXAS



MATCHLINE SHEET 2
MATCHLINE SHEET 3

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET IN/2" CAP STAMPED "TERRA FIRMA"
- () RECORD INFORMATION (Doc. No. 201000031 & Doc. No. 201010108)
- [] RECORD INFORMATION (Doc. No. 2010127917)
- WME WASTEWATER EASEMENT
- DE.WE DRAINAGE & WATER QUALITY EASEMENT
- CL CENTERLINE
- BL BUILDING LINE

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.000008.

BENCHMARK NOTE:
TEMPORARY BENCHMARKS:
1. CONCRETE MONUMENT FOUND +/- 11 FEET SOUTHWEST OF THE MOST NORTHERLY CORNER OF ROCKY CREEK RANCH, SECTION 1, AS RECORDED IN DOC. NO. 201000031 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (ELEVATION=1130.85) (NAVD 88 DATUM)
2. CONCRETE MONUMENT FOUND NEAR AN INSIDE CORNER OF THE RC TRAVIS, LP 260.3923 AC TRACT AT GATED ENTRANCE TO THE PROPERTY OFF OF DRUMBLEY RANCH ROAD (ELEVATION 1054.36) (NAVD 88 DATUM).

SURVEYOR:
terra firma LAND SURVEYING
1701 Directors Boulevard, Suite 400 - Austin, Texas 78744 312/258-8373 - Fax 312/440-2288

ENGINEER:
JC JONES & CARTER, I, INC.
ENGINEERS-PLANNERS-SURVEYORS
Texas Board of Professional Engineers Registration No. F-439
1701 DIRECTORS BLVD, STE. 400
AUSTIN, TEXAS 78744
(812) 441-8493 (Phone)
(812) 445-2288 (Fax)

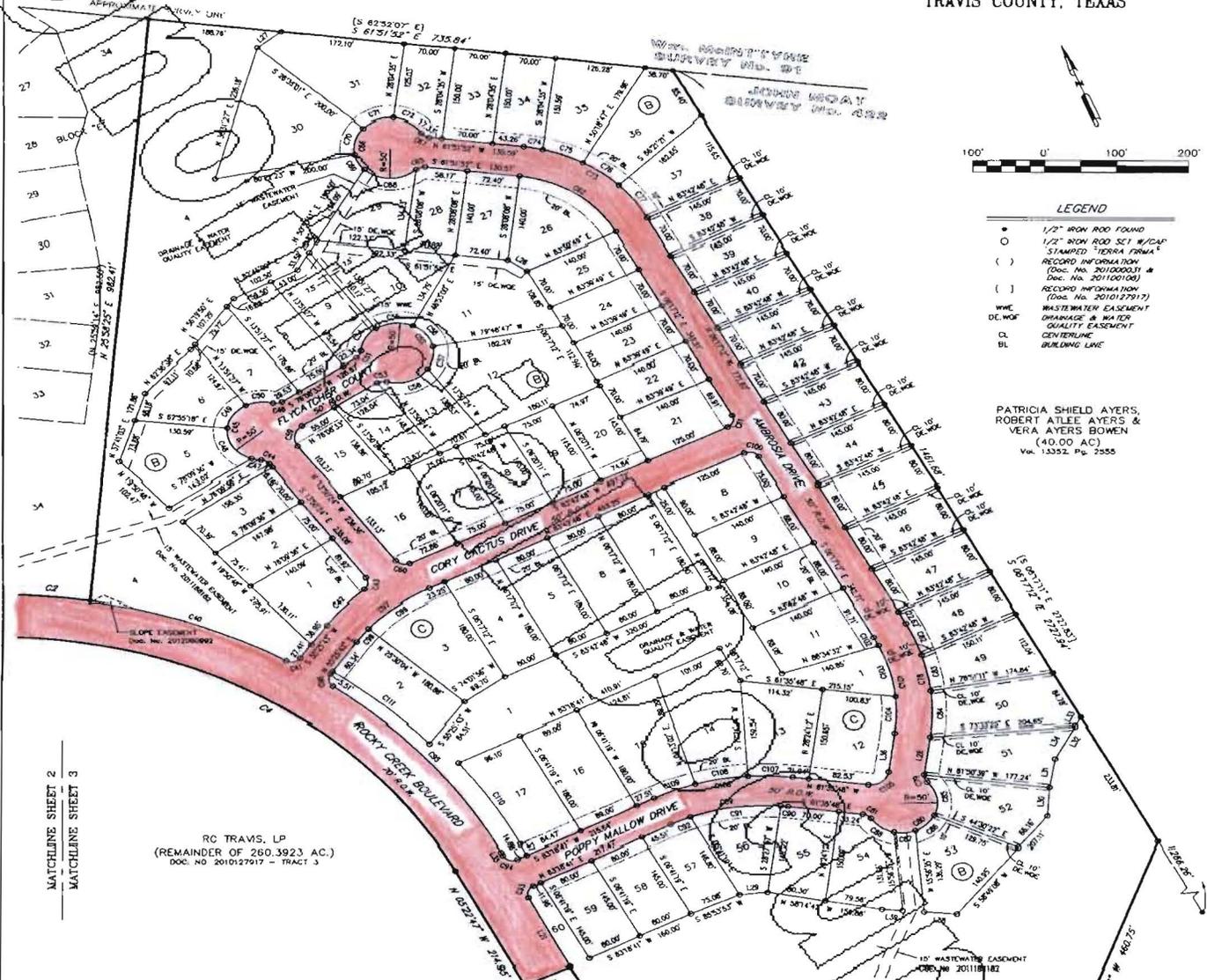
SHEET 2 OF 5

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JOB NO: A588-010-00/700	DATE: August 2, 2011
SCALE: 1"=100'	REVISION: January 10, 2012

**ROCKY CREEK RANCH
SECTION 2**

ROBERT AILEE AYERS &
VERA PATRICIA AYERS BOWEN
(5345.6 AC)
Vol. 11384, Pg. 48
Vol. 500, Pg. 24

ROCKY CREEK RANCH SECTION 2 TRAVIS COUNTY, TEXAS



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET IN/CA/P
- STAMPED "TERRA FIRMA"
- () RECORD INFORMATION (DOC. NO. 201000031 & DOC. NO. 201100100)
- () RECORD INFORMATION (DOC. NO. 201018912)
- WWE WASTEWATER EASEMENT
- DE.WOF DRAINAGE & WATER QUALITY EASEMENT
- CL CENTERLINE
- BL BUILDING LINE

PATRICIA SHIELD AYERS,
ROBERT AILEE AYERS &
VERA AYERS BOWEN
(40.00 AC)
Vol. 13332, Pg. 2555

MATCHLINE SHEET 2
MATCHLINE SHEET 3

RC TRAVIS, LP
(REMAINDER OF 260.3923 AC.)
DOC. NO. 2010127917 - TRACT 3

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00009.

BENCHMARK NOTE:
TEMPORARY BENCHMARKS:
1. CONCRETE MONUMENT FOUND +/- 11 FEET SOUTHWEST OF THE MOST NORTHERLY CORNER OF ROCKY CREEK RANCH, SECTION 1, AS RECORDED IN DOC. NO. 201000031 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (ELEVATION=1130.85) (NAVD 88 DATUM)
2. CONCRETE MONUMENT FOUND NEAR AN INSIDE CORNER OF THE RC TRAVIS, LP 260.3923 AC TRACT AT GATED ENTRANCE TO THE PROPERTY OFF OF CRUMLEY RANCH ROAD (ELEVATION 1054.38)(NAVD 88 DATUM).

SURVEYOR:
terra firma LAND SURVEYING
1701 Directors Boulevard, Suite 400 - Austin, Texas 78764 512/326-8323 - Fax 512/445-2288

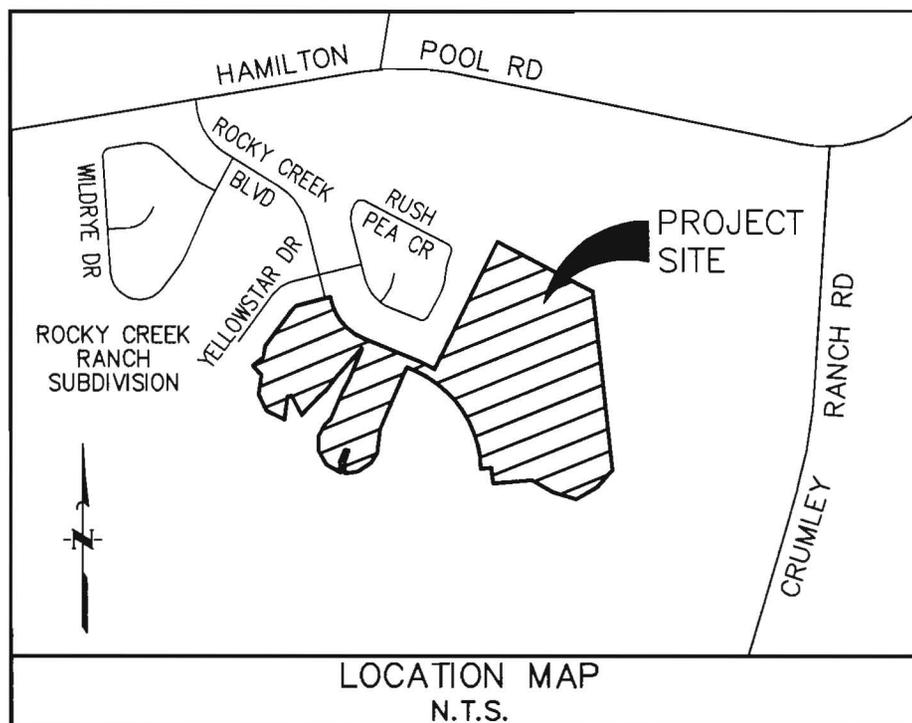
ENGINEER:
JC JONES & CARTER, P.A.
ENGINEERS - PLANNERS - SURVEYORS
Texas Board of Professional Engineers Registration No. F-439
1701 DIRECTORS BLVD, STE. 400
AUSTIN, TEXAS 78764
(512) 441-9493 (Phone)
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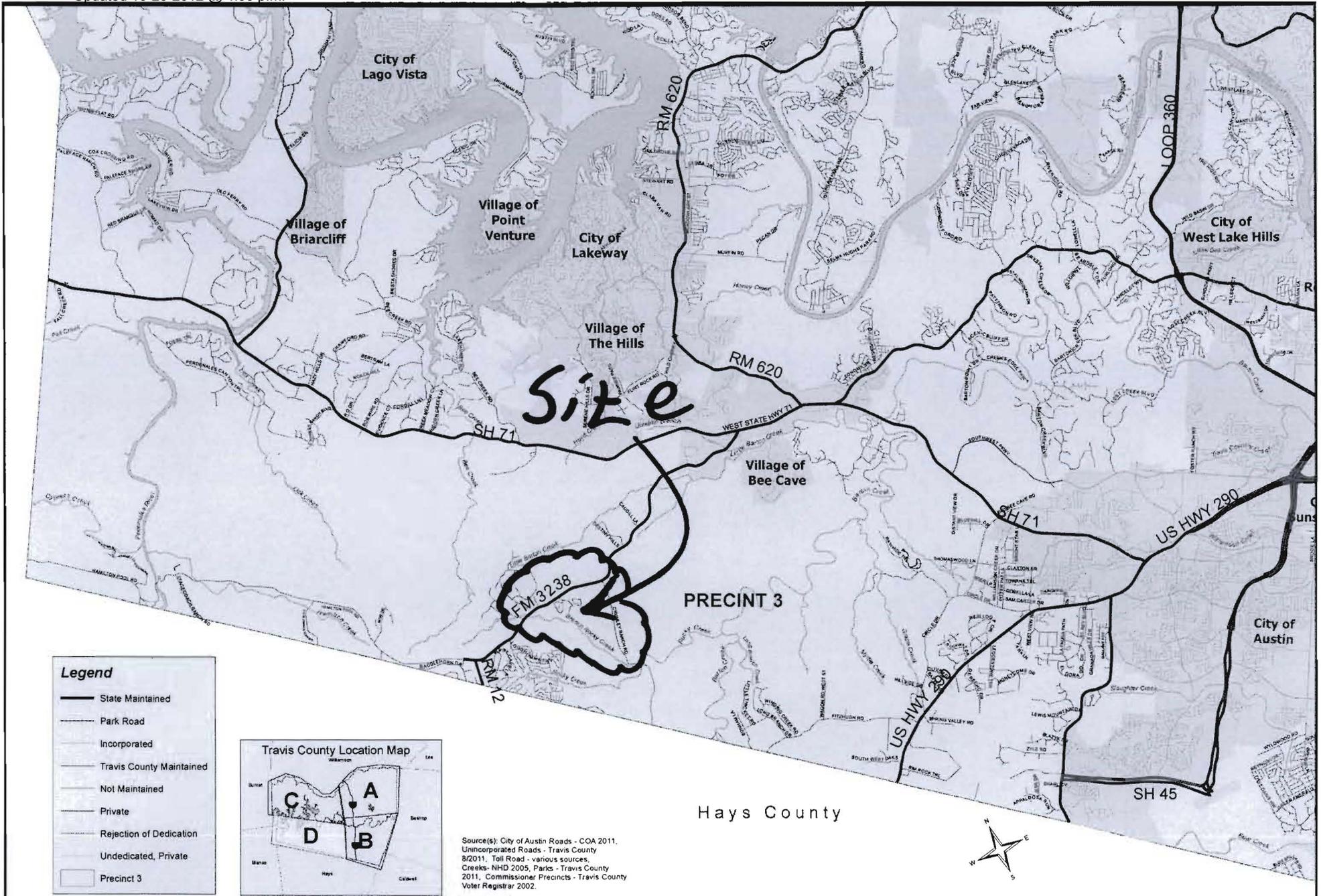
SHEET 3 OF 5

FILE	J:\Projects\A588\010\Survey\Drawing Files\2012\A588-010-Draw.dwg		
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JOB NO.	A588-010-00/700	DRAWN BY:	MEC
DATE:	August 2, 2011	CHECKED BY:	JOH
SCALE:	1"=100'	REVISION:	08/17/2012

**ROCKY CREEK RANCH
SECTION 2**

ROCKY CREEK RANCH SECTION 2 TRAVIS COUNTY, TEXAS





Source(s): City of Austin Roads - COA 2011.
 Unincorporated Roads - Travis County
 9/2011, 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

0 1
 Miles



Map Prepared by Travis County,
 Dept. of Transportation & Natural
 Resources. Date: 9/9/2011



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

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

Division Director/Manager: Anna M. Bowlin ACCP, Division Director of Development Services

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the use of an alternative fiscal agreement for the Park at Blackhawk II, Section 3B in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an alternative fiscal agreement with Travis County. Under the alternative fiscal agreement the plat will be held in abeyance while the street and drainage facilities are constructed.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreement meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

Under alternative fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services authorizes the issuance of a basic development permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time. It is the City of Pflugerville's procedure not to approve the plat until the improvements are built.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements have been posted with Travis County using a letter of credit in the amount of \$114,000.00.

page 2
October 30, 2012

Access to Publicly Maintained Road

The Park at Blackhawk II, Section 3B takes access from sections Plover Run Trail with one section being dedicated as part of Park at Blackhawk II Phase 2A and the other as part of Park at Blackhawk II, Phase 3A. Both subdivisions are maintained by Travis County.

Wastewater Service

Wastewater service for this subdivision will be provided by the Lakeside Water Control and Improvement District No. 2C.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #12-1260. The estimated cost of the improvements is \$548,882.00. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment
Exhibit "A" – Description
Extension of Sixty-Day Period
Proposed Plat
Maps

REQUIRED AUTHORIZATIONS:

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

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

RECEIVED

OCT 11 2012

**TRAVIS COUNTY - TNR
PERMITS DEPARTMENT**

Alternative Fiscal

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 20____, in the capacity stated herein.

Notary Public in and for the State of Texas

My commission expires: _____

Printed or typed name of notary

THE PARK AT BLACKHAWK II, PHASE 3B – 10.93 ACRES

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE V. W. SWEARENGEN SURVEY No. 32, AND BEING A PART OF THAT 21.680 ACRE TRACT OF LAND CONVEYED TO RMD RESIDENTIAL. L.P., BY DEED RECORDED IN DOCUMENT No. 2012007146 OF THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod set at the Southeast Corner of Lot 1, Block I, of the Plat of The Park at Blackhawk II, Phase 2A, according to the plat thereof recorded in Document No. 200700253 of the Official Public Records of Travis County, Texas;

N.31°53'56"E. (at 77.61 feet pass a 1/2" iron rod set at the Northeast Corner of said Lot 1 and continue along the East Line of Lot 2) in all a distance of 91.76 feet to a 1/2" iron rod set at the Point of Beginning;

THENCE along the Easterly Line said Plat of The Park at Blackhawk II, Phase 2A and along the East Line of the Plat of The Park at Blackhawk II, Phase 2B, according to the plat thereof recorded in Document No. 200800048 of the Official Public Records of Travis County, Texas, the following six courses:

1. N.31°53'56"E. a distance of 180.43 feet to a 1/2" iron rod set;
2. N.10°11'45"E. a distance of 150.10 feet to a 1/2" iron rod set;
3. N.36°27'24"E. a distance of 179.23 feet to a 1/2" iron rod set;
4. N.41°57'47"E. a distance of 203.28 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
5. Northwesterly along the arc of said curve, a distance of 20.86 feet, said curve having a radius of 475.00 feet, a central angle of 02°30'57" and a chord bearing N.48°03'49"W., 20.86 feet to a 1/2" iron rod set;
6. N.43°11'40"E. a distance of 143.68 feet to a 1/2" iron rod set in the Southwesterly Line of Martin Lane as shown on the Plat of Park at Blackhawk II, Jakes Hill Road and Martin Lane, according to the plat thereof recorded in Document No. 200700014 of the Official Public Records of Travis County, Texas and to a point on a non-tangent curve to the left;

THENCE along the Southwesterly Line of Martin Lane the following five courses:

1. Southeasterly along the arc of said curve, a distance of 138.78 feet, said curve having a radius of 635.00 feet, a central angle of 12°31'18" and a chord bearing S.55°37'55"E., 138.50 feet to a 1/2" iron rod set
2. S.61°53'34"E. a distance of 303.86 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Southeasterly, along the arc of said curve to the right a distance of 221.72 feet, said curve having a radius of 815.00 feet, a central angle of 15°35'14", and a chord bearing S.54°05'57"E., 221.04 feet, to a 1/2" iron rod set;
4. S.46°18'20"E. a distance of 101.80 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
5. Southeasterly, along the arc of said curve to the right a distance of 22.69 feet, said curve having a radius of 565.00 feet, a central angle of 02°18'02", and a chord bearing S.45°09'19"E., 22.68 feet to a 1/2" iron rod set;

THENCE across the said 21.680 Acre Tract the following nine courses:

1. S.54°45'09"W. a distance of 147.57 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;

THE PARK AT BLACKHAWK II, PHASE 3B – 10.93 ACRES

2. Northwesterly along the arc of said curve, a distance of 31.54 feet, said curve having a radius of 525.00 feet, a central angle of $03^{\circ}26'31''$ and a chord bearing $N.36^{\circ}58'07''W.$, 31.53 feet to a $1/2''$ iron rod set;
3. $S.51^{\circ}18'37''W.$ a distance of 170.00 feet to a $1/2''$ iron rod set;
4. $N.44^{\circ}20'52''W.$ a distance of 70.00 feet to a $1/2''$ iron rod set;
5. $S.57^{\circ}33'24''W.$ a distance of 545.87 feet to a $1/2''$ iron rod set;
6. $S.45^{\circ}43'46''W.$ a distance of 55.87 feet to a $1/2''$ iron rod set;
7. $N.55^{\circ}46'59''W.$ a distance of 131.20 feet to a $1/2''$ iron rod set;
8. $N.67^{\circ}15'44''W.$ a distance of 50.86 feet to a $1/2''$ iron rod set;
9. $N.57^{\circ}34'04''W.$ a distance of 143.45 feet to the said Point of Beginning.

Containing 10.93 acres, more or less.

All iron rods set have RJ Surveying caps

The East Line of Lot 1, Block I, of the Plat of The Park at Blackhawk II, Phase 2A, is assumed to bear $N.31^{\circ}53'56''E.$ as shown on the recorded plat.

This parcel is shown on a separate drawing.

EXHIBIT 82.201(D)

EXTENSION OF SIXTY DAY PERIOD FOR COMPLETED PLAT APPLICATION FINAL ACTION

Date: 21 June 2012

Owner's Name and Address: RMD Residential, L.P.
508 Baylor St.
Austin, TX 78703

Proposed Subdivision Name and Legal Description (the "Property"): Park at Blackhawk II Phase 3B

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

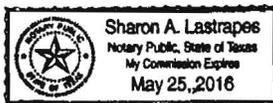
Executed and affective as of the date set forth below.

Owner: RMD Residential, LP
By: Nathan Neese
Name: Nathan Neese
Title: Manager
Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 21 day of June, 20 12,
by Nathan Neese of Travis County, Texas known to me personally or on the basis of an
approved form of identification, in the capacity stated.



Sharon A. Lastrapes
Notary Public, State of Texas

My Commission Expires: 25 May 2016

Sharon A. Lastrapes
(Printed Name of Notary)

Travis County

By: _____

County Executive

Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 20_____,
by _____ of Travis County, Texas known to me personally or on the basis of an
approved form of identification, in the capacity stated.

Notary Public, State of _____

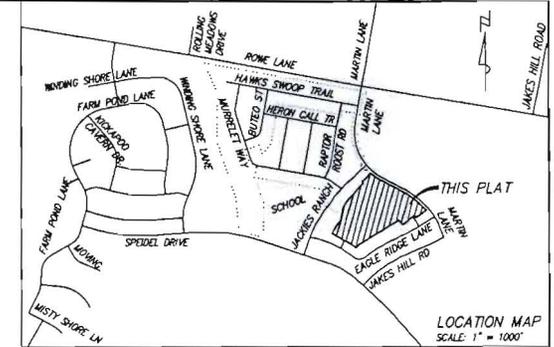
My Commission Expires:

(Printed Name of Notary)

After Completing Return To:

Travis County, Texas
Attention: Michael Hettenhausen
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767-1748

PLAT OF
THE PARK AT BLACKHAWK II PHASE 3B
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS

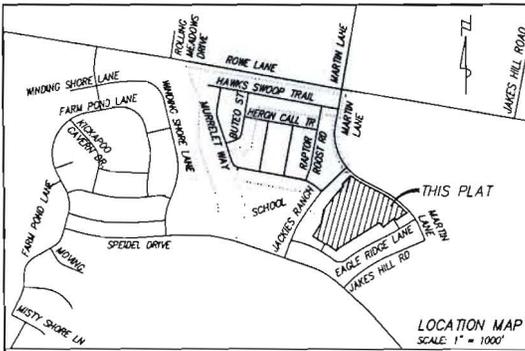
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

S:\LAND\651-1700\1691\eng\1691-PLAT.dwg 8/8/2012 11:35:24 AM CDT

DATE: JULY 30, 2012

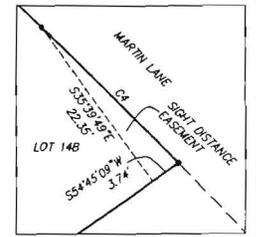
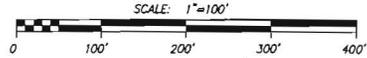
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817



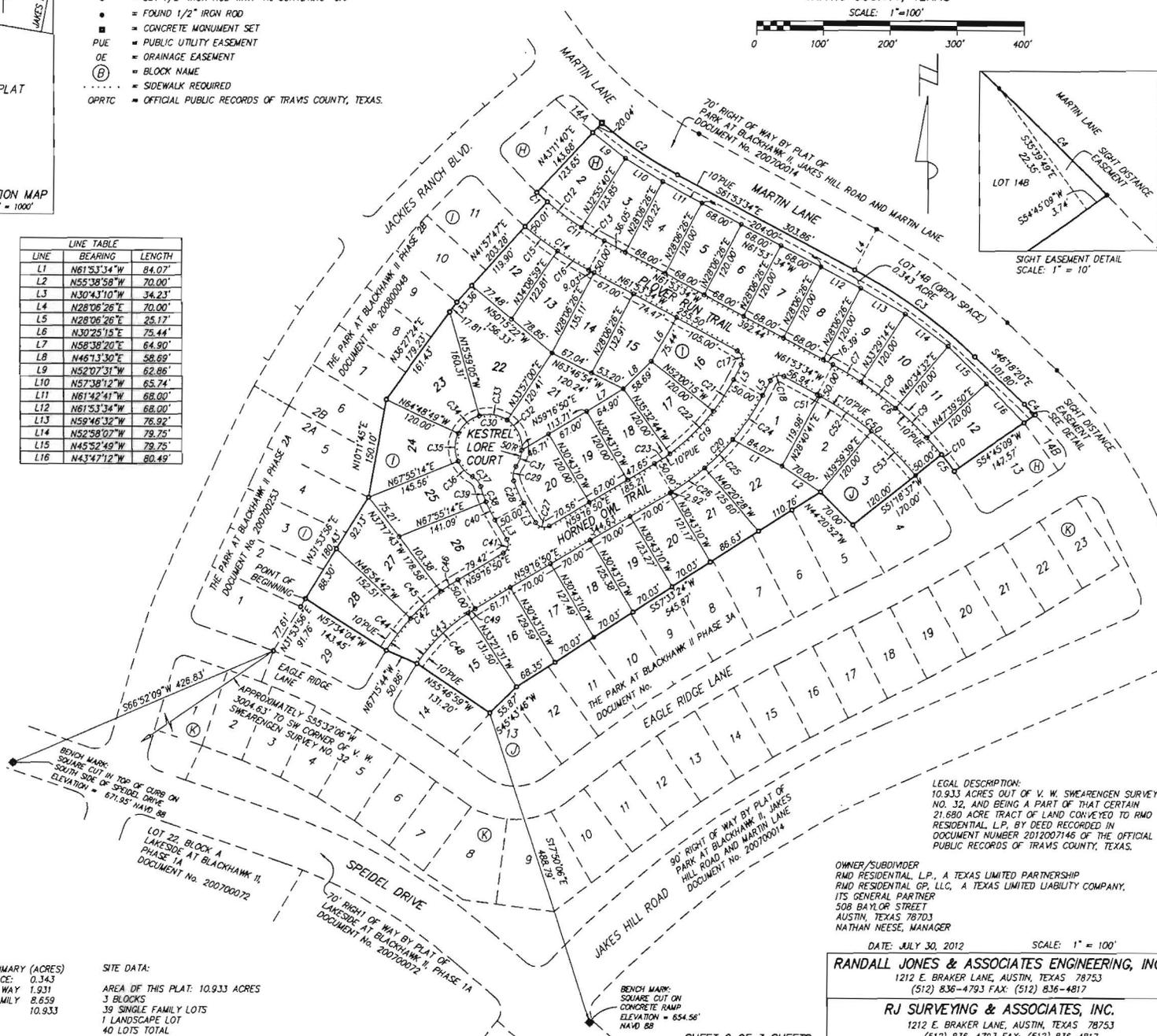
- LEGEND
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - = FOUND 1/2" IRON ROD
 - = CONCRETE MONUMENT SET
 - PUE = PUBLIC UTILITY EASEMENT
 - OE = DRAINAGE EASEMENT
 - Ⓟ = BLOCK NAME
 - ⋯ = SIDEWALK REQUIRED
 - = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

FINAL PLAT OF
THE PARK AT BLACKHAWK II PHASE 3B
 TRAVIS COUNTY, TEXAS



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD TAN
C1	20.86	475.00	2°30'57"	N48°03'49"W	20.85 10.43
C2	138.78	635.00	12°31'18"	S55°37'55"E	138.50 69.67
C3	221.72	815.00	15°35'14"	S54°05'57"E	221.04 111.55
C4	22.69	565.00	2°18'02"	S45°09'19"E	22.68 11.34
C5	31.54	525.00	3°26'31"	N36°58'07"W	31.53 15.77
C6	212.61	525.00	23°12'11"	N50°17'29"W	211.16 107.78
C7	49.30	525.00	5°22'48"	N59°12'10"W	49.28 24.67
C8	64.95	525.00	7°05'18"	N52°58'07"W	64.91 32.52
C9	64.95	525.00	7°05'18"	N45°52'49"W	64.91 32.52
C10	64.95	525.00	7°05'18"	N38°47'30"W	64.91 32.52
C11	104.22	475.00	12°34'17"	N55°36'26"W	104.01 52.32
C12	85.11	475.00	10°16'00"	N51°56'20"W	85.00 42.67
C13	39.96	475.00	4°49'14"	N59°28'57"W	39.95 19.99
C14	116.31	525.00	12°41'37"	N55°32'45"W	116.07 58.40
C15	60.95	525.00	6°39°05"	N52°31°29"W	60.91 30.51
C16	55.37	525.00	6°02'33"	N58°52'18"W	55.34 27.71
C17	23.56	15.00	90°00'00"	N67°53'34"W	21.21 15.00
C18	23.56	15.00	90°00'00"	N73°06'26"W	21.21 15.00
C19	176.82	325.00	31°10'24"	N43°41'38"E	174.65 90.66
C20	204.03	375.00	31°10'24"	N43°41'38"E	201.52 104.61
C21	56.09	325.00	9°53'19"	N33°03'05"E	56.02 28.12
C22	93.36	325.00	16°27'31"	N46°13'30"E	93.04 47.00
C23	27.37	325.00	4°49'34"	N56°52'03"E	27.37 13.70
C24	80.45	375.00	12°17'28"	N34°15'10"E	80.29 40.38
C25	60.61	375.00	9°15'38"	N45°01'43"E	60.54 30.37
C26	62.97	375.00	9°37'18"	N54°28'11"E	62.90 31.56
C27	23.56	15.00	90°00'00"	N75°43'10"W	21.21 15.00
C28	37.36	155.00	13°48'31"	N23°48'55"W	37.27 18.77
C29	22.62	25.00	51°50'21"	N09°00'31"E	21.86 12.15
C30	241.08	50.00	276°15'28"	N76°47'57"E	66.75 44.82
C31	26.86	50.00	30°46'35"	N19°32'24"E	26.54 13.76
C32	52.54	50.00	60°12'06"	N25°56'57"W	50.15 28.99
C33	43.58	50.00	49°56'06"	N81°01'03"W	42.21 23.28
C34	42.61	50.00	48°49'44"	N49°36'03"E	41.33 22.70
C35	43.29	50.00	49°36'38"	N00°22'52"E	41.95 23.11
C36	32.21	50.00	36°54'19"	N42°52'37"W	31.65 16.68
C37	20.09	25.00	46°01'58"	N38°18'48"W	19.55 10.62
C38	55.18	205.00	15°25'22"	N23°00'30"W	55.01 27.76
C39	24.27	205.00	6°46'57"	N18°41'17"W	24.25 12.15
C40	30.91	205.00	8°38'25"	N26°23'58"W	30.88 15.49
C41	23.56	15.00	90°00'00"	N14°16'50"E	21.21 15.00
C42	152.29	325.00	26°50'53"	N45°51'23"E	150.90 77.57
C43	120.30	275.00	25°03'49"	N46°44'55"E	119.34 61.13
C44	60.44	325.00	10°39'22"	N37°45'37"E	60.36 30.31
C45	60.90	325.00	10°44'09"	N48°27'22"E	60.81 30.54
C46	30.95	325.00	5°27'22"	N56°33'08"E	30.94 15.49
C48	107.63	275.00	22°25'28"	N45°25'45"E	106.94 54.51
C49	12.67	275.00	2°38'20"	N57°57'39"E	12.66 6.33
C50	192.36	475.00	23°12'11"	N50°17'29"W	191.05 97.52
C51	4.73	475.00	0°34'15"	N61°36'27"W	4.73 2.37
C52	93.81	475.00	11°18'58"	N55°39'50"W	93.66 47.06
C53	93.81	475.00	11°18'58"	N44°20'52"W	93.66 47.06

LINE TABLE		
LINE	BEARING	LENGTH
L1	N61°53'34"W	84.07'
L2	N55°38'58"W	70.00'
L3	N30°43'10"W	34.23'
L4	N28°06'26"E	70.00'
L5	N28°06'26"E	25.17'
L6	N30°25'15"E	75.44'
L7	N48°39'20"E	64.90'
L8	N48°39'20"E	58.69'
L9	N52°07'31"W	62.86'
L10	N57°38'12"W	65.74'
L11	N61°42'41"W	68.00'
L12	N61°53'34"W	68.00'
L13	N59°46'32"W	76.92'
L14	N45°58'02"W	79.75'
L15	N45°52'49"W	79.75'
L16	N43°14'12"W	80.49'



LINEAR FEET OF NEW STREETS			
NAME	LENGTH	ACREAGE	AREA SUMMARY (ACRES)
FLOWER RUN TRAIL (50')	705	0.796	OPEN SPACE: 0.343
HORNED OWL TRAIL (50')	717	0.819	RIGHT OF WAY 1.931
KESTREL LORE COURT (50')	177	0.316	SINGLE FAMILY 8.659
TOTAL	1619	1.931	TOTAL: 10.933

SITE DATA:
 AREA OF THIS PLAT: 10.933 ACRES
 3 BLOCKS
 39 SINGLE FAMILY LOTS
 1 LANDSCAPE LOT
 40 LOTS TOTAL

LEGAL DESCRIPTION:
 10.933 ACRES OUT OF V. W. SWEARENGEN SURVEY NO. 32, AND BEING A PART OF THAT CERTAIN 21.680 ACRE TRACT OF LAND CONVEYED TO RMO RESIDENTIAL, L.P. BY DEED RECORDED IN DOCUMENT NUMBER 2012007148 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

OWNER/SUBDIVIDER
 RMO RESIDENTIAL, L.P., A TEXAS LIMITED PARTNERSHIP
 RMO RESIDENTIAL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY,
 ITS GENERAL PARTNER
 508 BAYLOR STREET
 AUSTIN, TEXAS 78703
 NATHAN NEESE, MANAGER

DATE: JULY 30, 2012 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817

NOTES:

1. THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
3. ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITH CONCRETE CURB AND GUTTER.
4. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
5. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET.
6. SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS IN THIS SUBDIVISION AND SIDEWALK RAMPS, DESIGNED TO MEET ADA REQUIREMENTS FOR HANDICAP ACCESS, SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. ALL SIDEWALKS SHALL BE 4 FEET IN WIDTH.
7. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2002010202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE SUPPLEMENTAL DECLARATIONS TO THE PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
8. WATER AND WASTE WATER SERVICE WILL BE PROVIDED BY LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT (WCID) NO. 2C.
9. THE OWNER/SUBDIVIDER, AS LISTED ON THIS PLAT, SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
10. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCID NO. 2C. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
11. LOT 14B, BLOCK H SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND IS RESTRICTED TO NON-RESIDENTIAL USES. SEE DOCUMENT NOS. 2002010202 AND 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
12. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
13. THE ASSESSED IMPACT FEE RATE FOR ONE SERVICE UNIT WITH A 5/8" METER SIZE FOR WASTEWATER SHALL BE \$1362.
14. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
15. ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
16. WHERE EXISTING OVERHEAD ELECTRIC SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
17. ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
18. A 10 FOOT PUE SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
19. A MINIMUM OF A 4 FOOT WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF HORNED OWL TRAIL, PLOVER RUN TRAIL AND LESTRAL LORE COURT.

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT RMD RESIDENTIAL, L.P. ACTING BY AND THROUGH RMD RESIDENTIAL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, NATHAN NEESE, MANAGER, OWNER OF THAT CERTAIN 21,680 ACRE TRACT OF LAND OUT OF THE V. W. SWARENGEN SURVEY NO. 32 SURVEY CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2012007146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 10.933 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK II PHASE 3B" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE ____ DAY OF _____ A. D. 20__

RMD RESIDENTIAL, L.P., A TEXAS LIMITED PARTNERSHIP
BY: RMD RESIDENTIAL GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER
508 BAYLOR STREET, AUSTIN, TEXAS 78703

BY: NATHAN NEESE, MANAGER

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NATHAN NEESE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____ 20__

BY: NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF

THAT, SLF IV - BLACKHAWK, L.P., THE LIEN HOLDER OF THAT CERTAIN ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012007147 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 10.93 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

SLF IV - BLACKHAWK, L.P.

BY: _____ ITS _____

5949 SHERRY LANE, SUITE 1750
DALLAS, TEXAS 75225

THE STATE OF TEXAS
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20__

BY: NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF TRAVIS

THAT, INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012007146 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 10.93 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE

BY: _____ ITS _____

816 CONGRESS AVENUE, SUITE 100
AUSTIN, TEXAS 78701

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20__

BY: NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES:

FINAL PLAT OF

THE PARK AT BLACKHAWK II PHASE 3B

CITY CERTIFICATION:

APPROVED THIS ____ DAY OF _____ 20__, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: THOMAS ANKER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: TREV FLETCHER, PLANNING DIRECTOR

ATTEST:

KAREN THOMPSON, CITY SECRETARY

BY: TREV FLETCHER, PLANNING DIRECTOR

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND / OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, OF SAID COUNTY, THE ____ DAY OF _____ 20__ A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

I, DANA DEBEAUVOUR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ 20__ A.D. AT ____ O'CLOCK ____ M AND DULY RECORDED ON THE ____ DAY OF _____ 20__ A.D. AT ____ O'CLOCK ____ M., IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF _____, 20__ A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

SURVEYORS CERTIFICATION:

I, J. KENNETH WEIGAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TRAVIS COUNTY ORDER NO. 8596 STANDARDS FOR THE CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS OF 1984, AS AMENDED, AND THE CITY OF PFLUGERVILLE RULES AND REGULATIONS.

J. Kenneth Weigand 8-8-2012
J. KENNETH WEIGAND
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5741
STATE OF TEXAS



ENGINEER'S CERTIFICATION:

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #4845300285H, TRAVIS COUNTY, TEXAS EFFECTIVE DATE SEPTEMBER 26, 2008.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

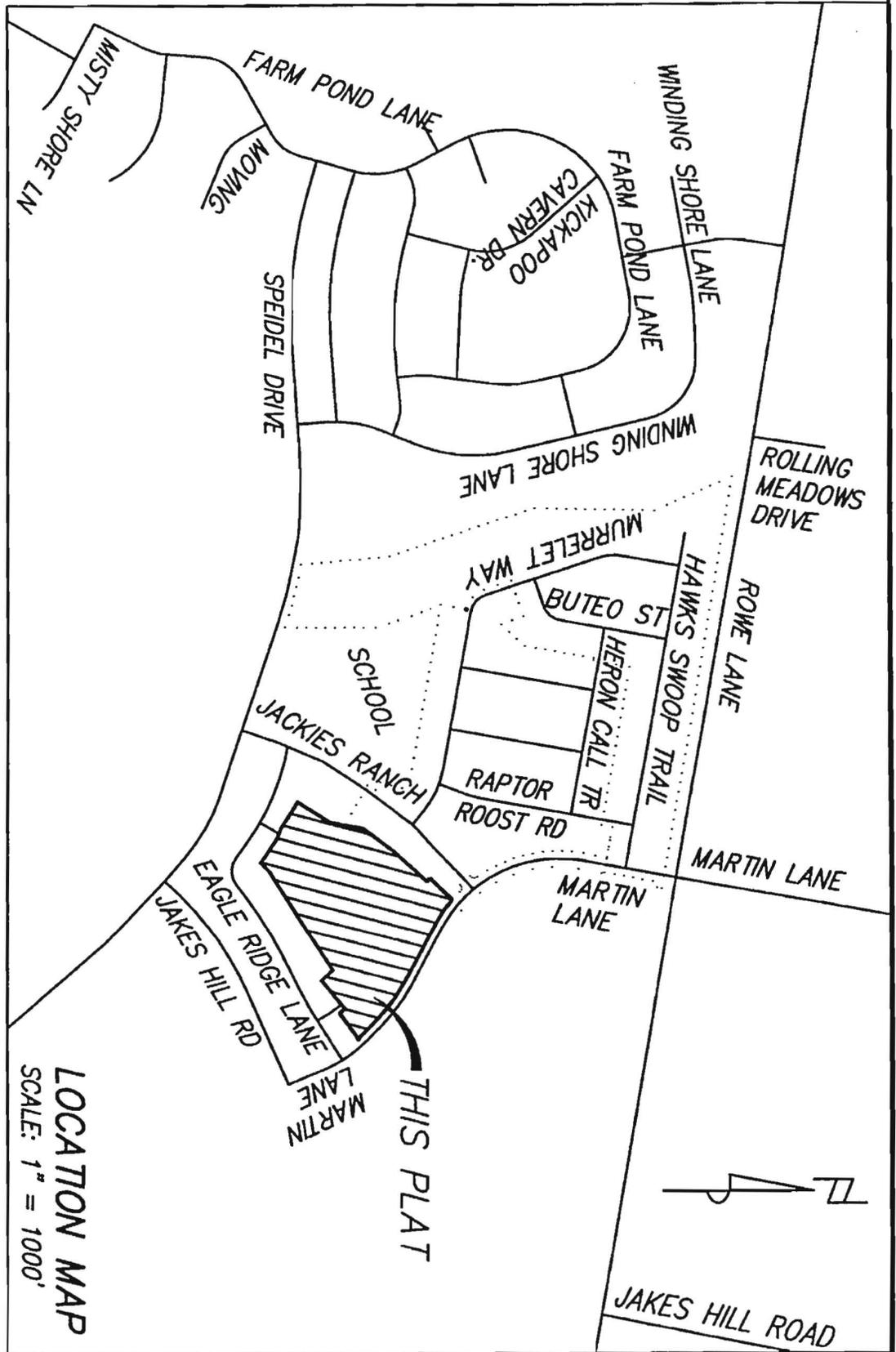
R. Brent Jones 8/8/12
R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER No. 92671
STATE OF TEXAS



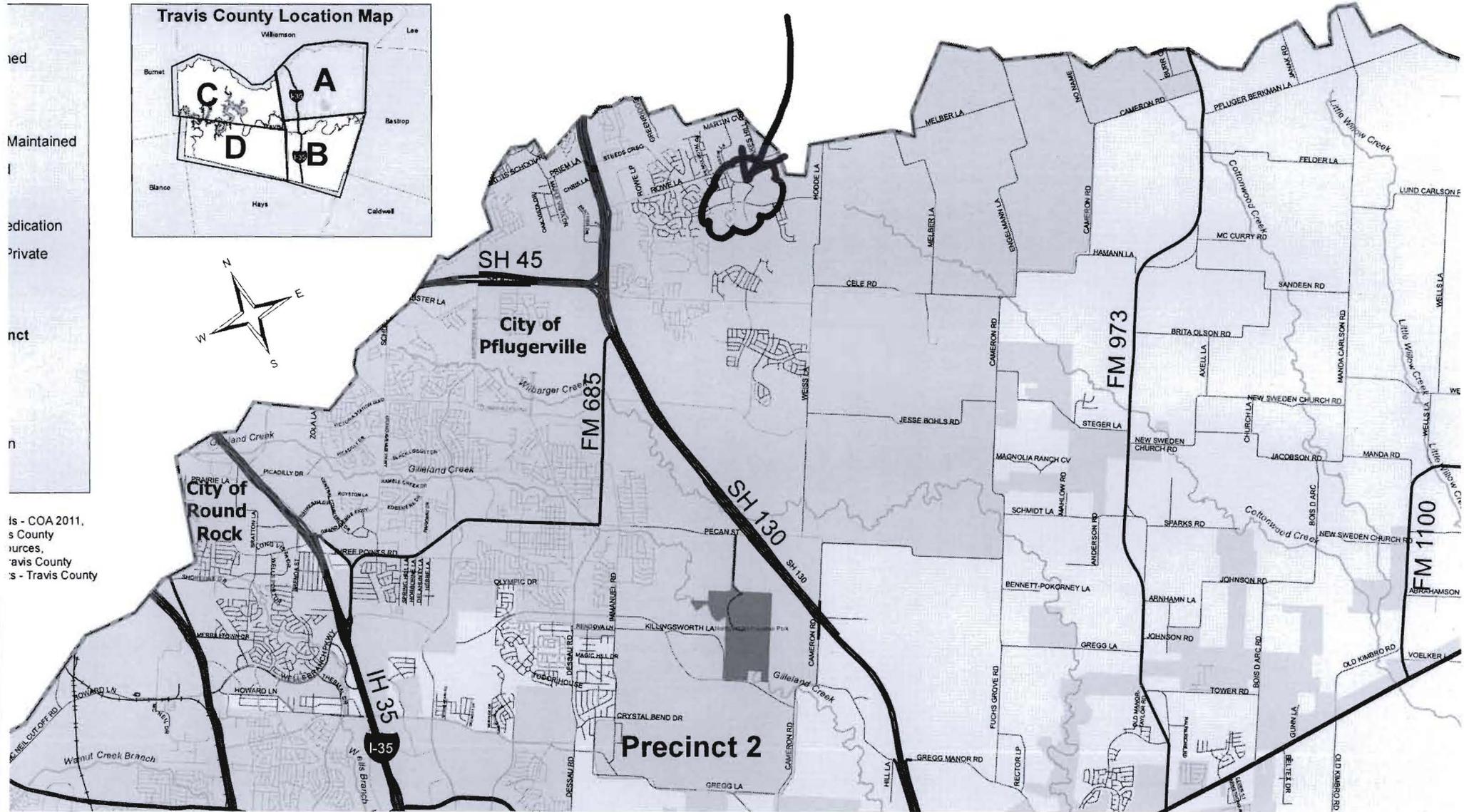
DATE: JULY 30, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817



Site



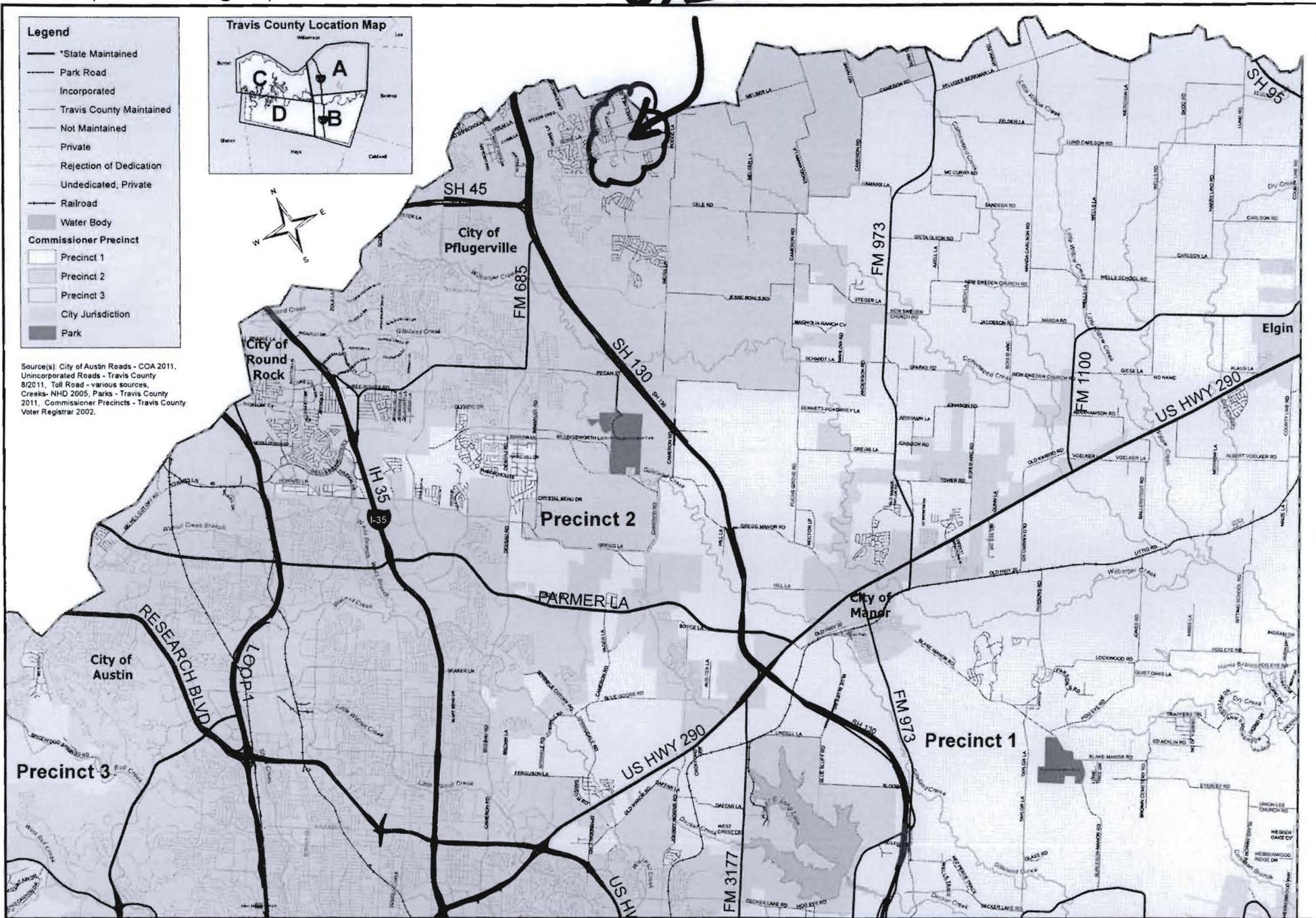
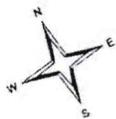
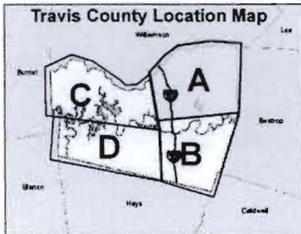
Is - COA 2011,
s County
urces,
avis County
s - Travis County

Site

Legend

- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3
- City Jurisdiction
 - Park

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 A



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 8/9/2011



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By: Michael Hettenhausen **Phone #:** 854-7563

Division Director/Manager: Anna Bowlin, Division Director Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A plat for recording: Sweetwater Section Two Village F1 Final Plat (Long Form Final Plat - 27 total lots - Pedernales Summit Parkway - No ETJ; and
- B) A Travis County Subdivision Construction Agreement between Travis County and WS - COS, LLC in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 27 total lots (25 single family residential lots and two fence, signage, and landscape lots) on 11.36 acres. There are 1,591 linear feet of private streets proposed with this final plat. Water and wastewater service will be provided by the Lazy Nine Municipal Utility District 1D. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$2,453.00.

The applicant is currently utilizing the county's alternative fiscal agreement and the plat is being held in abeyance until the remaining fiscal has been posted. Fiscal surety in the amount of \$529,726.18 was recently posted with Travis County which addresses the balance of the previously posted fiscal (\$91,940.75) and the street and drainage facilities the developer has constructed on the site.

B) The applicant, WSI - COS, LLC, wishes to enter into a standard subdivision construction agreement with Travis County.

STAFF RECOMMENDATIONS:

As the Commissioners Court approved the utilization of the county's alternative fiscal agreement on May 15, 2012, staff recommends approval of the final plat and the subdivision construction agreement.

ISSUES AND OPPORTUNITIES:

Staff did receive an open record request on the entire Sweetwater development by Bill Bunch with Save Our Springs. However, staff has not been contacted by anyone

via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Location map
- Precinct map
- Proposed final plat
- Subdivision Construction Agreements

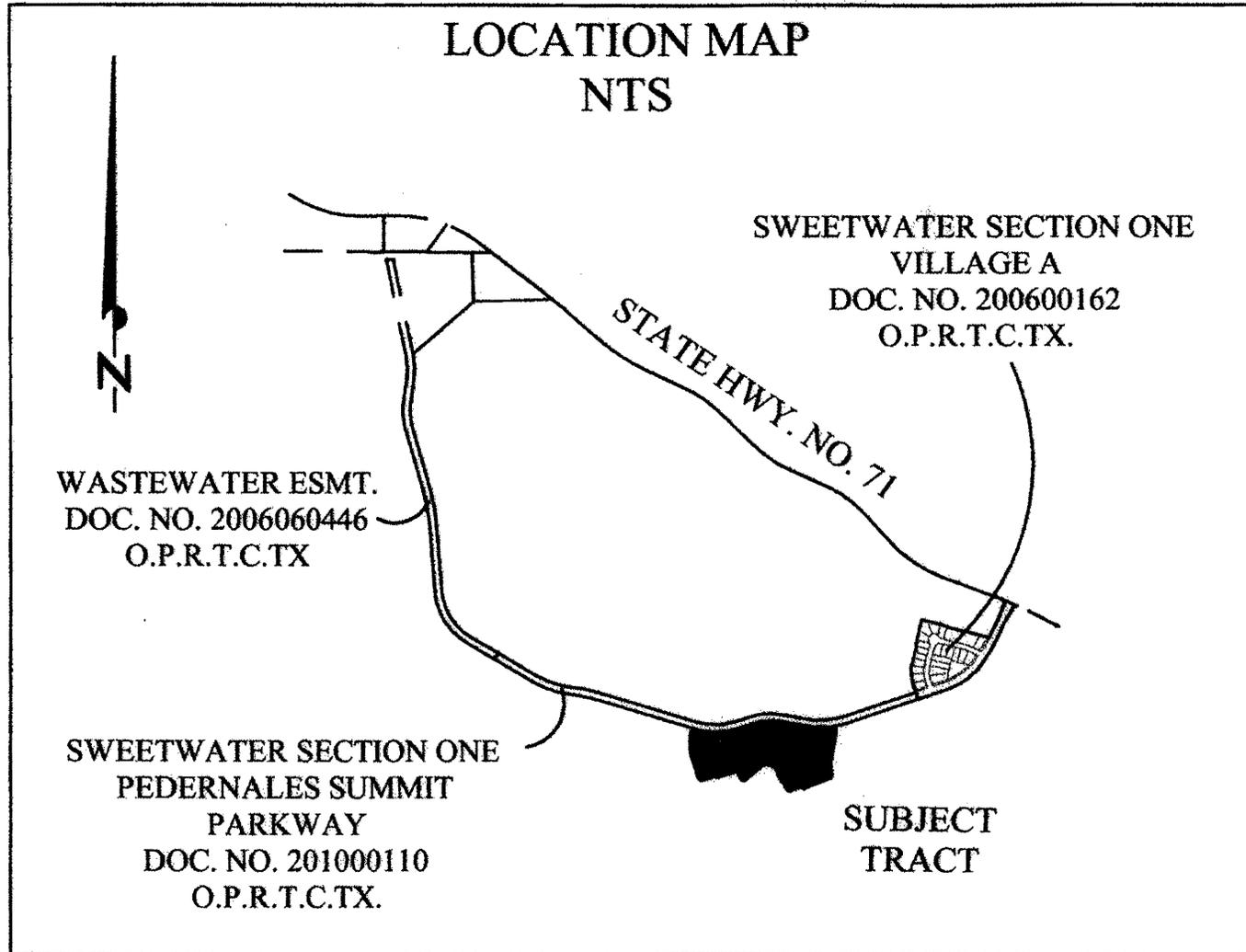
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

1101 - Development Svs- Sweetwater Section Two Village F1 Final Plat



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY; OWNER OF 1379.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 2011067827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. ALL PRIVATE STREETS SHOWN HEREON OSCEOLA TRAIL, DAVENPORT DIVIDE ROAD AND HEARD LOOP, AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 11.361 ACRES OF LAND OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SWEETWATER SECTION TWO, VILLAGE F 1" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICES AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFOR GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2006076072. OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

WITNESS MY HAND THIS 15 DAY OF December 2011 A.D.

BY: Michael L. Rafferty
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
WS-COS DEVELOPMENT, LLC
52 MASON ST.
GREENWICH, CT 06830

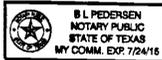
12/15/11
DATE

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Bl Pedersen
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES July 24 2015 A.D.



NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260385H DATED SEPTEMBER 26, 2008.

I, RICHARD J. WHEELER, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Richard J. Wheeler, Jr.
RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE/WHEELER, INC.
7500 RIALTO BLVD, BLDG 1, SUITE 240
AUSTIN, TEXAS 78735



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, JOHN E BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

John E. Brautigam
DATE 12/14/11
JOHN E BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745



THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION.

Dana Debeauvoir
DIRECTOR, CITY OF AUSTIN WATERSHED
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, PRESCRIBED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS, OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPERS CONSTRUCTION

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ___ DAY OF _____, 201___ A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ___ DAY OF _____, 201___ A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

STATE OF TEXAS:
COUNTY OF TRAVIS:

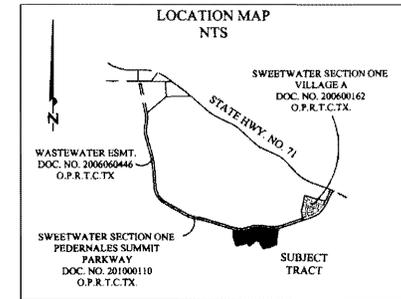
I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 201___ A.D., AT ___ O'CLOCK ___ M., DULY RECORDED ON THE ___ DAY OF _____, 201___ A.D., AT ___ O'CLOCK ___ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ___ DAY OF _____, 201___ A.D.

DANA DEBEAUVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

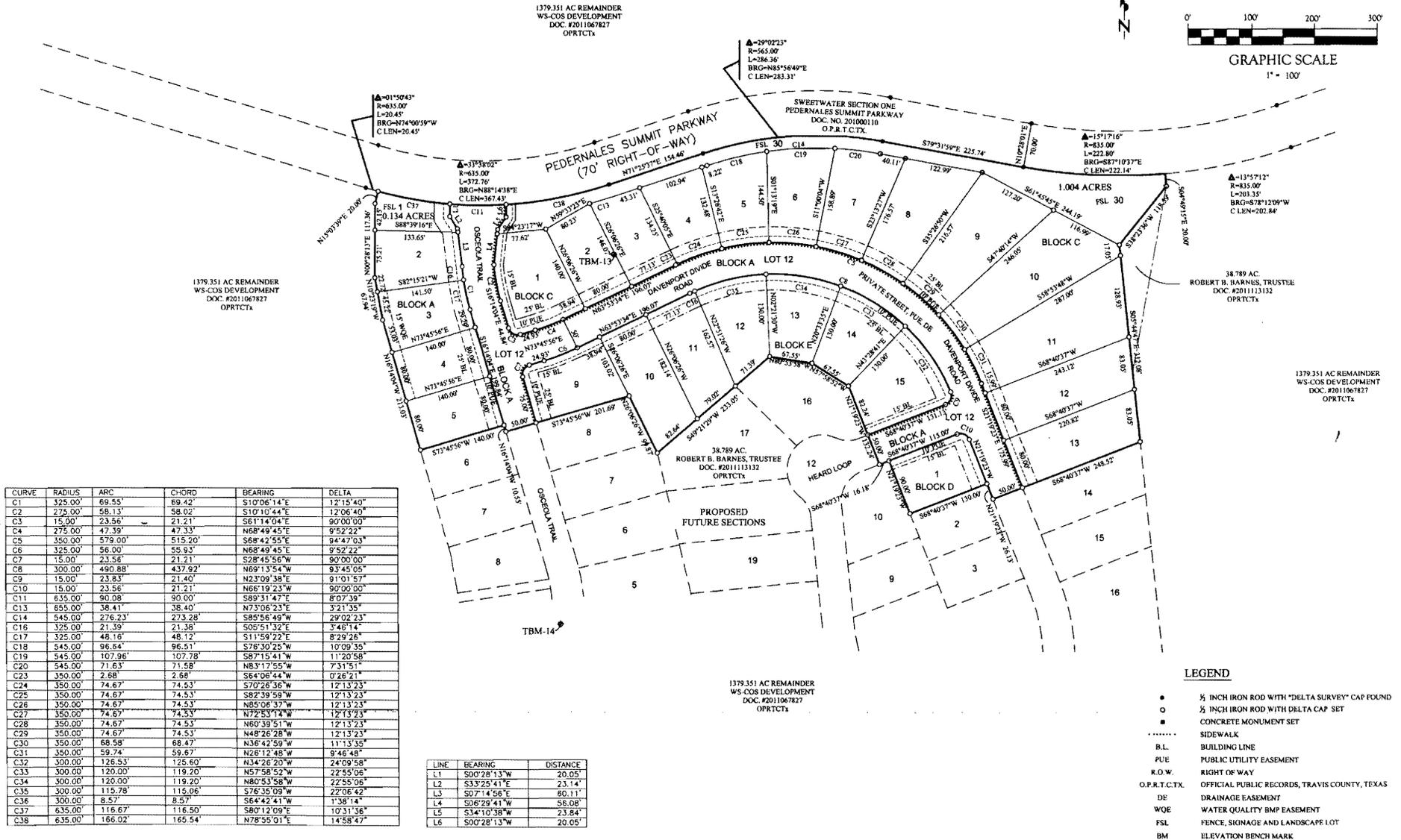
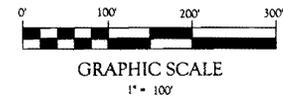
DEPUTY _____

**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**



IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

W. A. BARLOW SURVEY NO. 86
TRAVIS COUNTY, TEXAS
NOVEMBER 2011



CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	325.00'	69.55'	69.42'	S10°06'14"E	12°15'40"
C2	275.00'	58.13'	58.02'	S10°10'44"E	12°06'40"
C3	15.00'	23.56'	21.21'	S61°14'04"E	9°00'00"
C4	275.00'	47.39'	47.33'	N68°49'45"E	9°52'22"
C5	350.00'	579.00'	515.20'	S68°42'55"E	94°47'03"
C6	325.00'	56.00'	55.93'	N68°49'45"E	9°52'22"
C7	15.00'	23.56'	21.21'	S28°45'56"W	9°00'00"
C8	300.00'	490.88'	437.92'	N69°13'54"W	93°45'05"
C9	15.00'	23.83'	21.40'	N23°09'38"E	91°01'57"
C10	15.00'	23.56'	21.21'	N66°19'23"W	90°00'00"
C11	635.00'	90.08'	90.00'	S89°31'47"E	8°07'39"
C13	695.00'	38.41'	38.40'	N73°06'23"E	3°21'35"
C14	545.00'	276.23'	273.28'	S80°56'49"W	29°02'23"
C16	325.00'	21.39'	21.38'	S05°51'32"E	3°48'14"
C17	325.00'	48.16'	48.12'	S11°58'22"E	8°29'26"
C18	545.00'	96.64'	96.51'	S76°30'25"W	10°09'35"
C19	545.00'	107.96'	107.78'	S87°15'41"W	11°20'58"
C20	545.00'	71.63'	71.58'	N83°12'55"W	7°33'51"
C23	350.00'	74.67'	74.53'	S64°06'44"W	0°26'21"
C24	350.00'	74.67'	74.53'	S70°26'36"W	12°13'23"
C25	350.00'	74.67'	74.53'	S82°39'59"W	12°13'23"
C26	350.00'	74.67'	74.53'	N85°06'37"W	12°13'23"
C27	350.00'	74.67'	74.53'	N72°53'17"W	12°13'23"
C28	350.00'	74.67'	74.53'	N60°19'51"W	12°13'23"
C29	350.00'	74.67'	74.53'	N48°26'28"W	12°13'23"
C30	350.00'	68.58'	68.47'	N36°42'59"W	11°13'35"
C31	350.00'	59.74'	59.67'	N28°12'48"W	9°46'48"
C32	300.00'	126.53'	126.60'	N34°26'20"W	24°09'58"
C33	300.00'	120.00'	119.20'	N57°58'52"W	22°55'06"
C34	300.00'	120.00'	119.20'	N80°53'58"W	22°55'06"
C35	300.00'	119.78'	119.06'	S76°35'09"W	22°06'42"
C36	300.00'	8.57'	8.57'	S64°42'41"W	1°38'14"
C37	635.00'	116.67'	116.50'	S80°12'09"E	10°31'36"
C38	635.00'	166.02'	165.54'	N78°55'01"E	14°58'47"

LINE	BEARING	DISTANCE
L1	S00°28'13"W	20.05'
L2	S33°25'41"E	23.14'
L3	S07°14'56"E	60.11'
L4	S06°29'41"W	56.08'
L5	S34°10'38"W	23.84'
L6	S00°28'13"W	20.05'

- LEGEND**
- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
 - 1/2 INCH IRON ROD WITH DELTA CAP SET
 - CONCRETE MONUMENT SET
 - SIDEWALK
 - BUILDING LINE
 - PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT OF WAY
 - O.P.R.T.C.T.X. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - DE DRAINAGE EASEMENT
 - WQE WATER QUALITY BMP EASEMENT
 - FSL FENCE, SIGNAGE AND LANDSCAPE LOT
 - BM ELEVATION BENCH MARK

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

SWEETWATER SECTION TWO VILLAGE F 1

LAND USE TABLE

COMMON AREA, FENCE, SIGNAGE, & LANDSCAPE LOTS	2
SF LOTS	25
BLOCKS	4
TOTAL ACREAGE	11.361 Ac.

SHEET
4
OF
4

NOTES:

1. OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
3. WASTEWATER SYSTEMS SERVINGS THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATION SHALL BE SUBMITTED TO LCRA AND TCEQ FOR REVIEW.
4. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
5. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260385H DATED SEPTEMBER 26, 2008.
6. THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748.
7. MUNICIPAL JURISDICTION- THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. ETJ, BEE CAVE ETJ, LAKEWAY ETJ, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
8. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2006076072 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
9. DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOT'S FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
11. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 1D.
12. DRAINAGE EASEMENTS GREATER THAN 25 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
13. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 1D. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICTS ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
15. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
16. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
17. LOT 1 BLOCK A, LOT 30 BLOCK C, ARE FENCE, SIGNAGE AND LANDSCAPE LOTS AND WILL BE OWNED AND MAINTAINED BY THE LAZY NINE MUD 1D OR ITS ASSIGNS.
18. ALL PRIVATE STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS, ELECTRIC, AND GAS EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT 1D.
19. MAINTENANCE OF PRIVATE STREETS AND GATE STRUCTURES SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION HOMEOWNERS ASSOCIATION.
20. ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT.
21. ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
22. ALL NON RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD 1D TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR ITS ASSIGNS.

PERMANENT WATER QUALITY BMP EASEMENT PLAT NOTE:

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA). FENCING WILL BE ALLOWED PROVIDED THAT IT DOES NOT INTERFERE WITH BMP FUNCTION AND THAT ACCESS FOR MAINTENANCE AND INSPECTION IS PROVIDED. THE WATER QUALITY EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

End O Hami
 LOWER COLORADO RIVER AUTHORITY

12-16-2011
 DATE

BENCHMARK LIST:

- TBM-13: COTTON SPINDLE SET IN LIVE OAK TAG No. 1501
 ELEV: 948.30
- TBM-14: COTTON SPINDLE SET IN LIVE OAK TAG No. 1497
 ELEV: 955.19

STREET NAME	STREET WIDTH	DESIGN SPEED	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
OSCEOLA TRAIL	28'	25 MPH	C&G	LOCAL	PRIVATE	394 L.F.
DAVENPORT DIVIDE ROAD	28'	25 MPH	C&G	LOCAL	PRIVATE	1026 L.F.
HEARD LOOP	28'	25 MPH	C&G	LOCAL	PRIVATE	171 L.F.
TOTAL:						1591 L.F.

SWEETWATER DEVELOPMENT PLAT NOTES:

1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
3. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TxDOT ROW. IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between WSI (II) COS, LLC, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Sweetwater Village Fl" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

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

F. Use of Proceeds.

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

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

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

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

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

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

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: WSI (II) COS, LLC
52 Mason Street
Greenwich, CT 06830

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By:


J. ROBERT LONG
AUTHORIZED SIGNATORY

Name:
Title:
Authorized Representative
Date:

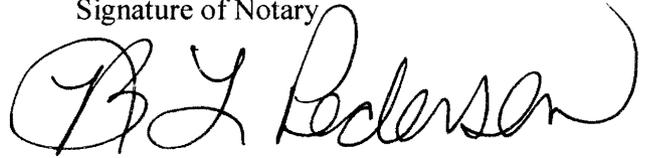
ACKNOWLEDGEMENT

STATE OF TEXAS

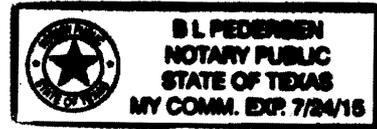
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of , , by October 19, 2011
J. Robert Long, in the capacity stated herein.

Signature of Notary



After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701



Parcel F 1
11.552 Ac.

DESCRIPTION OF A 11.552 ACRE TRACT PREPARED BY DELTA SURVEY GROUP INC., IN AUGUST 2011, LOCATED IN THE W. A. BARLOW SURVEY NUMBER 86, TRAVIS COUNTY, TEXAS AND BEING A REMAINDER PORTION OF A 1379.351 ACRE TRACT CONVEYED TO WS-COS DEVELOPMENT, LLC. AS DESCRIBED IN DOCUMENT NUMBER 2011067827, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, SAID 11.552 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with “DELTA SURVEY” cap set in the south right-of-way (R.O.W) line of Pedernales Summit Parkway (70’ R.O.W), same being a north line of said 1379.351 acre tract,, for the **POINT OF BEGINNING**, from which a 1/2 inch iron rod with “Delta Survey” cap found bears with the arc of a curve to the right a distance of 20.45 feet, through a central angle of 01°50'43", with a radius of 635.00 feet, and whose chord bears N74°00'59"W, a distance of 20.45 feet;

THENCE with the south ROW line of Pedernales Summit Parkway the following five (5) courses and distances:

1. with the arc of a curve to the left a distance of 372.76 feet, through a central angle of 33°38'02", with a radius of 635.00 feet, and whose chord bears N88°14'38"E, a distance of 367.43 feet to a calculated point;
2. N71°25'37"E a distance of 154.46 feet to a calculated point;
3. with the arc of a curve to the right a distance of 286.36 feet, through a central angle of 29°02'23", with a radius of 565.00 feet, and whose chord bears N85°56'49"E, a distance of 283.31 feet to a calculated point;
4. S79°31'59"E a distance of 225.74 feet to a calculated point, and
5. with the arc of a curve to the left a distance of 222.80 feet, through a central angle of 15°17'16", with a radius of 835.00 feet, and whose chord bears S87°10'37"E, a distance of 222.14 feet to a ½ inch iron rod with “DELTA SURVEY” cap set;

THENCE leaving said common line and crossing the said 1379.351 acre tract the following twenty three (23) courses and distances:

1. S04°49'15"E, a distance of 20.00 feet to a calculated point,
2. S10°18'05"W, a distance of 298.77 feet to a calculated point,
3. S05°44'47"E, a distance of 110.06 feet to a calculated point,
4. S68°40'37"W, a distance of 198.52 feet to a calculated point,
5. S68°40'37"W, a distance of 50.00 feet to a calculated point,
6. N21°19'23"W, a distance of 26.13 feet to a calculated point,
7. S68°40'37"W, a distance of 130.00 feet to a calculated point,
8. N21°19'23"W, a distance of 90.00 feet to a calculated point,
9. S68°40'37"W, a distance of 16.18 feet to a calculated point,
10. N21°19'23"W, a distance of 50.00 feet to a calculated point,
11. N21°19'23"W, a distance of 82.24 feet to a calculated point,
12. N57°58'52"W, a distance of 67.55 feet to a calculated point,

Parcel F 1
11.552 Ac.

- 13. N80°53'58"W, a distance of 67.55 feet to a calculated point,
- 14. S49°21'29"W, a distance of 233.05 feet to a calculated point,
- 15. N26°06'26"W, a distance of 99.87 feet to a calculated point,
- 16. S73°45'56"W, a distance of 151.69 feet to a calculated point,
- 17. S73°45'56"W, a distance of 50.00 feet to a calculated point,
- 18. N16°14'04"W, a distance of 10.55 feet to a calculated point,
- 19. S73°45'56"W, a distance of 140.00 feet to a calculated point,
- 20. N16°14'04"W, a distance of 213.03 feet to a calculated point,
- 21. N10°23'19"W, a distance of 67.94 feet to a calculated point,
- 22. N00°28'13"E, a distance of 117.36 feet to a calculated point, and
- 23. N15°03'39"E, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 11.552 acres of land more or less.

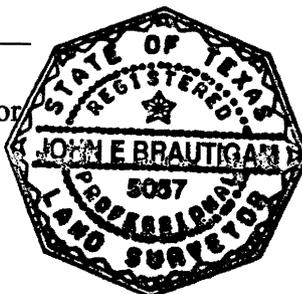
BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/HARN

I, John E Brautigam hereby certify that the foregoing description represents an on-the-ground survey performed under my direction and supervision during August 2011, and is true and correct to the best of my knowledge and belief.

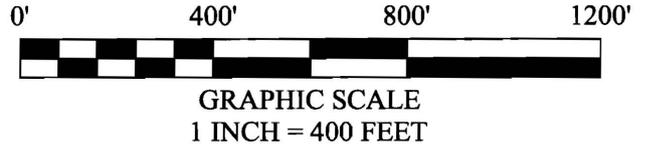
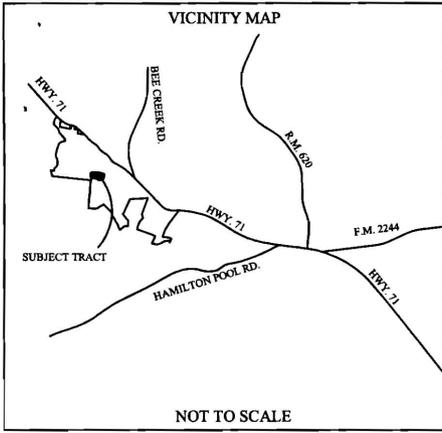
Date: 08-08-11



John E Brautigam
Registered Professional Land Surveyor
No. 5057 - State of Texas



Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745



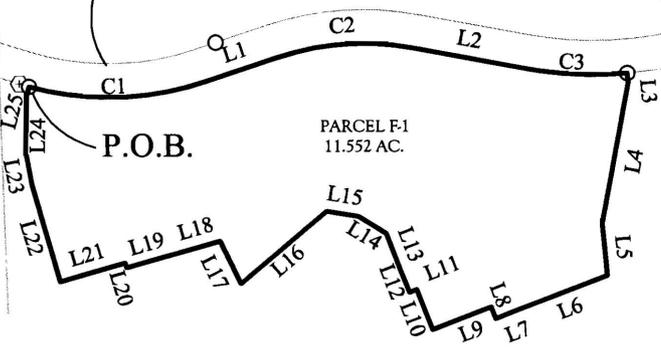
W. A. BARLOW SUR. NO. 86
TRAVIS COUNTY,
TEXAS
AUGUST 2011

1379.351 AC
WS-COS DEVELOPMENT
DOC. #2011067827
O.P.R.T.C.TX

SWEETWATER SECTION ONE
VILLAGE A
DOC. #200600162
O.P.R.T.C.TX

SWEETWATER SECTION ONE
PEDERNALES SUMMIT PARKWAY
DOC. #201000110
O.P.R.T.C.TX

W. A. BARLOW SUR. NO. 86



1379.351 AC
WS-COS DEVELOPMENT
DOC. #2011067827
O.P.R.T.C.TX

SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES

LEGEND

- TXDOT TYPE I MONUMENT FOUND
- IRON ROD WITH "DELTA SURVEY" CAP SET
- ⊕ IRON ROD WITH "DELTA SURVEY" CAP FOUND
- P.O.B. POINT OF BEGINNING
- D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

-ALL POINTS CALCULATED UNLESS OTHERWISE NOTED-

* SKETCH TO ACCOMPANY FIELD NOTES *

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230
WWW.DELTASURVEYGROUP.COM

QUAD SHINGLE HILLS
PROJECT SWEETWATER
DWG. F-1 SKETCH

LINE	BEARING	DISTANCE
L1	N71°25'37"E	154.46'
L2	S79°31'59"E	225.74'
L3	S04°49'15"E	20.00'
L4	S10°18'05"W	298.77'
L5	S05°44'47"E	110.06'
L6	S68°40'37"W	198.52'
L7	S68°40'37"W	50.00'
L8	N21°19'23"W	26.13'
L9	S68°40'37"W	130.00'
L10	N21°19'23"W	90.00'
L11	S68°40'37"W	16.18'
L12	N21°19'23"W	50.00'
L13	N21°19'23"W	82.24'
L14	N57°58'52"W	67.55'
L15	N80°53'58"W	67.55'
L16	S49°21'29"W	233.05'
L17	N26°06'26"W	99.87'
L18	S73°45'56"W	151.69'
L19	S73°45'56"W	50.00'
L20	N16°14'04"W	10.55'
L21	S73°45'56"W	140.00'
L22	N16°14'04"W	213.03'
L23	N10°23'19"W	67.94'
L24	N00°28'13"E	117.36'
L25	N15°03'39"E	20.00'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	635.00'	372.76'	367.43'	N88°14'38"E	33°38'02"
C2	565.00'	286.36'	283.31'	N85°56'49"E	29°02'23"
C3	835.00'	222.80'	222.14'	S87°10'37"E	15°17'16"



Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX. 78745
 office: (512) 282-5200 fax: (512) 282-5230
 WWW.DELTASURVEYGROUP.COM

QUAD SHINGLE HILLS

PROJECT SWEETWATER

DWG. F-1 SKETCH

* SKETCH TO ACCOMPANY FIELD NOTES *



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 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 on items related to the Program Year 2011 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:

- A. Request to approve November 30, 2012 through December 14, 2012 as the 15- day public comment period for the public to review and comment on the draft;
- B. Request to approve a public hearing date on December 4, 2012, at the Travis County Commissioners Courtroom at 9 am to receive public comment; and
- C. Request to approve the advertisement announcing the public hearing date and 15 day public comment period in newspapers of general circulation: Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, Westlake Picayune, The Villager, Ahora Si, and El Mundo.

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 through the U.S Department of Housing and Urban Development sponsors the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate income persons.

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th. The Consolidated Annual Performance Evaluation Report provides an overview of Travis County's CDBG performance for the past year including performance measures, project status and fiscal expenditures. In accordance with the Travis County's Citizen Participation Plan, the CAPER is posted annually for public comment for a period of 15 days.

The following timeline is recommended for the development and approval of the PY11 CAPER for on-time submission.

1. Approval of the draft of the CAPER by Commissioners Court on November 27, 2012;
2. Approval of the final CAPER by Commissioners Court on December 18, 2012;
3. The final Submission to HUD on December 19, 2012.

A. Each year HUD requires grantees to develop an annual report that documents progress and accomplishments of the CDBG projects and the CDBG program as a whole. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is due 90 days after program year completion or December 30th of each year.

To be in compliance with the requirements of 24 Code of Federal Regulation (CFR) Part 91 and with Travis County's Citizen Participation Plan (CPP), the public must have a 15-day period to provide comment on the CAPER.

B. Travis County's Citizen Participation Plan also stipulates that one public hearing must be held during the 15-day comment period at the Travis County Commissioners Court during the normally scheduled voting session in the traditional public hearing format with oral testimony.

C. The advertisement will appear in newspapers of general circulation that target the areas the grant serves. The following papers will be targeted for advertising in English: The Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, The Villager and West Lake Picayune

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo* .

Please see Attachment A for the proposed advertisement in English and Attachment B for the advertisement in Spanish.

STAFF RECOMMENDATIONS:

- A. Staff recommends approval of the 15-day public comment period from November 30, 2012 to December 14, 2012.
- B. Staff recommends approval of the public hearing date to be on December 4, 2012.
- C. Staff recommends approval of the advertisement to notify the public of the comment period and the public hearing for the PY 2011 CAPER.

ISSUES AND OPPORTUNITIES:

The CAPER provides an opportunity to assess program effectiveness and to keep the public informed of progress to date.

FISCAL IMPACT AND SOURCE OF FUNDING:

A.N/A

B.N/A

- C. Grant funds will cover the cost of the advertising. The grant agreement with HUD for the PY 2012 program year was approved at Commissioners Court on October 23, 2012.

REQUIRED AUTHORIZATIONS:

None.

CALL FOR PUBLIC COMMENT

INVITATION TO COMMENT ON THE DRAFT OF THE PROGRAM YEAR 2011 CDBG ANNUAL REPORT

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County will make available to the public its Program Year 2011 CDBG annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2011 to September 30, 2012, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

Comment Period and Draft Document

Comments will be accepted for 15 days beginning November 30, 2012 at 8:00 a.m. and ending December 14, 2012 at 5:00 p.m. Beginning November 30, 2012, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG or available for review at any of the seven Travis County Community Centers:

The community centers are located at the following addresses:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

Public Hearings

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 4, 2012 at 9:00 a.m. at the Travis County Commissioners Courtroom, 700 Lavaca St., Austin, TX.

Mailing Comments

The public can also mail their comments to: CDBG Program, Travis County, HHSVS, P.O. Box 1748, Austin, TX 78767 or e-mail them to the CDBG program at cdbg@co.travis.tx.us

For additional information contact Christy Moffett, at cdbg@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact staff at least five business days in advance.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance.



EL PROGRAMA DE SUBSIDIOS GLOBALES DE DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS

INVITACIÓN PARA COMENTAR SOBRE LA VERSIÓN PRELIMINAR DEL INFORME ANNUAL DEL PROGRAM CDBG PARA EL AÑO PROGRAMÁTICO 2011

Como parte del proceso continuo de participación del público del Condado de Travis relacionado con el Programa de Subsidios Globales para el Desarrollo Comunitario (conocido como CDBG por sus siglas en inglés) el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG para el año programático 2011 conocido como Informe Anual Consolidado de Desempeño y Evaluación (CAPER).

El informe CAPER cubre un período desde el 1 de octubre de 2011 hasta el 30 de septiembre de 2012, y describe el progreso realizado en el desarrollo de los proyectos del programa CDBG. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

Período para comentarios y documento preliminar

Se aceptarán comentarios durante 15 días a partir del 30 de noviembre de 2012 a las 8:00 a.m. hasta el 14 de diciembre de 2012 a las 5:00 p.m. A partir 30 del noviembre de 2012 la versión preliminar del documento estará disponible para ser descargada de la página del programa CDBG del Condado de Travis en internet www.co.travis.tx.us/CDBG o estará disponible para ser consultada en cualquiera de nuestros siete centros comunitarios del Condado de Travis:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

Audiencia pública

El público puede hacer sus comentarios asistiendo a una audiencia pública programada para el 4 de diciembre de 2012 a las 9:00 a.m. en el edificio Travis County, en la sala "Commissioners Courtroom", 700 Lavaca St., Austin, TX.

Envío de comentarios

El público también puede mandar comentarios por correo postal al: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 o por correo electrónico a CDBG al cdbg@co.travis.tx.us.

Para mayor información comuníquese con Christy Moffett a través del e-mail cdbg@co.travis.tx.us o llamando al 512-854-3460. Para solicitar que haya un intérprete en español o de lenguaje americano de señas en alguna de estas reuniones, por favor contacte al personal por lo menos con cinco días hábiles de anterioridad.

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460.



NOTICIA PUBLICA

Item 28



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012, 9:00AM Voting Session

Prepared By/Phone Number: Janice Rosemond, Auditor's Office, 854-8824

Elected/Appointed Official/Dept. Head: Nicki Riley, Travis County Auditor

Commissioners Court Sponsor: Commissioner Huber and Commissioner Gomez

AGENDA LANGUAGE: Receive fiscal year 2011 financial audit reports for Emergency Services Districts #5 and 11 and receive fiscal year 2010 financial audit report for Emergency Services District #5

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attachments

STAFF RECOMMENDATIONS:

Please approve

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Auditor's Office	Nicki Riley 854-9125
Commissioner Pct 3 Office	Karen Huber 854-9333
Commissioner Pct 4 Office	Margaret Gomez 854-9444

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



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

To: Commissioners Court
From: Nicki Riley, County Auditor
Date: October 17, 2012
Re: ESD Audit Reports

Texas Health and Safety Code, Chapter 775.082 requires all Emergency Services Districts to submit an audit report to the Commissioners Court by June 1st of each year. The following ESDs have submitted their audited financial statements to the County for fiscal year 2011.

We have reviewed the attached audit reports and are placing them on the agenda to be formally received by the Commissioners Court. We have included an agenda request for the reports listed below.

FISCAL YEAR 2011

<u>Emergency Services District</u>	<u>Precinct</u>	<u>Fiscal Year</u>
No. 5	3	2011
No. 11	4	2011

During this year's review process, it was discovered that ESD No.5 had previously submitted a draft copy for Fiscal Year 2010 therefore we are placing the final audit report for ESD No. 5 on the agenda to be formally received by the Commissioners Court. We have included an agenda request for the report listed below.

FISCAL YEAR 2010

<u>Emergency Services District</u>	<u>Precinct</u>	<u>Fiscal Year</u>
No. 5	3	2010

Please do not hesitate to call me at ext. 49125 if you have any questions.

A handwritten signature in black ink, appearing to be "nr", is located in the bottom right corner of the page.

Audited Financial Statements

Prepared for:

Travis County Emergency Services District #5

For the Year Ended

December 31, 2011

Rupert & Associates, P.C.

10616 Manchaca Rd.

Austin, TX 78748

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

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Independent Auditor's Report

Travis County Emergency Services District #5
Board of Directors

We have audited the accompanying financial statements of the general fund of Travis County Emergency Services District #5 as of and for the year ended December 31, 2011, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District #5's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Travis County Emergency Services District #5 as of December 31, 2011, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on page 3 and 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management

about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Rupert & Associates, P.C.

Austin, TX
June 1, 2012

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Management's Discussion and Analysis

Discussion and analysis of the financial performance for Emergency Service District #5 provides an overview of the ESD financial activities for year ended December 31, 2011.

FINANCIAL HIGHLIGHTS

Tax allocation from Travis County was \$862,508.21. This represents a decrease of \$10,148.07 or approximately 1.2 percent.

Collection of sales tax receipts for ESD #5 was \$623,645.41. This increase of \$290,516.41 is approximately 87.2 percent. This increase was primarily due to an election in November 2010 whereby residents of the ESD supported an increase of sales tax to two percent from the previous one percent. This increase went into effect April 1, 2011. A consultant continued to be hired to monitor the telecommunication providers and advise them of their obligations on sales tax to ESD #5.

Expense for Manchaca Fire and Rescue was \$688,634.27. This increase of \$73,996.31 is approximately 12.0 percent.

Loan payment for trucks purchased in 2009 was \$102,000. This was the third of ten payments. The \$3,000,000.00 loan for the purchase of land and construction of a new station required a payment of \$255,563. This was the third of twenty payments.

Travis County Emergency Services District #5
Statement of Net Assets and
Governmental Funds Balance Sheet
December 31, 2011

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Current Assets				
Cash and Cash Equivalents	\$ 272,070.70	\$ 272,070.70	\$ -	\$ 272,070.70
Investments	2,255,187.17	2,255,187.17	-	2,255,187.17
Property Tax Receivable	651,903.87	651,903.87	-	651,903.87
Sales Tax Receivable	64,381.03	64,381.03	-	64,381.03
Receivable on Sale of Land	174,487.50	174,487.50		174,487.50
Prepaid Expenses	4,528.48	4,528.48	-	4,528.48
Construction in Progress			1,521,405.49	1,521,405.49
Other capital assets, net of accumulated depreciation			1,252,459.39	1,252,459.39
	<u>\$ 3,422,558.75</u>	<u>\$ 3,422,558.75</u>	<u>2,773,864.88</u>	<u>6,196,423.63</u>
Total Assets				
LIABILITIES				
Long-term liabilities:				
Due within one year			356,929.76	356,929.76
Due after one year			3,066,319.75	3,066,319.75
	<u>-</u>	<u>-</u>	<u>3,423,249.51</u>	<u>3,423,249.51</u>
Total Liabilities				
FUND BALANCES / NET ASSETS				
Fund balances:				
Unreserved	3,422,558.75	3,422,558.75	(3,422,558.75)	-
Total fund balance	3,422,558.75	3,422,558.75	(3,422,558.75)	-
Total liabilities and fund balances	<u>\$ 3,422,558.75</u>	<u>\$ 3,422,558.75</u>		
Net Assets:				
Invested in capital assets, net of related debt			(649,384.63)	(649,384.63)
Unrestricted			3,422,558.75	3,422,558.75
Total net assets			<u>\$ 2,773,174.12</u>	<u>\$ 2,773,174.12</u>

The accompanying notes are an integral part of these financial statements.

Travis County Emergency Services District #5
Statement of Activities and
Governmental Fund Revenues, Expenditures, and
Changes in Fund Balances
For the Year Ended December 31, 2011

	General Fund	Total	Adjustments	Statement of Activities
Revenues:				
Property Taxes	\$ 862,508.21	\$ 862,508.21		\$ 862,508.21
Sales Tax	623,645.41	623,645.41		623,645.41
Investment Earnings	10,527.80	10,527.80		10,527.80
Cash from Sales of Land	348,701.53	348,701.53	(348,701.53)	-
Gain/Loss on Sale of Land	-	-	37,331.53	37,331.53
Total revenues	<u>1,845,382.95</u>	<u>1,845,382.95</u>	<u>(311,370.00)</u>	<u>1,534,012.95</u>
Expenditures/expenses:				
Current:				
ESD Operations	1,431,889.42	1,431,889.42	(1,390,844.96)	41,044.46
Manchaca Volunteer Fire Department	711,118.43	711,118.43		711,118.43
Debt Service:				
Principal	159,870.41	159,870.41	(159,870.41)	-
Interest	30,262.04	30,262.04		30,262.04
Depreciation	-	-	268,595.00	268,595.00
Total expenditures/expenses	<u>2,333,140.30</u>	<u>2,333,140.30</u>	<u>(1,282,120.37)</u>	<u>1,051,019.93</u>
Excess of revenues over expenditures	(487,757.35)	(487,757.35)	970,750.37	
Change in net assets				482,993.02
Fund balance / net assets:				
Beginning of the year	3,910,316.10	3,910,316.10	(1,620,135.00)	2,290,181.10
End of the year	<u>\$ 3,422,558.75</u>	<u>\$ 3,422,558.75</u>	<u>\$ (649,384.63)</u>	<u>\$ 2,773,174.12</u>

The accompanying notes are an integral part of these financial statements.

Travis County Emergency Services District #5
Budgetary Comparison
For the Year Ended December 31, 2011

	Actual	Budget	Variance
Revenues:			
Property Taxes	\$ 862,508.21	\$ 780,000.00	82,508.21
Sales Tax	623,645.41	600,000.00	23,645.41
Investment Earnings	10,527.80	4,000.00	6,527.80
Miscellaneous Income	-	-	-
Total revenues	<u>1,496,681.42</u>	<u>1,384,000.00</u>	<u>112,681.42</u>
Expenditures/expenses:			
Current:			
ESD Operations	1,431,889.42	196,000.00	1,235,889.42
Manchaca Volunteer Fire Department	711,118.43	614,000.00	97,118.43
Debt Service:			
Principal	159,870.41	357,000.00	(197,129.59)
Interest	<u>30,262.04</u>	<u>-</u>	<u>30,262.04</u>
Total expenditures/expenses	<u>2,333,140.30</u>	<u>1,167,000.00</u>	<u>1,166,140.30</u>
Excess of revenues over expenditures	(836,458.88)	217,000.00	(1,053,458.88)

The accompanying notes are an integral part of these financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2011

Note 1 - Summary of Significant Accounting Principles

Reporting Entity

The Travis County Emergency Services District #5 was organized in the State of Texas under Article III, Section 48-e of the Texas Constitution for the protection of human life and health as provided by this Act.

Creation and Purpose of Travis County Emergency Services District #5

The county judge was presented with a petition signed by at least one hundred qualified voters of Travis County who own taxable real property within the proposed district. The petition requested the formation of an emergency services district.

The specific purpose of the Travis County Emergency Services District #5 is to provide medical and ambulance and fire fighting services within the boundaries of Travis County.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the nonfiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Revenues* include tax distributions from the Travis County Appraisal District, sales tax distributions from Texas Comptroller of Public Accounts, and interest earned on cash held in interest-bearing accounts and fixed term CDs. Travis County Emergency Services District #5 has one fund, the general fund, to account for the acquisition, use, and balances of the government's expendable financial resources and the related current liabilities.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2011

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental fund:

General Fund - The General Fund is used to account for all financial resources of the District. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

The District uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the modified accrual basis of accounting when the related liability is incurred.

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2011

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property and sales tax receivables will ultimately be collected. However, the time of collection as well as the ultimate amount to be collected is indefinite, based on taxpayer protests and appraisal district adjustments.

Note 2 - Tax Assessment

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed and collected by the Travis Central Appraisal District and the Travis County Tax Office.

Note 3 – Cash Deposits

The Board of Commissioners has the authority to designate one or more banks to serve as depositories for the funds of the district. To the extent that the funds in a depository bank are not insured by the Federal Deposit Insurance Corporation, the funds are secured in the manner provided by law for the security of county funds. Bank balances of TCESD#5 that exceed FDIC limits are entirely collateralized with securities held by Bank of America in the name of TCESD#5. Securities pledged by the Bank on behalf of TCESD#5 had a market value of \$3,434,586.08 at year end.

Minimal cash balances are normally maintained in the District’s checking account. The majority of the District’s funds are normally maintained in the savings account. The District’s carrying amount of cash in checking and savings at December 31, 2011, is presented below.

Bank of America, Savings			\$	211,683.91
Bank of America, Checking				60,386.79
Total Cash & Equivalents				<u>272,070.70</u>
		Rate	Maturity Date	
Fixed Term CD #5628		0.3%	7/27/12	150,922.63
Fixed Term CD #1629		0.3%	8/13/12	299,102.02
Fixed Term CD #2337		0.3%	8/23/12	902,581.26
Fixed Term CD #2340		0.3%	8/23/12	902,581.26
Total Investments				<u>2,255,187.17</u>
Total Cash & Investments			\$	<u><u>2,527,257.87</u></u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2011

Note 4 – Revenues and Receivables

Property tax revenues collected during the year ended December 31, 2011, and receivables at year-end are made up of the sum of the following:

	<i>Collected</i>	<i>Receivable</i>	<i>Current Revenue</i>
2010	365,097.31	10,950.08	
2011	478,529.61	379,486.19	858,015.80
Deposits in Transit	(242,795.23)	242,795.23	
Prior Years	7,499.10	18,672.37	
Penalties & Interest	4,492.41		4,492.41
	<u>\$ 612,823.20</u>	<u>\$ 651,903.87</u>	<u>\$ 862,508.21</u>

Sales tax revenues collected during the year ended December 31, 2011, and receivables at year-end are as follows:

	<i>Collected</i>	<i>Receivable</i>	<i>Current Revenue</i>
2011	\$ 559,264.38	\$ 64,381.03	\$ 623,645.41

Note 5 – Fixed Assets

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or estimated fair market value at the date of donation and are depreciated using the straight line method over the estimated useful life of the asset. Transferred assets are shown net of depreciation at date of transfer as follows:

Land at 1626	530,170.35	2009 Super Vac Rescue Truck	504,325.83
Station 503	7,289.00	Pumper Truck Accessories	36,476.17
Station 501	7,289.00	Equipment for Fire Rescue	2,089.00
Station 505	5,143.00	Equipment for Fire Rescue	12,310.00
Station 502	40,338.00	Robot	8,313.00
1985 Ford Tanker	0.00	Skid Unit 1	0.00
1997 Ford Fire Truck	0.00	Skid Unit 2	0.00
1998 Spartan Fire Truck	0.00	Spreader	763.00
1999 Ford Pickup	0.00	Hydraulic Pump	1,095.00
2001 International Fire Truck	0.00	Personal Power Unit	730.00
2003 International Fire Truck	0.00	TIC Camera 1	0.00
2004 Ford Pickup	3,565.00	TIC Camera 2	0.00
2004 Ford Pickup	3,565.00	TIC Camera 3	0.00
2006 Wildland Engine	230,000.00	TIC Replacement	8,064.00
2006 Command Pickup	31,906.04	Accumulated Depreciation	<u>(794,246.00)</u>
2009 Crimson Fire Pumper	613,274.00		<u>1,252,459.39</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2011

When capital assets that are to be used in governmental activities are purchased the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balance decreases by the amount of financial resources expended, whereas net assets decrease by the amount of depreciation expense charged for the year.

Note 6 – Prepaid Expenses

Prepaid expenses on the balance sheet reports expense items for future periods that were paid for in the current period. These expenses will be recognized in the coming year, in the period to which they apply, and include the following:

TCAD, 2011 Service Fees	\$	4,528.48
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Note 7 – Sale of Undeveloped Land

In 2011, Travis County Emergency Services District #5 entered into a sales contract to sell 5.1 acres of undeveloped land with a basis of \$311,369.80 for \$348,975.00. The Organization received \$174,487.50 (\$174,214.03 after fees) down and a note receivable for \$174,487.50. The note is payable in 10 annual installments of \$17,448.75 plus interest at 4.5%. During 2011, the Organization recognized \$37,331.53 as a gain related to the sale.

Note 8 – Note Payables

Travis County Emergency Services District #5 has two secured note payables requiring annual payments of principal and interest.

The first loan, which was funded in October of 2009 in the amount of \$801,134.79 with an interest rate of 4.53%, was used to purchase a 2009 Crimson Fire Pumper and a 2009 Super Vac Rescue Truck. Annual payments of \$101,366.69 started in November of 2009 and will continue for 10 years.

The second loan, which was funded in December of 2009 in the amount of \$3,000,000 with an interest rate of 5.72%, was used to purchase land and will be used to build a new fire station. Annual payments of \$255,563.07 started in December of 2010 and will continue for 20 years.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

The balances on the two loans at December 31, 2011 are presented below:

	Note Payable, Trucks	Note Payable, Land & Building	Total
Due within one year	101,366.69	255,563.07	356,929.76
Due after one year	495,564.98	2,570,754.77	3,066,319.75
	\$596,931.67	\$2,826,317.84	\$3,423,249.51

Note 9 – Subsequent Events

On May 24, 2010 Travis County Emergency Services District #5 purchased land to build a new fire station. As of December 31, 2011 the new fire station was still underway with an estimated February 2012 completion. Actual completion date for the new fire station was in March of 2012.

Subsequent events were evaluated through June 1, 2012, which is the date the financial statements were available to be issued.



The Board of Directors of
Travis County Emergency Services District #5

In planning and performing our audit of the financial statements of Southwest Travis County Emergency Services District #5 for the year ended December 30, 2011, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

However, during our audit we became aware of a matter that presents an opportunity for strengthening internal controls and operating efficiency. This letter does not affect our report dated June 1, 2012, on the financial statements of Travis County Emergency Services District #5

We will review the status of these comments during our next audit engagement. We have already discussed this comment and suggestion with various Organization personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized as follows:

Bank Reconciliations

Both the checking and savings bank cash accounts were not reconciled for the entire year of 2011. We recommend the bank accounts are reconciled on a monthly basis to ensure that all transactions have been recorded and/or have been recorded correctly so that the financial statements are accurate.

Access Controls

Password protection has not been implemented for the Organization's accounting program, although the accounting software supports the use of passwords. Proper internal control procedures call for tightly controlled access to accounting books and records. Access to accounting programs is normally restricted via the use of passwords. Without password protection, the accounting system is not secure from unauthorized use and access. We recommend the immediate implementation of password protection for the accounting program.

Board Approvals

There were two new CDs opened in 2011 and there was no evidence that the board approved these. We recommend that the board approves every new CD and we recommend that this approval is noted in the board meeting minutes.

Rupert & Associates, P.C.

Austin, Texas
June 1, 2012

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 11
ANNUAL FINANCIAL REPORT**

FOR THE YEAR ENDED SEPTEMBER 30, 2011

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

ANNUAL FINANCIAL REPORT

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BLAKESLEE, MONZINGO & CO.

CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 1130
PFLUGERVILLE, TX 78691-1130
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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Travis County Emergency Services District No. 11
Del Valle, Texas

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Travis County Emergency Service District No. 11, as of and for the year ended September 30, 2011, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Service District No. 11 management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Travis County Emergency Service District No. 11, as of September 30, 2011, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 9 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide

any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Travis County Emergency Service District No. 11's financial statements as a whole. The Management's Discussion and Analysis and budgetary comparison are presented for purposes of additional analysis and are not a required part of the financial statements. The Management's Discussion and Analysis and budgetary comparison are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. Management's Discussion and Analysis and budgetary comparison has been subjected to the auditing procedures applied in the audit of the basic financial statements.

A handwritten signature in black ink, appearing to read "Blakeslee Monzingo". The signature is fluid and cursive, with a long horizontal stroke at the end.

Blakeslee, Monzingo, & Co.
Pflugerville, Texas
May 15, 2012

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

Management's Discussion and Analysis

September 30, 2011

As management of Travis County Emergency Services District No. 11 (the District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2011.

Financial Highlights

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$1,545,995 (net assets).
- The District's total net assets (government-wide) increased by \$272,137.
- As of the close of the current fiscal year, the District's governmental funds reported combined ending fund balances of \$1,398,065, an increase of \$267,237.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements which have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to these basic financial statements.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *statement of net assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or declining.

The *statement of activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, the accrual basis of accounting is used, which is similar to the accounting used by most private-sector companies.

The government-wide financial statements are on pages 10-11 of this report.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

Management's Discussion and Analysis

September 30, 2011

Fund Financial Statements

The fund financial statements begin on page 12 and provides detailed information about the most significant funds. A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are included in one category: governmental funds.

- **Governmental funds** – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which requires the recognition of revenue when earned, only so long as the funds are collectible within the period or soon enough afterwards to be sued to pay liabilities of the current period.

The governmental fund financial statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine the amount of financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds in the reconciliation on page 14.

Each year the District adopts a budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with this budget.

Notes to the financial statements. The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 17-23 of this report.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

Management's Discussion and Analysis

September 30, 2011

Government-wide Financial Analysis

As noted earlier, net assets may serve over time as a useful indicator of a District's financial position. Travis County Emergency Services District No. 11 assets exceeded liabilities by \$1,545,995 at the close of the most recent fiscal year.

The largest portion of the District's assets (57%) represents its investment in capital assets (e.g. fire trucks, equipment and land).

The remaining balance of the District's assets (43%) represents the unrestricted financial resources available for future operations.

Travis County Emergency Services District No. 11 Summary Statement of Net Assets

	09/30/11	09/30/10
<u>Assets:</u>		
Current and Other Assets	\$ 1,570,926	\$ 1,266,951
Capital Assets	2,119,444	2,266,896
Total Assets	\$ 3,690,370	\$ 3,533,847
 <u>Liabilities:</u>		
Current and other Liabilities	\$ 303,950	\$ 269,227
Long-term Debt Outstanding	1,840,425	1,990,762
Total Liabilities	2,144,375	2,259,989
 <u>Net Assets:</u>		
Unassigned	1,545,995	1,273,858
Total Net Assets and Liabilities	\$ 3,690,370	\$ 3,533,847

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11**Management's Discussion and Analysis****September 30, 2011****Governmental Activities**

Revenues for the District's governmental activities were \$2,700,320 and no program revenues while total expenses were \$2,428,183. The change in net assets was an increase of \$272,137.

**Travis County Emergency Services District No. 11
Summary Statement of Changes in Net Assets**

	<u>09/30/11</u>	<u>09/30/10</u>
General Revenue		
Property Taxes	\$ 865,403	\$ 742,314
Sales Taxes	1,816,995	1,007,202
Interest Income	1,742	3,172
Grant Income	-	-
Donation Income	1,250	1,275
Other Income	14,930	89,371
Gain/(loss) on Sale of assets	-	(155,643)
Total General Revenues	<u>2,700,320</u>	<u>1,687,691</u>
Expenses		
Public Safety	<u>2,428,183</u>	<u>2,090,109</u>
Total Expenses	<u>2,428,183</u>	<u>2,090,109</u>
Increase (Decrease) in Net Assets	272,137	(402,418)
Net Assets - Beginning	<u>1,273,858</u>	<u>1,676,276</u>
Net Assets - Ending	<u><u>\$1,545,995</u></u>	<u><u>\$1,273,858</u></u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

Management's Discussion and Analysis

September 30, 2011

Financial Analysis of the District's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of resources available for spending. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the District. At the end of the current fiscal year, unrestricted fund balance of the General Fund was \$1,398,065. As a measure of the General Fund's liquidity, it may be useful to compare unrestricted fund balance to total fund expenditures. Unrestricted fund balance represents 61% of total General Fund expenditures.

An Analysis of Significant Balances:

- Property tax revenue decreased by \$8,579 and sales tax increased by \$809,793.

General Fund Budgetary Highlights

There were no significant differences between the original budget and the final budget. Significant differences between final budget and actual can be briefly described as follows:

- Property taxes and sales taxes were budgeted at \$1,922,931, and actual was \$624,953 over budgeted income for a total of \$2,547,884.
- Sales tax revenues increased from the prior year due to a \$.05 increase in the local sales tax rate.
- Interest income was budgeted at \$4,000, and actual was \$1,742 due to the current economic conditions and historically low interest rates.
- Public safety, general and administrative expenditures were budgeted at \$1,922,198 and actual expenditures were over budget by \$344,441 for a total of \$2,266,639.
- Capital outlays were budgeted at \$0, and actual was \$31,930 due to the purchase of a vehicle.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

Management's Discussion and Analysis

September 30, 2011

Capital Assets and Debt Administration

Capital Assets: Travis County Emergency Services District No. 11 investment in capital assets for its governmental activities as of September 30, 2011 is \$2,119,444 (net of accumulated depreciation). This investment in capital assets includes fire trucks, building improvements, equipment and land. The total decrease in the District's investment in capital assets for the current fiscal year was \$147,452.

Major capital asset additions/deletions during the current fiscal year included the following:

- Purchase of a new vehicle.

Travis County Emergency Services District No. 11 Capital Assets

	BALANCE 09/30/10	ADDITIONS	DELETIONS	BALANCE 09/30/11
Vehicles	\$ 1,081,569	\$ 31,929	\$ -	\$ 1,113,498
Equipment	201,277	-	-	201,277
Furniture & Fixtures	21,135	-	-	21,135
Buildings	199,856	-	-	199,856
Construction in progress	567,036	-	-	567,036
Land	1,112,543	-	-	1,112,543
	3,183,416	31,929	-	3,215,345
Less Accumulated Depreciation	(916,520)	(179,381)	-	(1,095,901)
	\$ 2,266,896	\$ (147,452)	\$ -	\$ 2,119,444

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

Management's Discussion and Analysis

September 30, 2011

Long-term debt: At the end of the current fiscal year, the District had capital leases payable of \$582,062 and notes payable of \$1,390,837.

Economic Factors and Next Year's Budgets and Rates

The District's commissioners approved a resolution for approval of the ad valorem tax rate to \$.10 per \$100.00 valuation of the appraised property within the boundaries of the District for the next year. This tax will be used for maintenance and operations of the District.

Request for Information

This financial report is designed to provide a general overview of the Travis County Emergency Services District No. 11's finances and the District's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact TCESD #11, Attn: Treasurer, PO Box 1043, Del Valle, TX, 78671.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2011

	Governmental Activities
ASSETS	
Current assets	
Cash and cash equivalents	\$ 8,571
Investments	1,518,871
Receivables -	
Property taxes (net of uncollectible taxes)	43,484
Total current assets	1,570,926
Noncurrent assets	
Capital assets (net of accumulated depreciation)	1,006,901
Land	1,112,543
Total noncurrent assets	2,119,444
TOTAL ASSETS	\$ 3,690,370
LIABILITIES	
Current liabilities	
Accounts payable	\$ 88,405
Accrued expenses	41,680
Compensated absences payable	41,391
Capital leases payable	72,733
Notes payable	59,741
Total current liabilities	303,950
Noncurrent liabilities	
Capital leases payable	509,329
Notes payable	1,331,096
Total noncurrent liabilities	1,840,425
TOTAL LIABILITIES	2,144,375
NET ASSETS	
Unassigned	1,545,995
TOTAL NET ASSETS	1,545,995
TOTAL LIABILITIES AND NET ASSETS	\$ 3,690,370

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11
 STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2011

	Expenses	Program Revenues			Net (Expenses) Revenue and Changes in Net Assets	
Functions/Programs	Expenses	Administration Allocation	Expenses after Allocation of Administration	Charges for Services	Operating Grants and Contributions	Governmental Activities
Governmental Activities						
Public Safety	\$ 2,253,914	\$ 174,269	\$ 2,428,183	\$ -	\$ -	\$ (2,428,183)
Administration	174,269	(174,269)	-	-	-	-
Total Governmental Activities	<u>\$ 2,428,183</u>	<u>\$ -</u>	<u>\$ 2,428,183</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (2,428,183)</u>
			General Revenue			\$
			Property taxes			865,403
			Sales taxes			1,816,995
			Interest income			1,742
			Donation income			1,250
			Other income			14,930
			Total General Revenue			<u>2,700,320</u>
			Change in net assets			272,137
			Net Assets-Beginning			<u>1,273,858</u>
			Net Assets - Ending			<u>\$ 1,545,995</u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2011

	General Fund	(Memorandum) Total
ASSETS		
Cash	\$ 8,571	\$ 8,571
Investments	1,518,871	1,518,871
Receivables		
ESO	708	708
Property taxes	134,514	134,514
Total Assets	\$ 1,662,664	\$ 1,662,664
LIABILITIES AND FUND EQUITY		
Liabilities		
Accounts payable	\$ 88,405	\$ 88,405
Accrued expenses	41,680	41,680
Deferred revenue		
Property taxes	134,514	134,514
Total Liabilities	264,599	264,599
Fund Equity		
Fund balance -		
Unrestricted	1,398,065	1,398,065
Total Fund Equity	1,398,065	1,398,065
Total Liabilities and Fund Equity	\$ 1,662,664	\$ 1,662,664
Total Governmental Fund Balance	\$ 1,398,065	\$ 1,398,065
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		2,119,444
Capital leases used in governmental activities are not financial resources and therefore are not reported in the funds.		(2,014,290)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
Property tax receivable		43,484
Eso receivable		(708)
Net Assets of Governmental Activities		\$ 1,545,995

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2011

	<u>General Fund</u>	<u>Total (Memorandum)</u>
REVENUES		
Property taxes, including penalties and interest	\$ 730,889	\$ 730,889
Sales tax receipts	1,816,995	1,816,995
Miscellaneous income	14,222	14,222
Interest income	1,742	1,742
Billing income	708	708
Donation income	1,250	1,250
	<u>2,565,806</u>	<u>2,565,806</u>
Total Revenues	<u>2,565,806</u>	<u>2,565,806</u>
EXPENDITURES		
Current		
General and administrative	174,269	174,269
Public safety	1,849,631	1,849,631
Capital outlay	31,929	31,929
Capital leases		
Principal	69,346	69,346
Interest	28,675	28,675
Notes		
Principal	56,514	56,514
Interest	88,205	88,205
	<u>2,298,569</u>	<u>2,298,569</u>
Total Expenditures	<u>2,298,569</u>	<u>2,298,569</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>267,237</u>	<u>267,237</u>
NET CHANGE IN FUND BALANCE	267,237	267,237
FUND BALANCE, beginning of year	<u>1,130,828</u>	<u>1,130,828</u>
FUND BALANCE, end of year	<u>\$ 1,398,065</u>	<u>\$ 1,398,065</u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11
 RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2011

Net Change in Fund Balances - Total Governmental Funds	\$	267,237
<p>Amounts reported for governmental activities in the Statement of Activities are different because</p>		
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.</p>		
		(147,523)
<p>Repayment of capital leases and notes payable is an expenditure in the governmental funds, but the repayment reduces capital leases and notes payable in the statement of net assets.</p>		
		125,860
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.</p>		
Property tax receivable		43,484
Eso receivable		(708)
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditure in the governmental funds.</p>		
		<u>(16,213)</u>
Change in Net Assets of Governmental Activities	\$	<u><u>272,137</u></u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL: GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2011

	Original	Final	Actual	Variance With Final Budget Favorable (Unfavorable)
REVENUES				
Ad valorem tax	\$ 620,420	\$ 620,420	\$ 730,889	\$ 110,469
Sales tax	1,302,511	1,302,511	1,816,995	514,484
Miscellaneous income	-	-	14,222	14,222
Interest income	4,000	4,000	1,742	(2,258)
Billing income	-	-	708	708
Donation income	10,000	10,000	1,250	(8,750)
Sale of land	-	-	-	-
TOTAL REVENUES	1,936,931	1,936,931	2,565,806	628,875
EXPENDITURES				
Administration Expenses	52,000	52,000	111,469	(59,469)
Human Resource Expenses	152,775	152,775	145,793	6,982
Dues & Subscriptions	850	850	-	850
Legal Expense	15,000	15,000	15,422	(422)
Station 1101	11,995	11,995	11,561	434
Station 1102	15,322	15,322	8,708	6,614
Station 1103	15,355	15,355	16,281	(926)
Admin/Training Building	4,620	4,620	4,844	(224)
Vehicle Maintenance	40,000	40,000	95,685	(55,685)
Fuel	44,400	44,400	66,981	(22,581)
SCBA Maintenance	4,274	4,274	14,051	(9,777)
Training Expenses Standard	51,000	51,000	34,106	16,894
Communications Equipment	56,265	56,265	43,439	12,826
Operational Expenses	8,000	8,000	62,102	(54,102)
Firefighter Clothing	7,323	7,323	1,494	5,829
Uniforms	4,150	4,150	2,129	2,021
Insurance	33,067	33,067	37,811	(4,744)
Information Technology	3,063	3,063	10,925	(7,862)
Public Education/Community Service & Out	-	-	279	(279)
Debt Service	134,446	134,446	125,860	8,586

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL: GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2011

	Original	Final	Actual	Variance With Final Budget Favorable (Unfavorable)
Capital Outlay	-	-	31,930	(31,930)
Interest Interest	108,294	108,294	116,881	(8,587)
Staffing	1,160,000	1,160,000	1,340,818	(180,818)
	-	-		-
TOTAL EXPENDITURES	<u>1,922,198</u>	<u>1,922,198</u>	<u>2,298,569</u>	<u>(376,371)</u>
Excess (deficiency) of revenues over (under) expenditures and other sources (uses)	14,733	14,733	267,237	252,504
FUND BALANCE, beginning of year	<u>1,130,828</u>	<u>1,130,828</u>	<u>1,130,828</u>	-
FUND BALANCE, end of year	<u><u>\$ 1,145,561</u></u>	<u><u>\$ 1,145,561</u></u>	<u><u>\$ 1,398,065</u></u>	<u><u>\$ 252,504</u></u>

See accompanying notes and independent auditor's report

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Travis County Emergency Services District No. 11 (the District) is presented to assist in understanding the District's basis financial statements. The basic financial statements and notes are representations of the District's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

A. Reporting Entity

The Travis County Emergency Services District No. 11 was created by Article III, Section 48-d of the Constitution of Texas to protect life and property from fire and to conserve natural and human resources.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net assets and the statement of activities. These statements report financial information for the District as a whole. The primary government unit is presented separately within the financial statements with the focus on the primary government. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes, from business-type activities, generally financed in whole or in part with fees charged to external customers.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarized more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Taxes and other revenue sources not properly included with program revenues are reported as general revenues.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenue to be available when it is collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

The District reports the following major governmental fund:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Private-sector standards of accounting and financial reporting issued prior to November 30, 1989, generally are followed in both the government-wide fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board.

Major revenue sources susceptible to accrual include property taxes and sales tax. In general, other revenues are recognized when cash is received.

When both restricted and unrestricted resources are available for us, it is the District's policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Budget

The budget as adopted by the Board is presented in the accompanying financial statements on the same basis of accounting as actual amounts. The budget is not legally binding.

No supplemental appropriations were made during the year. Appropriations lapse at the end of the year.

E. Property Taxes

Ad valorem taxes, penalties and interest are reported as revenue in the fiscal year in which they become available to finance expenditures of the District.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Capital Assets

Capital assets, which include property, plant and equipment, are reported in the governmental activities columns in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The District's capitalization policy is any asset over \$2,500.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Property, plant, and equipment of the primary government is depreciated using the straight line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
New Fire Trucks	20
Equipment/Used Fire Trucks	10
Building Improvements	40

NOTE 2 - CASH AND INVESTMENTS

At September 30, 2011, the carrying amount of the District's deposits was \$8,571 and the bank balance was \$42,866. The bank balance throughout the year was covered by federal depository insurance or by collateral held by the District's agent in the District's name.

The District has investments of \$1,518,871 in the Texas Local Government Investment Pool (TexPool). TexPool is a public funds investment pool created by the Treasurer of the State of Texas pursuant to the Interlocal Cooperation Act of the State of Texas. The District has delegated the authority to hold legal title to TexPool as custodian and to make investment purchases with the District's funds. The District owns specific, identifiable investment securities of the pool; consequently, no disclosure of categories of credit risk is made. The market value of the TexPool investments at September 30, 2011 is \$1,518,871. The market value is determined by the number of pool shares owned on that day. Each share is valued at \$1.00.

NOTE 3 - PROPERTY TAXES

The District's property tax is levied each October 1, on the assessed value of property listed as of the prior January 1, for all real and taxable personal property located in the District. The assessed value of the property rolls as of January 1, 2010, upon which the 2011 levy was based, was in the amount of \$698,801,500.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

NOTE 3 - PROPERTY TAXES (continued)

Taxes are due by January 31, following the October 1, levy date, and the tax rate was \$.10, per \$100 assessed valuation. As an emergency services district, State law allows the District to levy up to a maximum of \$.10 per \$100 assessed valuation.

Property taxes not collected in the current period are not expected to be collected in time to pay liabilities of the current year. Such taxes are considered not to be available, and as such, are not accrued as revenue in the current year. The uncollected property taxes are offset by an equal amount of deferred revenue. The property taxes receivable in the amount of \$134,514, net of allowance for doubtful accounts in the amount of \$91,030, is \$43,484.

NOTE 4 - FIXED ASSETS

During 2011, the District had fixed asset additions totaling \$31,929. A summary of changes in General Fixed Assets is as follows:

	BALANCE 9/30/2009	ADDITIONS	DELETIONS	BALANCE 9/30/2010
Vehicles	\$ 1,081,569	\$ 31,929	\$ -	\$ 1,113,498
Equipment	201,277	-	-	201,277
Furniture & Fixtures	21,135	-	-	21,135
Buildings	199,856	-	-	199,856
Construction in progress	567,036	-	-	567,036
Land	1,112,543	-	-	1,112,543
	<u>3,183,416</u>	<u>31,929</u>	<u>-</u>	<u>3,215,345</u>
Less Accumulated Depreciation	(916,520)	(179,381)	-	(1,095,901)
	<u>\$ 2,266,896</u>	<u>\$ (147,452)</u>	<u>\$ -</u>	<u>\$ 2,119,444</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

NOTE 5 – LONG-TERM DEBT

Long-term debt at September 30, 2011 consisted of the following:

Notes payable to Governmental Capital Corporation at 5.751%, secured by land, due in annual installments through June 2027	\$ 723,620
Notes payable to Governmental Capital Corporation at 5.637%, secured by revenue, due in annual installments through October 2028	503,905
Notes payable to Governmental Capital Corporation at 5.721%, by revenue, due in annual installments through December 2027	<u>163,312</u>
	1,390,837
Less current portion	<u>59,741</u>
	<u><u>\$ 1,331,096</u></u>

Maturities of long-term debt for the fiscal years subsequent to September 30, 2011 are as follows:

	<u>Amount</u>
2012	\$ 59,741
2013	57,118
2014	58,459
2015	61,797
2016	65,325
Thereafter	<u>1,088,397</u>
	<u><u>\$1,390,837</u></u>

The districts' pledge of future revenues as collateral for the above noted long-term debts is equal to the amount of the annual payment for the specific obligation.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

NOTE 6 - COMMITMENTS UNDER CAPITAL LEASE

The District is obligated under certain leases accounted for as capital leases. The leased assets and related obligations are accounted for in the General Fixed Assets Account Group and the General Long-Term Debt Account Group, respectively. Assets under capital leases totaled \$975,000 at September 30, 2011.

The General Long-Term Debt Account Group includes the District's obligations under capital leases which are not due in the current period. Following is a summarization of capital lease transactions for the year ended September 30, 2011:

Balance, September 30, 2010	\$ 648,179
Retirement of debt	(66,117)
	<u>582,062</u>
Less current portion	72,733
Balance, September 30, 2011	<u><u>\$ 509,329</u></u>

Lease commitments are as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2012	\$ 98,021
2013	98,021
2014	98,021
2015	98,021
2016	98,021
Thereafter	<u>144,454</u>
Minimum Capital lease Payments	634,559
Less: Amount representing interest incremental borrowing rate of interest	<u>(52,497)</u>
Present Value of minimum lease payments	<u><u>\$ 582,062</u></u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 11

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2011

NOTE 7 – ECONOMIC DEPENDENCY

The District is dependent on local taxpayers who comprise approximately 95% of the District's total revenue for the year ending September 30, 2011.

NOTE 9 – STABILIZATION AMOUNT

Governmental Accounting Standards Board Statement No. 54 (Fund Balance Reporting and Governmental Fund Type Definitions) became effective June 15, 2010.

The District has not set aside any funds for a stabilization amount to be carried as of September 30, 2011. These are amounts formally set aside for use in emergency situations or when revenue shortages or budgetary imbalances arise.

Audited Financial Statements

Prepared for:

Travis County Emergency Services District #5

For the Year Ended

December 31, 2010

Rupert & Associates, P.C.

10616 Manchaca Rd.

Austin, TX 78748

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

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Independent Auditor's Report

Travis County Emergency Services District #5
Board of Directors

We have audited the accompanying financial statements of the general fund of Travis County Emergency Services District #5 as of and for the year ended December 31, 2010, as listed in the table of contents. These financial statements are the responsibility of Travis County Emergency Services District #5's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the Travis County Emergency Services District #5 as of December 31, 2010, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on page 3 and 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management

about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Rupert & Associates, P.C.

Austin, TX
May 17, 2011

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5

Management's Discussion and Analysis

Discussion and analysis of the financial performance for Emergency Service District #5 provides an overview of the ESD financial activities for year ended December 31, 2010.

FINANCIAL HIGHLIGHTS

The tax allocation from Travis County was \$872,600. This represents a decrease of \$10,100 or approximately 1.1 percent.

Collection of sales tax receipts for ESD #5 was \$333,000. This increase of \$88,000 is approximately 35.9 percent. The increase was primarily due to hiring a consultant to advise all telecommunication providers of their obligations on sales tax to ESD #5. In an election in November in 2010, residents of the ESD supported an increase of sales tax to two percent from the previous one percent. This increase went into effect April 1, 2011.

Expenses of Manchaca Fire and Rescue were \$614,600. This increase of \$39,600 is approximately 7 percent.

Loan payment for trucks purchased in 2009 was \$102,000. This was the second of ten payments. The \$3,000,000 loan for the purchase of land and construction of a new station required a payment of \$255,563. This was the second of twenty payments.

Travis County Emergency Services District #5
**Statement of Net Assets and
 Governmental Funds Balance Sheet**
December 31, 2010

	General Fund	Total	Adjustments	Statement of Net Assets
ASSETS				
Current Assets				
Cash and Cash Equivalents	\$ 2,060,700.16	\$ 2,060,700.16	\$ -	\$ 2,060,700.16
Investments	1,293,626.67	1,293,626.67	-	1,293,626.67
Property Tax Receivable	519,677.41	519,677.41	-	519,677.41
Sales Tax Receivable	31,602.54	31,602.54	-	31,602.54
Prepaid Expenses	4,709.32	4,709.32	-	4,709.32
Construction in Progress			130,560.53	130,560.53
Other capital assets, net of accumulated depreciation			1,832,424.39	1,832,424.39
	<u>3,910,316.10</u>	<u>3,910,316.10</u>	<u>1,962,984.92</u>	<u>5,873,301.02</u>
Total Assets	<u>\$ 3,910,316.10</u>	<u>\$ 3,910,316.10</u>	<u>1,962,984.92</u>	<u>5,873,301.02</u>
LIABILITIES				
Long-term liabilities:				
Due within one year			356,929.76	356,929.76
Due after one year			3,226,190.16	3,226,190.16
	<u>-</u>	<u>-</u>	<u>3,583,119.92</u>	<u>3,583,119.92</u>
Total Liabilities	<u>-</u>	<u>-</u>	<u>3,583,119.92</u>	<u>3,583,119.92</u>
FUND BALANCES / NET ASSETS				
Fund balances:				
Unreserved	<u>3,910,316.10</u>	<u>3,910,316.10</u>	<u>(3,910,316.10)</u>	<u>-</u>
Total fund balance	<u>3,910,316.10</u>	<u>3,910,316.10</u>	<u>(3,910,316.10)</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 3,910,316.10</u>	<u>\$ 3,910,316.10</u>		
Net Assets:				
Invested in capital assets, net of related debt			(1,750,695.53)	(1,750,695.53)
Unrestricted			3,910,316.10	4,040,876.63
Total net assets			<u>\$ 2,159,620.57</u>	<u>\$ 2,290,181.10</u>

The accompanying notes are an integral part of these financial statements.

Travis County Emergency Services District #5
Statement of Activities and
Governmental Fund Revenues, Expenditures, and
Changes in Fund Balances
For the Year Ended December 31, 2010

	General Fund	Total	Adjustments	Statement of Activities
Revenues:				
Property Taxes	\$ 872,656.28	\$ 872,656.28		\$ 872,656.28
Sales Tax	333,129.00	333,129.00		333,129.00
Investment Earnings	9,397.58	9,397.58		9,397.58
Miscellaneous Income	1,604.17	1,604.17		1,604.17
Total revenues	<u>1,216,787.03</u>	<u>1,216,787.03</u>	-	<u>1,216,787.03</u>
Expenditures/expenses:				
Current:				
ESD Operations	174,217.47	174,217.47	(130,560.53)	43,656.94
Manchaca Volunteer Fire Department	635,425.80	635,425.80		635,425.80
Debt Service:				
Principal	217,787.24	217,787.24	(217,787.24)	-
Interest	203,990.17	203,990.17		203,990.17
Depreciation	-	-	288,825.00	288,825.00
Total expenditures/expenses	<u>1,231,420.68</u>	<u>1,231,420.68</u>	<u>(59,522.77)</u>	<u>1,171,897.91</u>
Excess of revenues over expenditures	(14,633.65)	(14,633.65)	59,522.77	
Change in net assets				44,889.12
Fund balance / net assets:				
Beginning of the year	3,924,949.75	3,924,949.75	(1,734,209.77)	2,190,739.98
Prior Period Adjustment		-	54,552.00	54,552.00
Adjusted beginning balance	<u>3,924,949.75</u>	<u>3,924,949.75</u>	<u>(1,679,657.77)</u>	<u>2,245,291.98</u>
End of the year	<u>\$ 3,910,316.10</u>	<u>\$ 3,910,316.10</u>	<u>\$ (1,620,135.00)</u>	<u>\$ 2,290,181.10</u>

The accompanying notes are an integral part of these financial statements.

Travis County Emergency Services District #5
Budgetary Comparison
For the Year Ended December 31, 2010

	Actual	Budget	Variance
Revenues:			
Property Taxes	\$ 872,656.28	\$ 882,000.00	(9,343.72)
Sales Tax	333,129.00	233,000.00	100,129.00
Investment Earnings	9,397.58	4,000.00	5,397.58
Miscellaneous Income	1,604.17	-	1,604.17
Total revenues	<u>1,216,787.03</u>	<u>1,119,000.00</u>	<u>97,787.03</u>
Expenditures/expenses:			
Current:			
ESD Operations	174,217.47	348,000.00	(173,782.53)
Manchaca Volunteer Fire Department	635,425.80	587,000.00	48,425.80
Debt Service:			
Principal	217,787.24	167,000.00	50,787.24
Interest	<u>203,990.17</u>	<u>-</u>	<u>203,990.17</u>
Total expenditures/expenses	<u>1,231,420.68</u>	<u>1,102,000.00</u>	<u>129,420.68</u>
Excess of revenues over expenditures	(14,633.65)	17,000.00	(31,633.65)

The accompanying notes are an integral part of these financial statements.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2010

Note 1 - Summary of Significant Accounting Principles

Reporting Entity

The Travis County Emergency Services District #5 was organized in the State of Texas under Article III, Section 48-e of the Texas Constitution for the protection of human life and health as provided by this Act.

Creation and Purpose of Travis County Emergency Services District #5

The county judge was presented with a petition signed by at least one hundred qualified voters of Travis County who own taxable real property within the proposed district. The petition requested the formation of an emergency services district.

The specific purpose of the Travis County Emergency Services District #5 is to provide medical and ambulance and fire fighting services within the boundaries of Travis County.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the nonfiduciary activities of the primary government.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Revenues* include tax distributions from the Travis County Appraisal District, sales tax distributions from Texas Comptroller of Public Accounts, and interest earned on cash held in interest-bearing accounts and a fixed term CD. Travis County Emergency Services District #5 has one fund, the general fund, to account for the acquisition, use, and balances of the government's expendable financial resources and the related current liabilities.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2010

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental fund:

General Fund - The General Fund is used to account for all financial resources of the District. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District. This fund accounts for all activities of the district.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Basis of Accounting

The District uses one fund type to account for its operations. The governmental fund is accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). The term available means that the revenues will be collected during the year or soon enough thereafter to pay liabilities arising from operations during the year just ended. Expenditures, if measurable, are generally recognized on the modified accrual basis of accounting when the related liability is incurred.

Cash and Cash Equivalents

The District considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2010

Allowance for Doubtful Accounts

No allowance for doubtful accounts is recorded because all property and sales tax receivables will ultimately be collected. However, the time of collection as well as the ultimate amount to be collected is indefinite, based on taxpayer protests and appraisal district adjustments.

Note 2 - Tax Assessment

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. Property taxes are recognized as revenue when they are measurable and available. Taxes are billed and collected by the Travis Central Appraisal District and the Travis County Tax Office.

Note 3 – Cash Deposits

The Board of Commissioners has the authority to designate one or more banks to serve as depositories for the funds of the district. To the extent that the funds in a depository bank are not insured by the Federal Deposit Insurance Corporation, the funds are secured in the manner provided by law for the security of county funds. Bank balances of TCESD#5 that exceed FDIC limits are entirely collateralized with securities held by Bank of America in the name of TCESD#5. Securities pledged by the Bank on behalf of TCESD#5 had a market value of \$3,266,952.88 at year end.

Minimal cash balances are normally maintained in the District’s checking account. The majority of the District’s funds are normally maintained in the savings account. As of December 31, 2010 Travis County Emergency Services District #5 maintained the majority of their funds in their savings account due to a loan that was received for a new building that has not been completed. The District’s carrying amount of cash in checking and savings at December 31, 2010, is presented below.

Bank of America, Savings	\$	1,998,751.47
Bank of America, Checking		<u>61,948.69</u>
Total Cash & Equivalent		2,060,700.16
Fixed Term CD #5628		150,401.57
Fixed Term CD #3171		344,512.19
Fixed Term CD #1629		298,044.08
Fixed Term CD #7139		<u>500,668.83</u>
Total Investments		1,293,626.67
Total Cash & Investments	\$	<u><u>3,354,326.83</u></u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2010

Note 4 – Revenues and Receivables

Property tax revenues collected during the year ended December 31, 2010, and receivables at year-end are made up of the sum of the following:

	<i>Collected</i>	<i>Receivable</i>	<i>Current Revenue</i>
2009	377,537.74	8,760.99	
2010	490,002.76	376,536.84	866,539.60
Deposits in Transit	(118,229.53)	118,229.53	
Prior Years	9,080.85	16,150.05	
Penalties & Interest	6,116.68		6,116.68
	<u>\$ 764,508.50</u>	<u>\$ 519,677.41</u>	<u>\$ 872,656.28</u>

Sales tax revenues collected during the year ended December 31, 2010, and receivables at year-end are as follows:

	<i>Collected</i>	<i>Receivable</i>	<i>Current Revenue</i>
2010 \$	301,526.46	\$ 31,602.54	\$ 333,129.00

Note 5 – Fixed Assets

Fixed assets are reported net of accumulated depreciation on the financial statements. These assets are reported at cost or estimated fair market value at the date of donation and are depreciated using the straight line method over the estimated useful life of the asset. Transferred assets are shown net of depreciation at date of transfer as follows:

Land at 1626	841,540.35	2009 Super Vac Rescue Truck	504,325.92
Station 503	7,289.00	Pumper Truck Accessories	36,476.17
Station 501	7,289.00	Equipment for Fire Rescue	2,089.00
Station 505	5,143.00	Equipment for Fire Rescue	12,310.00
Station 502	40,338.00	Robot	8,313.00
1985 Ford Tanker	0.00	Skid Unit 1	0.00
1997 Ford Fire Truck	0.00	Skid Unit 2	0.00
1998 Spartan Fire Truck	0.00	Spreader	763.00
1999 Ford Pickup	0.00	Hydraulic Pump	1,095.00
2001 International Fire Truck	0.00	Personal Power Unit	730.00
2003 International Fire Truck	0.00	TIC Camera 1	0.00
2004 Ford Pickup	3,565.00	TIC Camera 2	0.00
2004 Ford Pickup	3,565.00	TIC Camera 3	0.00
2006 Wildland Engine	230,000.00	TIC Replacement	8,064.00
2006 Command Pickup	31,905.59	Accumulated Depreciation	<u>(525,650.64)</u>
2009 Crimson Fire Pumper	613,274.00		1,832,424.39

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements - 2010

When capital assets that are to be used in governmental activities are purchased the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balance decreases by the amount of financial resources expended, whereas net assets decrease by the amount of depreciation expense charged for the year.

Note 6 – Prepaid Expenses

Prepaid expenses on the balance sheet reports expense items for future periods that were paid for in the current period. These expenses will be recognized in the coming year, in the period to which they apply, and include the following:

TCAD, 2011 Service Fees	\$	4,709.32
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Note 7 – Note Payables

Travis County Emergency Services District #5 has two secured note payables requiring annual payments of principal and interest.

The first loan, which was funded in October of 2009 in the amount of \$801,134.79 with an interest rate of 4.53%, was used to purchase a 2009 Crimson Fire Pumper and a 2009 Super Vac Rescue Truck. Annual payments of \$101,366.69 started in November of 2009 and will continue for 10 years.

The second loan, which was funded in December of 2009 in the amount of \$3,000,000 with an interest rate of 5.72%, was used to purchase land and will be used to build a new fire station. Annual payments of \$255,563.07 started in December of 2010 and will continue for 20 years.

The balances on the two loans at December 31, 2010 are presented below:

	Note Payable, Trucks	Note Payable, Land & Building	Total
Due within one year	101,366.69	255,563.07	356,929.76
Due after one year	566,669.63	2,659,520.53	3,226,190.16
	\$668,036.32	\$2,915,083.60	\$3,583,119.92

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #5
Notes to the Financial Statements

Note 8 – Subsequent Events

On May 24, 2010 Travis County Emergency Services District #5 purchased land to build a new fire station. As of December 31, 2010 the new fire station is still in the developing and planning stage of the construction.

Subsequent events were evaluated through May 17, 2011, which is the date the financial statements were available to be issued

Note 9 – Prior Period Adjustment

Two prior period adjustments were made to correct prior years. One adjustment for \$(24,472.00) was made against fixed assets to adjust the depreciation method to straight line depreciation. The other adjustment for \$79,024.00 was made against fixed assets to transfer the remaining assets from Manchaca Volunteer Fire Department to Travis County Emergency Services District #5.



The Board of Directors of
Travis County Emergency Services District #5

In planning and performing our audit of the financial statements of Southwest Travis County Emergency Services District #5 for the year ended December 30, 2010, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

However, during our audit we became aware of a matter that presents an opportunity for strengthening internal controls and operating efficiency. This letter does not affect our report dated May 17, 2011, on the financial statements of Travis County Emergency Services District #5

We will review the status of these comments during our next audit engagement. We have already discussed this comment and suggestion with various Organization personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized as follows:

Bank Cash Accounts

Both the checking and savings bank cash accounts were not reconciled for the entire year of 2010. In addition, September 2010 transactions for these accounts were not entered. We recommend the bank accounts are reconciled on a monthly basis to ensure that all transactions have been recorded and/or have been recorded correctly so that the financial statements are accurate.

Access to Accounting Program

Password protection has not been implemented for the Organization's accounting program, although the accounting software supports the use of passwords. Proper internal control procedures call for tightly controlled access to accounting books and records. Access to accounting programs is normally restricted via the use of passwords. Without password protection, the accounting system is not secure from unauthorized use and access. We recommend the immediate implementation of password protection for the accounting program.

New Certificates of Deposit

There were two new CDs opened in 2010 and there was no evidence that the board approved these. We recommend that the board approves every new CD and we recommend that this approval is noted in the board meeting minutes.

Payments to Manchaca Volunteer Fire Department

More than half of the payments to Manchaca Volunteer Fire Department were not approved in the board meeting minutes. We recommend that the board approves every payment to Manchaca Volunteer Fire Department and we recommend that this approval is noted in the board meeting minutes.

Rupert & Associates, P.C.

Austin, Texas
May 17, 2011



Travis County Commissioners Court Agenda Request

Meeting Date: 10/30/2012

Prepared By/Phone Number: Michael G Hemby – TCSO - 44924 *mgh*

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton *JH*

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE: Consider and Approve Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) between Travis County and various partner agencies for the purpose of establishing sustainment funding for the center.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Interlocal agreement between Travis County and partner agencies to provide for sustainment funding for the Austin Regional Intelligence Center (ARIC). Funding was approved in the FY 13 Travis County Budget.

STAFF RECOMMENDATIONS:

Recommended for approval.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

Funding level not to exceed \$99,450.00 for this fiscal year. Funding is provided in TCSO budget via PBO.

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 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 19, 2012
To: Travis County Commissioners Court
From: Michael G Hemby 783, Planning Manager 
Subject: ARIC Interlocal

Proposed Motion:

Consider and Approve Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) between Travis County and various partner agencies for the purpose of establishing sustainment funding for the center.

Summary & Recommendation:

The Travis County Sheriff's Office, in partnership with regional public safety agencies opened the Austin Regional Intelligence Center back in 2009. Initial funding was via a federal grant which funded equipment and personnel for the center. This funding ended for personnel in 2011 and all agencies shifted that funding to local sources.

As part of that shift in funding sources, the governing board for ARIC came up with an internal funding mechanism to support the infrastructure and operating costs for the center. This funding was set by the number of sworn law enforcement officers for each agency who have direct benefit from their resources. The agencies represented in this agreement include;

- Austin Police Department and Austin Fire Department
- Austin Independent School District Police Department
- Georgetown Police Department
- Hays County Sheriff's Office
- Pflugerville Police Department
- Round Rock Police Department
- San Marcos Police Department
- Travis County Sheriff's Office
- University of Texas Police Department
- Williamson County Sheriff's Office

In the FY13 budget process, TCSO requested and the Commissioners' Court approved the required funding for our portion of these operating costs. The attached interlocal agreement

was developed between the partners and reflects the terms of that partnership and sets forth the mechanism for the cost sharing of said center.

This interlocal is structured to automatically renew on an annual basis with notices sent to the partner agencies of any costs allocation adjustments.

There appear to be no issues or concerns with approving the recommended action by TCSO personnel or either the governing or operating board.

Attachment:

Interlocal Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC)

Cc:

County Attorney – Jim Connolly
County Purchasing – Cyd Grimes
PBO – Travis Gatlin
TCSO Finance – Paul Matthews



Safety, Integrity, Tradition of Service

**INTERLOCAL COOPERATION AGREEMENT
FOR SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the following parties: the City of Austin, Austin Independent School District through its Police Department, 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 (collectively referred to as the "Partner Agencies") for the purpose of establishing sustainment funding for the Austin Regional Intelligence Center (ARIC or Center).

RECITALS

The Austin Regional Intelligence Center (ARIC) is a collaborative effort of ten public safety agencies in Hays, Travis and Williamson Counties. ARIC Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the ARIC Partner Agencies' governing bodies approved an Interlocal Cooperation Agreement that established and outlined the intent of the Partner Agencies to centralize efforts and co-locate (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

The Original ARIC Agreement assigns the primary responsibility for the operation of the ARIC to the City of Austin through its Police Department (APD). Further, the Original ARIC

Agreement assigns the City of Austin as the Fiscal Agent for grants provided in support of ARIC, and requires that it provide office space, equipment, and supplies in order to carry out the administrative operation of ARIC. This Agreement recognizes and continues those assignments of duties.

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

AGREEMENT

1. Definitions.

- A. Annual Assessment means the proportionate share of the Operating Costs stated in the Budget by all Partner Agencies determined in accordance with that Partner Agency's participation level determined as described in 2.A. and as detailed on Exhibit A of that Fiscal Year's approved Budget.
- B. City means the City of Austin.
- C. Operating Costs are all costs associated with direct purchase of goods and services, including but not limited to computer hardware, computer software, and hardware and software maintenance and replacement. Operating Costs also include technology enhancements necessary to improve the efficiency and effectiveness of ARIC.
- D. Fiscal Year means the fiscal year adopted by the City. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.
- E. Original ARIC Agreement means the Interlocal Agreement that established the ARIC in calendar year 2010.
- F. Partner Agencies means the entities that are parties to the Original ARIC Agreement and that are parties to this Agreement.
- G. All terms and definitions described in the Original ARIC Agreement have the same meaning in this Agreement and are fully incorporated in it.

2. Budget.

A. **Proportional Cost Allocation.** The annual Operating Costs shall be shared based on the participation levels of each Partner Agency. The Partner Agencies have identified the number of sworn personnel in each Partner Agency that are in positions that will use the services provided by this Agreement, as shown in Exhibit A ("Identified Positions"). The formula for the participation level for each Partner Agency is the approved Budget for Operating Costs divided by the total number of Identified Positions in all Partner Agencies. This per Identified Position contribution is multiplied by the number of Identified Positions in a Partner Agency. The Partner Agencies may modify the number of Identified Positions as needed each Fiscal Year. Each Partner Agency's Annual Assessment includes amounts that may be held in reserve in anticipation of future hardware replacements. Costs that are incurred to benefit only one individual Partner Agency shall be paid only by the Partner Agency benefiting from such ARIC enhancements.

B. **Annual Budget.** The Director of ARIC shall prepare an annual budget on a Fiscal Year basis and submit this budget to the Operational Management Team. The Operational Management Team shall review and adjust the Budget, as needed, and then submit the Budget to the Executive Board. The Executive Board shall, no later than March 1st of each year, recommend that each Partner Agency approve the Budget and appropriate its Annual Assessment in its budget for its next fiscal year.

C. **Budgeted Expenditures.** After the Budget has been approved and funded by the Partner Agencies, the City is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Budget require additional budget approval and funding by all of the Partner Agencies, or re-allocation of existing funds by the Executive Board.

D. **Funding Transfers to City.** Once each Partner Agency appropriates its Annual Assessment in its annual budgetary process, the City shall provide timely and accurate invoices as described in this 2. D. under subsection a) to facilitate the transfer of funds by each Partner Agency to City. The City and the Partner Agencies shall each comply with the following procedures to facilitate payment by City to the ARIC vendors and contractors:

- a). **Invoice for Annual Assessment.** At least 30 days prior to the beginning of each Fiscal Year, the City shall send each Partner Agency an invoice for its Annual Assessment.
- b). **Approval of Invoice Amount.** Each Partner Agency must notify City in writing within 15 business days after receipt of the invoice for the Annual Assessment if its invoice does not correctly state its Annual Assessment.
- c). **Payment Instructions.** City must provide payment instructions to each Partner Agency for the transfer of Partner Agency funds to the City.
- d). **Partner Agency Funds.** Each Partner Agency must pay its Annual Assessment to the City no later than 60 calendar days after receipt of the invoice.

3. ARIC Fund.

- A. The City shall establish a separate fund for ARIC in its accounting records ("ARIC Fund") that is dedicated to the administration of the ARIC. All funds received from Partner Agencies and other ARIC revenues, including income earned from investment of the ARIC Fund, shall be credited to the ARIC Fund. All ARIC obligations shall be debited from the ARIC Fund. The records for the ARIC Fund shall be maintained in compliance with generally accepted accounting principles.
- B. **Investment Income.** The ARIC Fund is invested by City in the same manner as City invests its excess funds. Any income earned on the funds invested from the ARIC Fund is credited to the ARIC Fund for the benefit of the ARIC, unless otherwise required by law. Any income earned in the current year will be retained and used to fund anticipated and unanticipated costs in subsequent years, as approved by the Operational Management Team and the Executive Board.
- C. **Quarterly Statements.** Within 30 days after the end of each quarter, City must provide quarterly statements showing the credits to and debits from the ARIC Fund, including any income earned, to each Partner Agency. The quarterly statements must include beginning and ending ARIC Fund balances. Statements for 'year-end' fund status must be provided as soon after year-end closeout as possible but in no event more than 45 days after the end of the Fiscal Year.

D. **Payments.** Subject to the availability of sufficient funds in the ARIC Fund, the City shall pay ARIC contractors and vendors in compliance with the Texas Prompt Payment Act.

E. **Reports.** The City shall provide each Partner Agency with a monthly report comparing the Budget with the actual expenses incurred in that month and in the current Fiscal Year to date. This report will be provided during the monthly Operational Management Team meeting.

4. **Funding.** The Partner Agencies specifically acknowledge that funding for each Partner Agency's Annual Assessment must go through that Partner Agency's normal budgeting process; and after approval by its governing body, is payable from current revenue available to each funding Partner Agency in compliance with 2. D.

5. **Failure to Appropriate or Partial Funding.** If any Partner Agency fails to appropriate its Annual Assessment by the first day of the Fiscal Year for which the Operating Budget is applicable ("Unfunded Party") or appropriates less than its Annual Assessment for any year, or if any Partner Agency fails to pay all of its Annual Assessment, ("Underfunding Party"), the other Partner Agencies, acting through the Executive Board, may take one or more of the following actions:

A. **Suspension of Representation.** Remove the Unfunded Party from the Operational Management Team and Executive Board, if applicable, and suspend the voting rights for the Unfunded Party.

B. **Notice of Unfunding.** Send the Unfunded Party a notice re-stating the amount due. Each Partner Agency acknowledges that its future right to participate in ARIC is dependent upon fully paying its Annual Assessment each year.

C. **Budget Revision.** Amend the Operating Budget by reducing costs and/or increasing the amounts paid by the other Partner Agencies if the Unfunded Party opts not to continue to participate.

6. **Relationship of Parties and Liability.** Nothing in this Agreement shall be deemed to create an employment relationship between any of the Partner Agencies. The Partner Agencies

do not waive and do intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

7. Amendments.

A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies. Any representation or promise made after the execution of this Agreement and any modification or amendment of this Agreement shall NOT be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.

B. This Agreement may be amended to include one or more additional parties as Partner Agencies. A new Partner Agency must first be agreed upon by a majority of the Executive Board, with final approval by the Chair before an amendment is written. The governing body of the new Partner Agency and the governing body of each current Partner Agency governing body must sign the amendment to this agreement that adds the new Partner Agency and binds the new Partner Agency to all of the terms and conditions contained in this Agreement.

8. Term of Agreement.

A. Effective Date. This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement. Once effective, the initial term of this Agreement shall terminate on the same date as the then current term of the Original ARIC Agreement.

B. Renewal Term(s). Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein. Each additional renewal term shall terminate on the same date as the renewal term of the Original ARIC Agreement that begins on the date of the renewal term of this Agreement.

C. Termination. A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

9. **Assignment.** A party to this Agreement may not assign or transfer its interests or obligations under this Agreement.

10. **Complete Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This agreement does not supersede or otherwise change the terms of the Original ARIC Agreement.

11. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

12. **Third Party Beneficiaries.** This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

13. **Miscellaneous.**
 - A. This Agreement is subject to the provisions of any agreement made between the parties to this Agreement and the United States Government relative to the expenditure of federal funds for the development of the ARIC.
 - B. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14. **Notice.**
 - A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

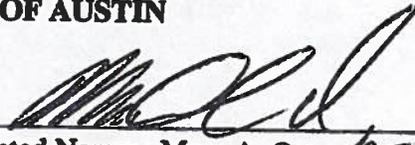
B. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to the addresses for notice stated in the Original ARIC Agreement unless that address has been changed in compliance with XX. C. of the Original ARIC Agreement and 14. C. of this Agreement

15. **Duplicate Originals.** This document may be executed in duplicate originals.

CITY OF AUSTIN

By:  Date: 10/5/12
Printed Name: Marc A. Ott
Title: City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT

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

CITY OF GEORGETOWN

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

HAYS COUNTY

By: _____ Date: _____

Printed Name: _____

Title: _____

CITY OF ROUND ROCK

By: _____ Date: _____

Printed Name: _____

Title: _____

CITY OF SAN MARCOS

By: _____ Date: _____

Printed Name: _____

Title: _____

TRAVIS COUNTY

By: _____ Date: _____

Printed Name: _____

Title: _____

UNIVERSITY OF TEXAS

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

WILLIAMSON COUNTY

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

CITY OF PFLUGERVILLE

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

Austin Regional Intelligence Proportional Cost for Partner Agencies

Fiscal Year 2012-2013

Exhibit A

DEPARTMENT	NUMBER of SWORN	FY2013 CONTRIBUTION
Austin PD	1,718	201,006
Travis County SO	850	99,450
Williamson County SO	222	25,974
Hays County SO	140	16,380
Round Rock PD	152	17,784
San Marcos PD	94	10,998
Pflugerville PD	80	9,360
Georgetown PD	78	9,126
Austin I.S.D. PD	67	7,839
University of Texas PD	66	7,722
AFD - Investigations	14	1,638
TOTAL	3,481	407,277
Contribution per Officer		117



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, October 30, 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 ISSUES RELATED TO MAKING APPOINTMENTS TO THE STRATEGIC HOUSING FINANCE CORPORATION BOARD OF DIRECTORS.

BACKGROUND/SUMMARY OF REQUEST:

Strategic Housing Finance Corporation

- Seven members; five appointed by individual Court members, two by the Court as a whole
- Staggered six-year terms
- The two Court-appointed slots are vacant
- The terms of two incumbents serving in slots appointed by members of the Court are expired
- Not subject to the Uniform Appointment Process

STAFF RECOMMENDATIONS: IGR recommends that the Court:

1. Adopt a revised schedule of board appointments as laid out in Attachment A.
2. Assuming the schedule of terms is adopted:
 - a. Schedule action to make two appointments by the full Court to the vacancies, one to expire on December 31, 2015, and the other to expire on December 31, 2016.
 - b. Schedule action, at those Commissioners' discretion, to fill the Precinct 4 slot for a term to run from January 1, 2013 to December 31, 2018, and to fill the Precinct 1 slot for a term to expire on December 31, 2014.

ISSUES AND OPPORTUNITIES:

There are seven members of the **Strategic Housing Finance Corporation (SHFC) Board of Directors**. Five members are appointed by individual members of the Court and two are appointed by the Court as a whole. Appointments are for terms of six years, and there is no limit on the amount of terms an appointee may serve. Appointees must be residents of the county.¹ Because there is overlap between the missions of the Housing Authority and the SHFC, some individuals serve on both boards; however, the two boards are, and should be, independent.

The current members of the SHFC and their dates of appointment are included as Attachment A. The Commissioners Court as a whole makes two appointments to the Board of Directors; the other appointments are made by individual members of the Court.

The two slots filled by the full Commissioners Court are currently vacant, but the two incumbents in those slots had served eight years each. In addition, the incumbents in two of the slots filled by members of the Court have been serving for over eight years. IGR recommends that the Court adopt a schedule of terms for the SHFC Board of Directors that staggers them so that one member is replaced each year, with the exception of one year, when two slots will become vacant.

If the Court adopts the schedule of terms proposed in Attachment A, then the Court should make two appointments to the vacancies on the Board, one for a term to expire on December 31, 2015, and the other for a term to expire on December 31, 2016.

In addition:

1. Commissioner Gómez should take action to appoint (or reappoint) a member to the Board in the Precinct 4 slot, for a term to run from January 1, 2013 to December 31, 2018.
2. Commissioner Davis should take action to appoint (or reappoint) a member to the Board in the Precinct 1 slot, for a term to run until December 31, 2014.

¹ Strategic Housing Finance Corporation of Travis County, By-Laws, June 12, 2004. (See Attachment C)

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:

Leslie Browder
County Executive, Planning and Budget
Phone: 854-8679
Email: 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

Andrea Shields
Corporations Manager, Planning and Budget Office
Phone: 854-9116
Email: Andrea.Shields@co.travis.tx.us

ATTACHMENT A

**Strategic Housing Finance Corporation
Board of Directors**

(This agency is **not** covered under the Uniform Appointment Process)

Name	Appointing Authority	Date(s) of Appointment	Current Term Expiration Date	Proposed Term Expiration Date
Willie S. Anderson	County Judge	5/31/2011	5/31/2017	12/31/2017 ... 12/31/2023 ... 12/31/2029
Melvin Wrenn	Precinct 1	6/1/2004	6/30/2010	12/31/2014 ... 12/31/2020 ... 12/31/2026
Sarah Dale Anderson	Precinct 2	11/16/2010 reappointed 1/24/2012	8/31/2017	12/31/2017 ... 12/31/2023 ... 12/31/2029
Ofelia Elizondo	Precinct 3	7/5/2005 reappointed 10/25/2011	7/31/2012	12/31/2013 ... 12/31/2019 ... 12/31/2025
Richard Moya	Precinct 4	6/1/2004	6/30/2010	12/31/2012 ... 12/31/2018 ... 12/31/2024
Vacancy [Craig Alter]	Court Appointment	[11/9/2004]	[11/30/2010 Resigned 10/16/2012]	12/31/2015 ... 12/31/2015 ... 12/31/2021
Vacancy [Joe Albert Ramos (+)]	Court Appointment	[11/9/2004]	[11/30/2010]	12/31/2016 ... 12/31/2022 ... 12/31/2028

Travis County Commissioners Court Agenda Request



Meeting Date: October 30, 2012

Prepared By/Phone Number: Garry Brown 854-9386

Elected/Appointed Official/Dept. Head: Commissioner Karen Huber

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Consider and take appropriate action on resolution asking the Lower Colorado River Authority to request and submit to the Texas Commission on Environmental Quality for approval the re-authorization or renewal of an Emergency Drought Order for 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

WHEREAS, last year the LCRA requested and TCEQ passed an Emergency Drought Order that resulted in water not being released for interruptible customers downstream; and

WHEREAS, this emergency order is set to expire at the later date of the following: the end of December, 2012, the termination of the Governor's Disaster Proclamation of the Exceptional Drought Conditions, or the initial 120 day period allowed by Texas Water Code ; and

WHEREAS, an extension or new order, would provide Interruptible customers limited water releases when combined lake storage is below 920,000 acre-feet and above 850,000 acre-feet and would curtail stored water for Gulf Coast, Pierce Ranch and Lakeside irrigation operations' interruptible supply released from Lakes Travis and Buchanan if lake levels are below 850,000 acre-feet; and

WHEREAS the current lake level for Lake Travis is 634 feet, which is 47 feet below full (681), and 58 percent below volume capacity or 42 percent full (481,000 AF); and

WHEREAS, the current lake level for Lake Buchanan is 993 feet, which is 27 feet below full (1020), and 54 percent below volume capacity or 46 percent full (401,000 AF); and

WHEREAS, according to LCRA staff, with the release in 2013 of interruptible stored water and the combined lakes storage currently at only 882,000 AF, the lakes could be drained to a combined storage capacity of below 400,000 a/f (less than 20 percent full) as provided in the current Water Management Plan; and

WHEREAS, LCRA staff specified with the release there is a 25 percent chance in 2013 of reaching 600,000 acre-feet of combined storage in lakes Travis and Buchanan and, depending on Highland Lakes inflow conditions, could meet the criteria for an LCRA Board declaration of a drought worse than the drought of record, which moves Firm customers into a mandatory pro rata curtailment of at least 20 percent; and

WHEREAS, the 1989 Adjudication Order states "The supply of stored water pursuant to non-firm, interruptible commitments **should be interrupted or curtailed to the extent necessary to allow LCRA to satisfy all existing and projected demands for stored water pursuant to all firm uninterruptible commitments;**" and

WHEREAS, similar language is found in the firm water permits from Lake Travis and Lake Buchanan stating "LCRA shall interrupt or curtail the supply of water under this certificate....pursuant to commitments that are specifically subject to interruption or curtailment, to the extent necessary to allow LCRA to satisfy all demands for water under such certificates pursuant to all firm, uninterruptible commitments;" and

WHEREAS, El Nino is not forming as predicted for the short term, the outlook is for drier conditions than previously forecast, and John Neilsen-Gammon, State Climatologist, predicts we are in a drier than normal long term trend; and

WHEREAS, *January 2012 through September 2012 Highland Lakes inflows are only 37 percent of average; and*

WHEREAS, when the LCRA board approved the emergency drought plan in September of 2011, the Lake Level of Lake Travis was at 631 feet, being only a small difference between what is now at 634; and

WHEREAS, more than a million people in the upper basin depend on Lakes Travis and Buchanan for drinking water and basic human needs; and

WHEREAS, the Lake Travis Economic Impact Report and the Upper Highland Lakes Economic Report indicate that Lake Travis and Buchanan tourism, businesses and property values generates hundreds of millions of dollars for the local and state economy.

NOW THEREFORE,

Be it resolved that Travis County Commissioners Court respectfully asks the LCRA Board to request and submit to TCEQ for approval, the re-authorization or renewal of the Emergency Drought Order so we do not further jeopardize the drinking water and livelihoods of Central Texas businesses, industries, residences, tourism, and local and state revenues on the Highland Lakes.

SIGNED AND ENTERED THIS _____ DAY OF OCTOBER, 2012.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN L. HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Michael Winn/ 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Agenda Request to consider and take appropriate action to fill vacancies for the unexpired term of Presiding Election Judges and Alternate Presiding Election Judges for the November 6, 2012 Joint General and Special Elections.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Order to appoint Presiding and Alternate Election Judges to fill vacancies in Travis County election precincts for the November 6, 2012 Joint General and Special Elections.

Exhibit A- list of Presiding Judge and Alternate Presiding Election Judges to fill vacancies.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728 / 632-5927

Daniel Bradford, County Attorney's Office, 854-3718

Order to Appoint Presiding and Alternate Election Judges to Fill Vacancies in Travis County Election Precincts for the November 6, 2012 Joint General and Special Elections

On November 6, 2012, Travis County will conduct a joint general and special election with various entities located within Travis County. The Joint Election Agreement between the county and the participating entities authorize the county to appoint presiding and alternate election judges to serve in the involved election precincts. Under Election Code section 32.002, the county appointed election judges to serve a two-year term in all its precincts on July 31, 2012. These appointments will end on August 1, 2014. In the meantime, there are vacancies in certain precincts.

Under Election Code section 32.002(e), the commissioners court shall fill a vacancy in the position of presiding judge or alternate presiding judge for the remainder of the position's unexpired term. This same section requires the court to fill the vacancies from a list of names of persons eligible to be an appointee that the county clerk will provide, if names have not been submitted by the chair of the same political party with which the original judge was affiliated or aligned. Attached and incorporated into this order as Exhibit A is the Clerk's list of names.

NOW, THEREFORE, the Travis County Commissioners Court appoints the people listed in Exhibit A to serve as presiding and alternate election judges for the remainder of the unexpired term in the precincts with vacancies.

BE IT SO ORDERED on October _____, 2012.

Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Karen Huber
Commissioner, Precinct Three

Honorable Margaret Gomez
Commissioner, Precinct Four

EXHIBIT A				
Precinct	Pct. Combo	Name	Position	Party
101	114:115:116:119:138	Tamika Rose	JUDGE	Democrat
101	114:115:116:119:138	Joe Jimenez	ALT JUDGE	Republican
102	-	Frances Castilleja	ALT JUDGE	Democrat
104	-	Ashley Wilcoxon	ALT JUDGE	Republican
105	-	Dwayne Gross	JUDGE	Independent
106	-	Michael Prillaman	JUDGE	Republican
107	-	Marilyn Samuelson	ALT JUDGE	Democrat
109	-	Mark Eastwood	JUDGE	Democrat
109	-	Nancy Desher	ALT JUDGE	Republican
110	161	Deborah Orr-Ogunro	JUDGE	Democrat
111	-	Gloria Alva	JUDGE	Democrat
112	-	Brian Looman	JUDGE	Independent
112	-	Carolyn Rolan	ALT JUDGE	Republican
113	-	Jane Denson	JUDGE	Democrat
121	128:131:134	Juliett Nious	ALT JUDGE	Democrat
122	-	Bertha Scott	ALT JUDGE	Democrat
123	-	Barbara Eglit	JUDGE	Republican
123	-	Welton Calvert	ALT JUDGE	Democrat
124	-	Linda Norris	ALT JUDGE	Republican
126	-	Emma Stanley	ALT JUDGE	Democrat
129	-	Nettie Smothers	ALT JUDGE	Democrat
133	-	Rose Heard	ALT JUDGE	Republican
135	-	Lee Basore	ALT JUDGE	Democrat
136	-	Alice Watson	ALT JUDGE	Democrat
137	163	Sharon Jacobs	JUDGE	Democrat
137	163	Julius Dubcak	JUDGE	Republican
137	163	Natalie Lynch	ALT JUDGE	Independent
137	163	Sherryse Humphrey	ALT JUDGE	Independent
139	-	Mario Aguilar	JUDGE	Democrat
139	-	Petra Montez	ALT JUDGE	Democrat
139	141	Cable Olson	ALT JUDGE	Democrat
140	-	Mary Davila	ALT JUDGE	Democrat
142	-	Dora Luz Cantu	JUDGE	Democrat
142	-	Maria Sosa	JUDGE	Democrat
142	-	Janice Friesen	ALT JUDGE	Democrat
142	-	Matthew Kilberger	ALT JUDGE	Democrat
148	-	Kevin Pakenham	ALT JUDGE	Republican
149	-	Janelle Kastner	ALT JUDGE	Republican
151	-	Larry Rogers	ALT JUDGE	Democrat
152	-	Jean Allen	JUDGE	Democrat
152	-	Peggy Miller	ALT JUDGE	Democrat
152	-	Kari Frea	ALT JUDGE	Independent

153	-	Hannah Potts	ALT JUDGE	Independent
154	125:127	Jeffery Lewis	JUDGE	Democrat
154	125:127	Angela Davis	ALT JUDGE	Democrat
156	-	Nikki Simms	JUDGE	Democrat
156	-	Margaret Rangel	ALT JUDGE	Republican
160	-	Leslie Lewis	JUDGE	Republican
160	-	Bonnie Patton	ALT JUDGE	Republican
164	-	Vivien Scofield	JUDGE	Republican
164	-	Pete Street	ALT JUDGE	Democrat
200	-	Ryan Linn	JUDGE	Democrat
202	-	Carroll Price	JUDGE	Democrat
202	-	Anna Horstmann	JUDGE	Republican
202	-	Jacqueline Bailey	ALT JUDGE	Democrat
202	-	Linda Klemett	ALT JUDGE	Republican
203	-	Ronald Brown	JUDGE	Democrat
203	-	Adelina Gonzalez	ALT JUDGE	Independent
207	-	Cheremma Lee	ALT JUDGE	Democrat
207	-	Sheila McCracken	ALT JUDGE	Republican
208	-	James McEvoy	JUDGE	Republican
208	-	Steven Zack	ALT JUDGE	Democrat
208	-	Anthony Franzetti	ALT JUDGE	Democrat
210	251	Elisabeth Wise	ALT JUDGE	Democrat
215	-	Earl Wellborn	JUDGE	Republican
215	-	Linda Thorne	ALT JUDGE	Republican
216	-	Donna Daughtery	JUDGE	Democrat
216	-	Gwendoyne Rodgers	ALT JUDGE	Independent
217	223:224	Rajnikant Patel	JUDGE	Democrat
217	223:224	Rhesa Cook	ALT JUDGE	Republican
219	-	Juanita Jackson	JUDGE	Democrat
219	-	Lori Jackson	ALT JUDGE	Democrat
221	212	Cecil Thorne	JUDGE	Republican
222	209	Margarette Kaylor	JUDGE	Democrat
225	-	Mary Lado	ALT JUDGE	Republican
227	226	Cynthia Douglas	JUDGE	Democrat
227	226	Mohammad Ghorashi	ALT JUDGE	Independent
229	-	Nancy Snead	JUDGE	Democrat
229	-	Peggy Rackley	ALT JUDGE	Democrat
232	-	John Grooms	ALT JUDGE	Republican
233	-	Russell Smith	JUDGE	Democrat
233	-	Colin LaMahieu	ALT JUDGE	Republican
235	-	Marilyn Scnear	ALT JUDGE	Republican
236	-	Samuel Hillhouse	ALT JUDGE	Independent
237	-	Kay Inberg-Gaul	JUDGE	Democrat
237	-	Sydelle Popinsky	ALT JUDGE	Republican

238	-	David Mann	JUDGE	Democrat
239	-	Judith Bomar	ALT JUDGE	Republican
240	-	Judy Zaleski	JUDGE	Democrat
240	-	Lisa Zaleski	ALT JUDGE	Republican
241	-	Judy Hughes	JUDGE	Democrat
241	-	Shirley Niedzwiecki	ALT JUDGE	Democrat
242	-	Jack Porter	JUDGE	Republican
242	-	Virginia Baker	ALT JUDGE	Republican
243	-	Brett Weaver	ALT JUDGE	Democrat
243	-	Ada Costey	ALT JUDGE	Republican
244	-	Cynthia Luxton	JUDGE	Democrat
244	-	Kent Johnson	ALT JUDGE	Republican
245	-	Michael Smith	JUDGE	Republican
249	-	Edward Walsh	ALT JUDGE	Republican
250	-	Jeanne Whittington	ALT JUDGE	Republican
253	-	Laurie Najjar	JUDGE	Democrat
254	267:228	Jacqueline Collins	ALT JUDGE	Democrat
256	266	Patsy Banda-Rodriguez	ALT JUDGE	Republican
259	-	Kay Knight	ALT JUDGE	Independent
260	-	Esther Dian Hatfield	JUDGE	Democrat
260	-	Daniel Biering	ALT JUDGE	Republican
262	-	Donald Hauck	JUDGE	Democrat
262	-	Louis Hornung	ALT JUDGE	Republican
263	-	Leola Canada	JUDGE	Democrat
263	-	Susan Renner	ALT JUDGE	Republican
268	-	Roy Ewing	JUDGE	Democrat
268	-	Jimmie Bowie	ALT JUDGE	Democrat
273	-	Lois Mayes	JUDGE	Democrat
273	-	Richard Bailey	ALT JUDGE	Democrat
274	-	Pamela Clark	JUDGE	Democrat
274	-	Elizabeth Sykora	ALT JUDGE	Democrat
275	-	Katherine Graham	JUDGE	Republican
275	-	Patty Kroeger	ALT JUDGE	Democrat
277	-	Kevin Wright	JUDGE	Republican
277	-	Veda Jones	ALT JUDGE	Democrat
301	-	Teresa Baird	JUDGE	Republican
302	-	Julio Moreno	ALT JUDGE	Democrat
303	-	Gina Hill	JUDGE	Democrat
303	-	Maryann Riordan	ALT JUDGE	Republican
309	-	Alexandra Richmond	JUDGE	Democrat
310	-	Don Burke	ALT JUDGE	Independent
314	-	Kay Huntley	ALT JUDGE	Republican
315	-	Donna Peddie	JUDGE	Democrat
315	-	Margie Harris	ALT JUDGE	Republican

316	-	Deanna Mershon	ALT JUDGE	Republican
317	-	Stacy Odom	ALT JUDGE	Republican
318	-	Ann Maret	JUDGE	Republican
318	-	Betty Thompson	ALT JUDGE	Democrat
319	306	Cathleen McGrath	ALT JUDGE	Democrat
320	-	Mary Allison	JUDGE	Republican
320	-	Mikus Grinbergs	ALT JUDGE	Democrat
321	-	Kim Tran	ALT JUDGE	Independent
323	-	Mary Huerta	JUDGE	Democrat
323	305:345	Robin Orłowski	JUDGE	Democrat
323	-	Dorothy Braniff	ALT JUDGE	Democrat
323	305:345	Terri Flow	ALT JUDGE	Republican
323	-	Paul McClain	ALT JUDGE	Republican
324	368	Ronald Williams	JUDGE	Republican
324	368	Tracy Miller	ALT JUDGE	Republican
326	-	Linda Becker	JUDGE	Republican
326	-	Eva Kish	ALT JUDGE	Democrat
328	-	Patrica Pope	JUDGE	Democrat
328	-	Patricia Fordyce	ALT JUDGE	Democrat
329	-	Philip Parker	JUDGE	Republican
329	-	Scott Burdulis	ALT JUDGE	Independent
329	325	Kristen Laurent	ALT JUDGE	Independent
330	357	Larry Pollock	JUDGE	Republican
330	357	Laura Torres	ALT JUDGE	Independent
331	-	Marvin Rasmussen	JUDGE	Independent
332	-	Kelton Dillard	JUDGE	Republican
332	-	Katherine Zamora	JUDGE	Republican
332	-	Katherine Gentempo	ALT JUDGE	Independent
332	-	David Rigney	ALT JUDGE	Independent
333	-	Riannan Wade	ALT JUDGE	Independent
335	-	William Lutz	JUDGE	Republican
335	-	Louis Struble	ALT JUDGE	Republican
336	-	Jane Keene	JUDGE	Republican
336	-	William Keene	ALT JUDGE	Democrat
337	-	Merriessa Anton	JUDGE	Democrat
337	-	Ralph Bussard	ALT JUDGE	Democrat
342	-	Sarah Bryant	ALT JUDGE	Democrat
343	-	Kristine Ager	JUDGE	Republican
343	-	Amy Raetzsch	ALT JUDGE	Republican
344	-	Julie Hertenberger	JUDGE	Republican
344	-	Shelli Huckins	ALT JUDGE	Republican
346	-	Arleen Nicastro	ALT JUDGE	Republican
350	-	Rene Trevino	JUDGE	Democrat
350	-	Peggy Gough	JUDGE	Democrat

350	-	Herminia Salinas	JUDGE	Democrat
350	-	Judith Young	ALT JUDGE	Democrat
350	-	Wendy Sullivan	ALT JUDGE	Republican
351	-	Jeffery Windham	JUDGE	Democrat
351	-	Mary Brown	JUDGE	Republican
351	-	Charlotte Rivera	ALT JUDGE	Independent
351	-	Searcy Jacobs	ALT JUDGE	Democrat
360	-	William Begg	ALT JUDGE	Republican
361	-	Deborah Penn	JUDGE	Republican
361	-	Cynthia Young	ALT JUDGE	Republican
362	-	Robert Natoli	ALT JUDGE	Republican
363	-	Barbara Whitlock	JUDGE	Republican
363	-	Helen Johnson	ALT JUDGE	Democrat
364	-	Ramona Padilla	JUDGE	Democrat
364	-	Tiffney Duncan	ALT JUDGE	Republican
369	-	Lancelot Clopton	JUDGE	Republican
369	-	Charlotte Clopton	ALT JUDGE	Republican
371	-	Sylvia Harris	JUDGE	Republican
372	-	Anthony DeMichielli	ALT JUDGE	Republican
373	-	Robert Shirley	ALT JUDGE	Republican
374	-	Mary Delaware	JUDGE	Republican
374	-	Laurey Boyd	ALT JUDGE	Republican
375	-	Gary Gates, Sr.	JUDGE	Republican
375	-	Susan Burke	ALT JUDGE	Republican
402	-	Betha Gonzalez	ALT JUDGE	Democrat
403	-	Richard Frysinger	ALT JUDGE	Republican
404	-	Tina Jackson	JUDGE	Democrat
404	-	David Kelly	ALT JUDGE	Republican
405	-	Alice Mann	JUDGE	Democrat
405	-	Sarah Haggerty	ALT JUDGE	Democrat
406	417	Gricelda Diaz	ALT JUDGE	Democrat
407	-	Maria Segina	JUDGE	Republican
407	-	Bettye Scott	ALT JUDGE	Democrat
409	-	Jacob Moore	JUDGE	Independent
409	-	Gerald Anderson	ALT JUDGE	Independent
410	-	Jacqueline Freemon	JUDGE	Democrat
410	-	Sue Shrader	ALT JUDGE	Republican
414	-	Shirley Sumpter	JUDGE	Democrat
414	-	Karen Billingsley	ALT JUDGE	Republican
415	-	Mary Lou Wood	JUDGE	Democrat
415	-	Gary Howe	ALT JUDGE	Republican
416	411	Bobby Freeman	JUDGE	Republican
416	411	Ola Freeman	ALT JUDGE	Republican
420	-	Don Powers	ALT JUDGE	Republican

421	-	Debra Fehrenkamp	ALT JUDGE	Democrat
422	-	Carolyn Storey	ALT JUDGE	Republican
423	-	Darling Ivey	JUDGE	Democrat
423	-	Princess Meza	ALT JUDGE	Democrat
424	-	Marie Dominguez	JUDGE	Democrat
424	-	Rothko Hauschildt	JUDGE	Democrat
424	-	Agapita Limon	ALT JUDGE	Democrat
424	-	Jessica Flores	ALT JUDGE	Independent
426	444	Robert Flores	JUDGE	Democrat
426	-	Tracy Ekstrand	JUDGE	Democrat
426	444	Ms. Charles Clark-Anderson	ALT JUDGE	Democrat
426	-	Alvino Mendoza	ALT JUDGE	Republican
427	436	Ricardo Chavana	JUDGE	Democrat
427	436	Ericka Taylor	ALT JUDGE	Democrat
428	-	Helen Garman	JUDGE	Democrat
428	-	Libertad Roman	ALT JUDGE	Democrat
429	-	David Albert	JUDGE	Democrat
429	-	Kenyon Williams	ALT JUDGE	Democrat
431	-	Julia Diggs	ALT JUDGE	Republican
433	442	Robert Stewart	JUDGE	Democrat
433	442	Sabrina Oberg	ALT JUDGE	Republican
435	408	Evelyn Winn	JUDGE	Democrat
435	408	Floyd Clark	ALT JUDGE	Republican
437	-	Mary Diaz	JUDGE	Democrat
437	-	Kathryn Diaz	ALT JUDGE	Democrat
438	432:434	Sabino Renteria	JUDGE	Democrat
438	432:434	April Serrano	ALT JUDGE	Democrat
439	-	Ellien Navarro	JUDGE	Democrat
440	-	Bob Allen	JUDGE	Democrat
440	-	Ralph Meier	ALT JUDGE	Republican
441	-	Betty Lewis	JUDGE	Democrat
441	-	Jessica Frego	JUDGE	Republican
441	-	Elizabeth Flores	ALT JUDGE	Democrat
441	-	Marcia Sliger	ALT JUDGE	Republican
443	-	Helen Haas	JUDGE	Democrat
443	-	Richard Haas	ALT JUDGE	Republican
446	425	Harley Fisher	JUDGE	Democrat
446	425	Maria A. Flores	ALT JUDGE	Democrat
447	419	Marion Goheen	JUDGE	Democrat
447	419	Christopher Gaffney	ALT JUDGE	Independent
448	413:418	Tamara Miller	JUDGE	Democrat
448	413:418	Donna Jones	ALT JUDGE	Democrat
450	-	Julia Gobellan	JUDGE	Democrat
450	-	Baldemar Casas	ALT JUDGE	Independent

451	-	Suzanne Sherman	JUDGE	Democrat
451	-	Frank Murray	ALT JUDGE	Republican
452	-	Ina Mahnick	JUDGE	Democrat
452	-	John Mahnick	ALT JUDGE	Republican
454	412	Tracy Smith	JUDGE	Democrat
454	412	Ashley Glover	ALT JUDGE	Democrat
458	-	Mel Landers	JUDGE	Democrat
458	-	Ben Lynas	ALT JUDGE	Republican
460	-	David Gonzales	JUDGE	Democrat
460	-	Christal Amaro	ALT JUDGE	Democrat
461	430	John Taylor	JUDGE	Democrat
461	430	Greta Griffin	ALT JUDGE	Independent
463	-	Loretta Perez-Ross	JUDGE	Democrat
463	-	Dorothy Ebach-Boyson	ALT JUDGE	Republican



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 2012

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION
AMENDING LIST OF AUTHORIZED REPRESENTATIVES TO
TEXPOOL FOR THE TRAVIS COUNTY TAX ASSESSOR
COLLECTOR'S OFFICE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Travis County Tax Assessor, Location No. 78311

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ *Texpool Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / *TexPool Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / *TexPool Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Tina Morton Title: Tax Assessor-Collector
 Phone/Fax/Email: 512-854-9005/ 512-854-9056/ Tina.Morton@co.travis.tx.us
 Signature: 

2. Name: Renea Deckard Title: Associate Deputy
 Phone/Fax/Email: 512-854-9632/ 512-854-9235/ Renea.Deckard@co.travis.tx.us
 Signature: 

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX – REP

3. Name: Joe Marshall Title: Financial Manager
Phone/Fax/Email: 512-854-9268/ 512-854-3243/ Joe.Marshall@co.travis.tx.us
Signature: Joe Marshall

4. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Joe Marshall

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: Karen Doane Title: Lead Accountant
Phone/Fax/Email: 512-854-4201/ 512-854-3243/ Karen.Doane@co.travis.tx.us

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 24th day October, 20 12.

NAME OF PARTICIPANT: Travis County Tax Assessor

BY: _____
Signature
Samuel T. Biscoe
Printed Name
Travis County Judge
Title

ATTEST: _____
Signature
Dana DeBeauvoir
Printed Name
Travis County Clerk
Title

This document supersedes all prior Authorized Representative designations.

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX – REP



Travis County Commissioners Court Agenda Request

Meeting Date: October 30, 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 blue ink, appearing to read "Roger El Khoury".

AGENDA LANGUAGE:

Consider and take appropriate action regarding the potential purchase of real estate in Central Austin (Exec Session Gov't Code Ann 551.071 & 551.072).

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) has become aware that a ½ acre site with building and parking lot is now available for sale in Central Austin.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the Commissioners Court provide direction regarding any contact with the potential seller of this property.

ISSUES AND OPPORTUNITIES:

The property listed for sale is on a site that might be desirable for the County.

FISCAL IMPACT AND SOURCE OF FUNDING:

None at this time.

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney's Office, 854-9642



**Travis County Commissioners Court Agenda Request
Travis County Cultural Education Facilities Finance Corporation**

Meeting Date: October 30, 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:

Take appropriate action to consider and approve resolution authorizing issuance of Resolution Authorizing Travis County Cultural Education Facilities Corporation Education Revenue Bonds (Wayside Schools) Series 2012A, Taxable Education Revenue Bonds (Wayside Schools) Series 2012B and Taxable Education Revenue Bonds (Wayside Schools) Series 2012Z (Qualified Zone Academy Bonds – Direct Pay); Loan Agreements; Trust Indentures; A Bond Purchase Agreement; And Other Matters In Connection Therewith

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

It should be noted that there are three trust indentures and three loan agreements that have not been included in this backup, as including them would make the backup over 500 pages long. However, these documents are available for review in Andrea Shields' office.

STAFF RECOMMENDATIONS: Staff recommends approval.

It should be noted that there are three trust indentures and three loan agreements that have not been included in this backup, as including them would make the backup over 500 pages long. However, these documents are available for review in Andrea Shields' office.

ISSUES AND OPPORTUNITIES: None.

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

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Budget Manager/854-9066

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

**GENERAL CERTIFICATE OF ISSUER
(Wayside Schools)**

The undersigned officers of the Travis County Cultural Education Facilities Corporation (the “*Issuer*”) do hereby execute and deliver this certificate for the benefit of all persons interested in the Issuer’s Education Revenue Bonds (Wayside Schools) Series 2012A, its Taxable Education Revenue Bonds (IDEA Public Schools) Series 2012B and its Taxable Education Revenue Bonds (IDEA Public Schools) Taxable Series 2012Z (Qualified Zone Academy Revenue Bonds – Direct Pay) (the “*Bonds*”). Capitalized terms used herein are used as defined in Exhibit A attached hereto, unless otherwise indicated. We hereby certify that:

1. On October 30, 2012 and at all times since such date to the date hereof, the following named persons have duly constituted the Board of Directors (the “*Board*”) of the Issuer, and as indicated below, certain of the directors are and at all times since such date have been duly selected, qualified and acting officers of the Issuer for the offices set forth opposite their names:

<u>Name</u>	<u>Office</u>
Samuel T. Biscoe	President
Sarah Eckhardt	Vice President
Margaret Gomez	Secretary
Ron Davis	Assistant Secretary
Karen Huber	Treasurer

2. In accordance with Section 53.14 of the Texas Education Code, as amended, no officer or employee of City of Austin, Texas, serves on the Board of the Issuer.

3. The Issuer is duly incorporated and validly existing under the laws of the State of Texas. Attached hereto as Exhibit B-1 is a copy of the Issuer’s Articles of Incorporation, as the same may have been amended, in each case as certified by the Secretary of State of the State of Texas, and attached hereto as Exhibit B-2 is a Certificate of the Secretary of State of the State of Texas, certifying to the continued existence of the Issuer. Except as shown in Exhibit B-1, such Articles of Incorporation have not been amended and remain in full force and effect. No Articles of Dissolution of the Issuer have been authorized, executed, verified, or filed, no certificate of dissolution of the Issuer has been issued, and no proceedings to dissolve the Issuer have been commenced.

4. Attached hereto as Exhibit C is a true and correct copy of the Bylaws of the Issuer as in full force and effect as of the date hereof.

5. The Issuer is in good standing under the laws of the State of Texas. Attached hereto as Exhibit D is a copy of the certificate of the Comptroller of Public Accounts of the State of Texas certifying as to the good standing of the Issuer regarding franchise tax reports.

6. The Issuer is not in default on any of its obligations with respect to the Bonds.

7. The resolution authorizing the issuance of the Bonds (the "*Bond Resolution*"), a true and correct copy of which is attached hereto as Exhibit E, was adopted at a duly convened meeting of the Board on October 30, 2012 (the "*Meeting*"), at which Meeting a duly constituted quorum was present; consisting of all board members except as indicated on the Certificate for Resolution attached to the Bond Resolution; each of the board members (including those absent) was given the time and location of the meeting and of the matters to be acted upon; the Bond Resolution was adopted unanimously; the original of the Bond Resolution is on file in the official records of the Issuer and the Bond Resolution, approved by the unanimous vote of the members present, has not been amended and is in full force and effect; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Articles of Incorporation and the Bylaws of the Issuer

8. The Bond Documents to which the Issuer is a party and any other agreements and documents to which the Issuer is a party and which are executed and delivered by officers of the Issuer acting in their official capacities are in substantially the same form as the copies of such instruments which were authorized and approved by the Bond Resolution, with such changes and revisions therein as have been authorized or approved in accordance with the provisions of the Bond Resolution, and are in full force and effect on the date hereof.

9. None of the proceedings or authorizations heretofore taken or given for issuance of the Bonds, the payment or security thereof, the execution, delivery and performance of the Bond Documents to which the Issuer is a party, and the execution, delivery and performance of any other agreement or document to which the Issuer is a party have been amended, modified, repealed, revoked or rescinded.

10. The execution and delivery of the Bond Documents to which the Issuer is a party and any other agreements to be executed by the Issuer relating to the issuance of the Bonds or contemplated in any offering document for the Bonds and the compliance by the Issuer with the provisions thereof will not conflict with or constitute on the part of the Issuer a breach of or a default under the Articles of Incorporation or Bylaws of the Issuer, any existing law, any court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease, or other instrument to which the Issuer is subject or by which it is bound. No event has occurred, and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default on the part of the Issuer under the Indenture or the Loan Agreement.

11. No litigation is pending or, to the best of our knowledge, threatened in any court in any way affecting the existence of the Issuer or the titles of the members of its board of directors or officers to their respective positions or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the pledge thereof, or in any way affecting or contesting any authority for the validity or enforceability of either of the Resolutions or the Bond Documents to which the Issuer is a party or the existence or powers or authority of the Issuer with respect to the Bonds, or contesting in any way the completeness or accuracy of any offering document for the Bonds.

12. We officially executed the Bonds, including the Initial Bonds delivered to the Texas Attorney General, by manual signature or by causing facsimiles of our manual signatures to be imprinted, photocopied or lithographed on each of the Bonds, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Bonds. At the time we so executed the Bonds, we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein and herein and authorized to execute the same and the signatures appearing above our respective names below are our true and genuine signatures.

13. The Issuer was created pursuant to Chapter 53.35 of the Texas Education Code.

14. All applicable requirements in Section 202(a) of the Master Indenture for the issuance of the Notes have been satisfied and the requisite opinion of counsel has been submitted and accepted by the Master Trustee as evidence that items (1)-(8) of Section 212(a) of the Master Indenture have been satisfied.

15. The Attorney General of Texas is hereby authorized and directed to date this certificate concurrently with the date of approval of the Bonds and can rely on the absence of any litigation or contest pertaining to the Bonds and any other matters covered by this certificate, and on the veracity and currency of this certificate at the time of approval of the Bonds, unless otherwise notified.

EXECUTED AND DELIVERED this _____.

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION

Manual Signatures

Official Titles

By: _____
Name: Samuel T. Briscoe

President

By: _____
Name: Margaret Gomez

Secretary

Exhibits:

A	Definitions
B-1	Articles of Incorporation
B-2	Certificate of Existence
C	Bylaws
D	Comptroller's Certificate Regarding Exemption from Payment of Franchise Taxes
E	Bond Resolution

EXHIBIT A

Definitions of Terms (Wayside Schools)

Bonds: The Series 2012A, Series 2012B and Series 2012Q Bonds, collectively.

Bond Documents: the Financing Documents and all other agreements, certificates, documents and instruments delivered at any time in connection with any of the Financing Documents.

Bond Purchase Agreement: the Bond Purchase Agreement, dated as of November __, 2012, among the Underwriters, the Issuer and the Borrower, relating to the Bonds.

Borrower: Wayside Schools, a Texas non-profit corporation.

Borrower Transaction Documents: the Bond Purchase Agreement, the Deed of Trust, the Notes, and the Agreements.

Deed of Trust: the Deed of Trust, Security Agreement and Financing Statement, any supplement thereto, from the Borrower to the Mortgage Trustee named therein, for the benefit of the Trustee (for the benefit of the holders of the Bonds).

Financing Documents: the Agreements, the Bonds, the Indentures, the Notes and the Deed of Trust.

Indenture: Trust Indenture between the Issuer and the Trustee relating to the Bonds.

Issuer: Travis County Cultural Education Facilities Corporation.

Loan Agreements: Loan Agreements between the Issuer and the Borrower relating to the Bonds.

Master Indenture: the Master Trust Indenture between the Borrower and the Master Trustee.

Master Trustee: Wilmington Trust, National Association, a national banking association, acting as Master Trustee under the Master Indenture.

Notes: the three promissory notes executed by the Borrower to the Issuer evidencing under the Loan Agreements.

Projects: The Projects consist of those projects described in Exhibit A to the Loan Agreements.

Series 2012A Bonds: the Travis County Cultural Education Facilities Corporation Education Revenue Bonds (Wayside Schools) Series 2012A.

Series 2012B Bonds: the Travis County Cultural Education Facilities Corporation Taxable Education Revenue Bonds (Wayside Schools) Series 2012B.

Series 2012Z Bonds: the Travis County Cultural Education Facilities Corporation Taxable Education Revenue Bonds (Wayside Schools) Series 2012Z (Qualified Zone Academy Bonds – Direct Pay).

Sponsoring Entity: City of Austin, Texas.

Trustee: Wilmington Bank, National Association, a national banking association acting as Trustee under the Indenture.

Underwriters: B.C. Ziegler and Company and Oppenheimer & Co., Inc.

CERTIFICATE OF RESOLUTION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

I, the undersigned Secretary of the Travis County Cultural Education Facilities Corporation (the “Issuer”) do hereby make and execute this certificate for the benefit of all persons interested in the validity of all actions and proceedings of the Issuer. I do hereby certify as follows:

1. I am the duly chosen, qualified and acting secretary of the Issuer, and in such capacity I am familiar with the matters contained in this Certificate.

2. The Board of Directors of the Issuer convened its meeting on the 30th day of October, 2012, and the roll was called of the duly constituted members of the Board of Directors as follows:

Samuel T. Biscoe	President
Sarah Eckhardt	Vice President
Margaret Gomez	Secretary
Ron Davis	Assistant Secretary
Karen Huber	Treasurer

All were present except the following absentee(s): _____.
Whereupon, among other business, the following was transacted at said meeting: a written resolution (“Resolution”), to wit:

RESOLUTION AUTHORIZING TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION EDUCATION REVENUE BONDS (WAYSIDE SCHOOLS) SERIES 2012A, TAXABLE EDUCATION REVENUE BONDS (WAYSIDE SCHOOLS) SERIES 2012B AND TAXABLE EDUCATION REVENUE BONDS (WAYSIDE SCHOOLS) SERIES 2012Z (QUALIFIED ZONE ACADEMY BONDS – DIRECT PAY); LOAN AGREEMENTS; TRUST INDENTURES; A BOND PURCHASE AGREEMENT; A PUBLIC HEARING; AND OTHER MATTERS IN CONNECTION THEREWITH

was introduced for the consideration of the Board of Directors. It was then duly moved and seconded that said Resolution be adopted, and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by a vote of ___ Ayes and ___ Noes.

3. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the Resolution has been duly recorded in the Board's minutes of the meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose.

SIGNED on this 30th day of October, 2012.

By: _____
Secretary

RESOLUTION AUTHORIZING TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION EDUCATION REVENUE BONDS (WAYSIDE SCHOOLS) SERIES 2012A, TAXABLE EDUCATION REVENUE BONDS (WAYSIDE SCHOOLS) SERIES 2012B AND TAXABLE EDUCATION REVENUE BONDS (WAYSIDE SCHOOLS) SERIES 2012Z (QUALIFIED ZONE ACADEMY BONDS – DIRECT PAY); LOAN AGREEMENTS; TRUST INDENTURES; A BOND PURCHASE AGREEMENT; A PUBLIC HEARING; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Travis County, Texas (the “County”), has, pursuant to Article 1528m, Vernon’s Texas Civil Statutes, as amended (the “Act”), approved and provided for the creation of the Travis County Cultural Education Facilities Corporation (the “Issuer”) as a non-stock, non-profit corporation; and

WHEREAS, the Issuer on behalf of the County, is empowered to issue its revenue bonds to loan or otherwise provide funds to a borrower to enable the borrower to acquire, construct, enlarge, extend, repair, renovate, or otherwise improve an educational facility or any facility incidental, subordinate, or related to or appropriate in connection with an educational facility or housing facility, or for acquiring land to be used for those purposes, or to create operating and debt service reserves for and to pay issuance costs related to the bonds or other obligations, and to finance or refinance educational facilities to be used by an authorized charter school; and

WHEREAS, no public funds or credit of the County may be pledged to the payment of such revenue bonds, and such revenue bonds shall be payable solely from amounts made available to the Issuer by the educational institution or school for which such bonds are issued; and

WHEREAS, Wayside Schools, a Texas non-profit corporation (the “Company”), has requested that the Issuer issue its Bonds (defined below) and lend the proceeds thereof to the Company to finance and refinance the cost of the project (the “Project”) described in an attachment to the Agreements (as defined below); and

WHEREAS, in furtherance of the purposes of the Act, the Issuer proposes to issue its Education Revenue Bonds (Wayside Schools), Series 2012A, its Taxable Education Revenue Bonds (Wayside Schools) Series 2012B and its Taxable Education Revenue Bonds (Wayside Schools) Series 2012Z (Qualified Zone Academy Bonds – Direct Pay) in an aggregate principal amount not to exceed \$25,000,000 (together, the “Bonds”), the proceeds of which will be loaned to the Company to be used to finance and refinance costs of the Project, including the acquisition, construction, enlargement, extension, repair, renovation, or improvement thereof, as the case may be, together with certain costs incident to the issuance of the Bonds; and

WHEREAS, there have been presented to the Issuer proposed forms of each of the following:

1. Loan Agreements (the “Agreements”) between the Issuer and the Company, including the forms of promissory notes from the Company to the Issuer in the principal amounts of each series of the Bonds (the “Notes”);

2. Trust Indentures (the “Indentures”) between the Issuer and Wilmington Trust, National Association, as trustee (the “Trustee”);
3. A Preliminary Official Statement relating to the Bonds (the “Preliminary Official Statement”); and
4. Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Issuer, the Company and B.C. Ziegler and Company and Oppenheimer & Co. Inc. (the “Underwriters”).

NOW THEREFORE, BE IT RESOLVED:

Section 1. The Board hereby approves and authorizes the Bonds to be issued in three series in the aggregate principal amount not to exceed \$25,000,000 to be entitled Education Revenue Bonds (Wayside Schools) Series 2012A, Taxable Education Revenue Bonds (Wayside Schools) Series 2012B and Taxable Education Revenue Bonds (Wayside Schools) Series 2012Z (Qualified Zone Academy Bonds – Direct Pay), for the purpose of providing funds for costs of the Project. The entire principal amount of the Bonds will be purchased by the Underwriters, to bear interest at rates as provided in the Indenture, subject to all terms and conditions of such sale being approved by Company.

Section 2. The Board hereby approves the Agreements in substantially the forms and substance presented to the Board and the President or Vice President is hereby authorized and directed, for and on behalf of the Issuer, to date, sign, and otherwise execute the Agreements, and the Secretary is authorized and directed, for and on behalf of the Issuer to attest the Agreements, and such officers are hereby authorized to deliver the Agreements. Upon execution by the parties thereto and delivery thereof, the Agreements shall be binding upon the Issuer in accordance with the terms and provisions thereof.

Section 3. The Board hereby approves the Indentures in substantially the forms and substance presented to the Board, and the President or Vice President is authorized and directed, for and on behalf of the Issuer, to date, sign, and otherwise execute the Indentures and the Secretary is hereby authorized to attest the Indentures on behalf of the Issuer, and such officers are hereby authorized to deliver the Indentures.

Section 4. The Board hereby approves the Bond Purchase Agreement in substantially the form and substance presented to the Board and the President or Vice President is authorized and directed, for and on behalf of the Issuer, to date, sign, and otherwise execute the Bond Purchase Agreement and the Secretary is hereby authorized to attest the Bond Purchase Agreement on behalf of the Issuer, and such officers are hereby authorized to deliver the Bond Purchase Agreement.

Section 5. A Preliminary Official Statement in substantially the final form and substance presented to the Board is hereby approved. Preparation and distribution thereof is hereby authorized and approved. The preparation and distribution of a final Official Statement based upon the terms of sale of the Bonds as herein authorized is hereby authorized and approved.

Section 6. The Board hereby approves the Bonds in substantially the form and substance set forth in the Indenture and the President, Vice President and the Secretary are hereby authorized and directed, for and on behalf of the Issuer, to execute the Bonds or have their facsimile signatures placed upon the Bonds and to submit the Bonds and a transcript of proceedings therefor to the Attorney General of the State of Texas for approval and to the Comptroller of Public Accounts of the State of Texas for registration, and such officers are hereby authorized and directed to deliver the Bonds.

Section 7. The Trustee is hereby appointed to serve as trustee under the Indentures, thereby serving as Paying Agent under the terms of the Indentures.

Section 8. The President, Vice President or the Secretary is hereby authorized to execute and deliver to the Trustee the written order or application of the Issuer for the authentication and deliver of the Bonds by the Trustee in accordance with the Indenture and to execute and deliver to The Depository Trust Company the DTC Blanket Letter of Representations between the Issuer and The Depository Trust Company.

Section 9. All action (not inconsistent with provisions of this Resolution) heretofore taken by the Board and officers of the Issuer directed toward the issuance of the Bonds and the loan of the proceeds thereof to the Borrower to finance the project shall be and the same hereby is ratified, approved, and confirmed.

Section 10. The officers of the Issuer shall take all action and execute and deliver all documents, instruments, certificates and other papers necessary or reasonably required to effectuate the issuance of the Bonds and take all action and execute and deliver all documents, instruments, certificates and other papers necessary or desirable to provide for the loan of the proceeds thereof to finance the Project and for carrying out, giving effect to, and consummating the transactions contemplated by the Bonds and this Resolution, including without limitation, the execution and delivery of any closing documents in connection with the issuance of the Bonds.

Section 11. The officers executing the documents approved by this Resolution are authorized to approve such changes to said documents as are necessary and appropriate to carry out the purposes of this Resolution as may be approved by counsel to the Issuer, including such changes as are necessary to assure that no Additional Bonds (as defined in the Agreements) may be issued without the express authorization of the Issuer.

Section 12. After any of the Bonds are issued, this Resolution shall be and remain irrevocable until the Bonds or the interest thereon shall have been fully paid or provision for payment shall have been made pursuant to the Indentures.

Section 13. If any section, paragraph, clause, or provision of the Resolution, or any application thereof, shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision or application thereof shall not affect any of the remaining provisions or applications of this Resolution. In case any obligation of the Issuer authorized or established by this Resolution or the Bonds is held to be in violation of law as applied to any person or in any circumstance, such obligation shall be deemed to be the obligation of the Issuer to the fullest extent permitted by law.

ADOPTED this 30th day of October, 2012.

\$13,150,000*

**Travis County Cultural Education Facilities Finance Corporation
Education Revenue Bonds (Wayside Schools) Series 2012A**

\$700,000*

**Travis County Cultural Education Facilities Finance Corporation
Taxable Education Revenue Bonds (Wayside Schools) Series 2012B**

and

\$6,100,000*

**Travis County Cultural Education Facilities Finance Corporation
Taxable Education Revenue Bonds (Wayside Schools) Series 2012Z
(Qualified Zone Academy Bonds – Direct Pay)**

PURCHASE CONTRACT

_____, 2012

Travis County Cultural Education Facilities Finance Corporation
700 Lavaca, Suite 1560
Austin, Texas 78701

Wayside Schools
6215 Manchaca Road
Austin, Texas 78213

Ladies and Gentlemen:

The undersigned, B.C. Ziegler and Company (the “Representative”), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the “Underwriters” and individually an “Underwriter”), not as a fiduciary or agent for the Issuer or the School (as such terms are hereinafter defined), offers to enter into this Purchase Contract (this “Purchase Contract”) with the Travis County Cultural Education Facilities Finance Corporation, a Texas nonprofit cultural education facilities finance corporation organized and operating under the Cultural Education Facilities Finance Corporation Act, Article 1528m, Vernon’s Revised Civil Statutes, as amended (the “Issuer”), and Wayside Schools, a Texas

* Preliminary, subject to change

nonprofit corporation (the "School"), that operates an open-enrollment charter school under the laws of the State of Texas (the "State"), which Purchase Contract, upon the written acceptance by the Issuer and the School, as evidenced by the execution of this Purchase Contract by the President and Secretary of the Issuer (the "Issuer Representatives") and the President of the Board of Directors of the School (the "School Representative") will be binding upon the Issuer, the School and the Underwriters.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of the representations set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters \$13,150,000* aggregate principal amount of Travis County Cultural Education Facilities Finance Corporation Education Revenue Bonds (Wayside Schools) Series 2012A (the "Tax-Exempt Bonds"), \$700,000* aggregate principal amount of Travis County Cultural Education Facilities Finance Corporation Taxable Education Revenue Bonds (Wayside Schools) (Series 2012B) (the "Taxable Bonds") and \$6,100,000* aggregate principal amount of Travis County Cultural Education Facilities Finance Corporation Taxable Education Revenue Bonds (Wayside Schools) (Series 2012Z (Qualified Zone Academy Bonds – Direct Pay) (the "Tax Credit Bonds") (the Tax-Exempt Bonds, Taxable Bonds and Tax Credit Bonds are herein collectively referred to as the "Bonds"). The Bonds shall be issued in the principal amounts, shall have the maturities, shall bear interest from the date, and shall be subject to redemption as set forth in **Exhibit A** hereto. The purchase price for the Tax-Exempt Bonds shall be \$_____ (representing the aggregate principal amount of the Tax-Exempt Bonds, plus a net premium of \$_____, less an underwriting discount of \$_____). The purchase price for the Taxable Bonds shall be \$_____ (representing the principal amount of the Taxable Bonds, less an underwriting discount of \$_____). The purchase price for the Tax Credit Bonds shall be \$_____ (representing the principal amount of the Tax Credit Bonds, less an underwriting discount of \$_____). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer and the School acknowledge and agree that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer, the School, and the Underwriters in which the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer or the School; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the Issuer or the School with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer or the School on other matters); (iii) each of the Underwriters is acting solely in its capacity as an underwriter for its own account, (iv) the only obligations the Underwriters have to the Issuer and the School with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer and the School have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent each has deemed appropriate.

2. Indentures, Loan Agreements and Other Transactional Documents. The Bonds are special and limited obligations of the Issuer, payable solely from revenues received by the Issuer pursuant to two Loan Agreements, each dated as of December 1, 2012 (the "Loan

* Preliminary, subject to change

Agreements”), between the Issuer and the School, as amended from time to time, and related tax-exempt, taxable and tax credit promissory notes (together, the “Master Notes”) to be issued under the Master Trust Indenture and Security Agreement, dated as of December 1, 2012, as supplemented by Supplemental Master Trust Indentures No. 1 and No. 2, each dated as of December 1, 2012 (collectively, the “Master Trust Indenture”), between the School and Wilmington Trust, National Association, as master trustee (the “Master Trustee”), and delivered to the Issuer pursuant to the Loan Agreements and, in certain circumstances, out of amounts secured by the exercise of remedies provided in the Master Notes, the Loan Agreements and the Trust Indenture and Security Agreement, dated as of December 1, 2012, relating to the Tax-Exempt Bonds and the Taxable Bonds (the “Series 2012A/Series 201B Bond Indenture”), between the Issuer and Wilmington Trust, National Association, as trustee (the “Bond Trustee”) and the Trust Indenture and Security Agreement, dated as of December 1, 2012, relating to the Tax Credit Bonds (the “Series 2012Z Bond Indenture” and, together with the Series 2012A/Series 2012B Bond Indenture, the “Bond Indentures”) between the Issuer and the Bond Trustee.

3. Public Offering. It shall be a condition of the obligations of the Issuer to sell and deliver the Bonds to the Underwriters, and of the obligations of the Underwriters to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds shall be sold and delivered by the Issuer and accepted and paid for by the Underwriters at the Closing (as defined below). The Underwriters agree to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth in the Official Statement (as defined below) and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than the public offering price stated in the Official Statement.

4. Official Statement. The School will cause to be prepared an Official Statement, dated of even date herewith, with respect to the Bonds. Such document, including the cover page and Appendices thereto, as further amended only in the manner herein provided, is hereinafter called the “Official Statement.” To the extent that the Issuer and the School are parties to the Master Trust Indenture, the Bond Indentures, the Loan Agreements and the Official Statement, they hereby authorize such documents. The School authorizes the information contained in the Official Statement to be used by the Underwriters in connection with the public offering and sale of the Bonds and the references to the School contained therein are hereby approved by the School. The Issuer authorizes only the information contained in the Official Statement contained under the caption “THE ISSUER.” The Issuer (only with respect to the information contained under the caption “THE ISSUER”) and the School confirm their consent to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement relating to the Bonds, dated _____, 2012 (the “Preliminary Official Statement”), in connection with the preliminary public offering and sale of the Bonds, and it is duly “deemed final” by the Issuer (only with respect to the information contained under the caption “THE ISSUER”) and the School as of its date, within the meaning, and for the purposes, of Rule 15c2-12 promulgated under authority granted by the federal Securities Exchange Act of 1934 (the “Rule”). The Issuer and the School agree to cooperate with the Underwriters to provide a supply of final Official Statements within seven (7) business days of the date hereof in sufficient

quantities to comply with the Underwriters' obligations under the Rule and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriters will use their best efforts to assist the Issuer and the School in the preparation of the final Official Statement in order to ensure compliance with the aforementioned rules.

If at any time after the date of this Purchase Contract to and including the date the Underwriters are no longer required pursuant to the Rule to provide the Official Statement to potential customers requesting an Official Statement (such date being the earlier of (a) ninety (90) days from the end of the underwriting period and (b) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the end of the underwriting period), any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer or the School, respectively, to the extent that such party has knowledge of the occurrence of such events, shall notify the Underwriters (and for the purposes of this clause provide the Underwriters with such information as it may from time to time request), and if, in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the School will at its expense cause the supplementing or amendment of the Official Statement in the form and in a manner approved by the Representative and furnish to the Underwriters a reasonable number of copies requested by the Underwriters in order to enable the Underwriters to comply with the Rule. In accordance herewith, neither the School nor the Issuer makes any representation with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system.

As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Underwriters agree to timely file the Official Statement with the MSRB. Unless otherwise notified in writing by the Representative, the School can assume that the "end of the underwriting period" for purposes of the Rule is the date of Closing. The School has not failed to comply with any previous undertaking specified in paragraph (b)(5)(i) of the Rule.

5. Representations, Warranties and Agreements of the Issuer. On the date hereof and as of the date of the delivery of the Bonds to the Underwriters hereunder (such delivery being referred to herein as the "Closing" and the date thereof as the "Closing Date"), the Issuer represents, warrants, and agrees as follows:

(a) The Issuer is a Texas nonprofit cultural education facilities finance corporation organized and operating under the Cultural Education Facilities Finance Corporation Act, Article 1528m, Vernon's Revised Civil Statutes, as amended (the "Act"), and the Issuer has the same powers, authority and rights with respect to educational facilities, housing facilities and other facilities incidental, subordinate or related thereto that a nonprofit corporation created under Section 53.35(b) of the Texas Education Code has under Chapter 53 of the Texas Education

Code. The Issuer has full legal right, power and authority to enter into this Purchase Contract, the Bond Indentures and the Loan Agreements (this Purchase Contract, the Bond Indentures and the Loan Agreements are hereinafter referred to collectively as the "Issuer Transaction Documents") and to carry out and consummate all transactions described in such agreements.

(b) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of its obligations contained in, the Bonds and the Issuer Transaction Documents; and the Bonds and the Issuer Transaction Documents have been duly and validly executed and delivered by the Issuer Representatives and, to the extent required, other designated officers of the Issuer and, assuming the due authorization, execution and delivery thereof by the other parties thereto and such parties' authority to perform the Issuer Transaction Documents, the Issuer Transaction Documents constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting creditors' rights generally and general principles of equity).

(c) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) If the Official Statement is supplemented or amended pursuant to Section 4 of this Agreement, at the time of each supplement or amendment thereto and at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(e) The Issuer is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or, to the best of its knowledge, any loan agreement, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, which would have a material and adverse effect upon the business or financial condition of the Issuer, including particularly the contractual relationships with the School; and the execution and delivery of the Issuer Transaction Documents by the Issuer and the sale and delivery of the Bonds and compliance with the provisions of each thereof will not violate or constitute a breach of or default under any existing law, administrative regulation, judgment, decree, or, to its knowledge, any agreement or other instrument to which the Issuer is a party or is otherwise subject.

(f) All approvals, consents and orders of any governmental authority or agency having jurisdiction of any matter which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder have been obtained or will be obtained prior to the Closing.

(g) No litigation is pending or, to the knowledge of the Issuer, threatened in any court affecting the corporate existence of the Issuer or the title of its officers to their respective offices, or seeking to restrain or enjoin the offering and sale of the Bonds, or affecting the collection or application of receipts or assets of the Issuer pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Transaction Documents, or contesting the powers of the Issuer, or any authority for the Bonds or the Issuer Transaction Documents.

(h) The Issuer will cooperate with the Underwriters in arranging for the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriters may designate, and will use its best efforts to continue such qualifications in effect so long as the Bonds are being offered by the Underwriters; provided, however, that the Issuer will not be required to execute a special or general consent to service of process or qualify to do business in connection with any such qualification in any jurisdiction and the Issuer shall incur no cost or expense in connection with action taken under this subparagraph.

(i) The Issuer Representatives have been duly authorized to act on behalf of the Issuer for the purpose of taking all actions provided for herein.

6. Representations, Warranties and Agreements of the School. On the date hereof and the Closing Date, the School represents, warrants and agrees as follows:

(a) The School is a nonprofit corporation duly created under the Texas Nonprofit Corporation Act and currently operating under Chapter 22, Texas Business Organizations Code, with the corporate power and authority to enter into this Purchase Contract, the Master Trust Indenture, the Master Notes and the Loan Agreements (this Purchase Contract, the Master Trust Indenture, the Master Notes and the Loan Agreements are hereinafter collectively referred to as the "School Transaction Documents");

(b) The open-enrollment school for which the facilities are being financed is an "authorized charter school," as such term is defined in Section 53.02(10), Texas Education Code, as amended.

(c) The School has been determined to be and is exempt from federal income taxes under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of being an organization described in section 501(c)(3) of the Code, is not a "private foundation" as defined in section 509(a) of the Code, and has done nothing to impair its status as a tax-exempt organization; and the School shall not take any action or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance would result in the loss of exemption from federal income taxation of the interest on the Tax-Exempt Bonds, the loss by the School of its tax-exempt status under the Code, or the taking of formal action by the Internal Revenue Service, such action being inconsistent with the continued validity and effectiveness of the determination letter with respect to the School from the Internal Revenue Service.

(d) The representations and warranties of the School in Sections 2.1 of the Loan Agreements, which are hereby incorporated herein by reference, are true and correct.

(e) The School is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the School is a party or is otherwise subject, that would have a material and adverse effect upon the business or financial condition of the School, including particularly the contractual relationships with the Issuer; and the execution and delivery of the School Transaction Documents by the School and the offering, sale and delivery of the Bonds and compliance with the provisions of each thereof will not violate or constitute a breach of or default under any existing law, administrative regulation, judgment, decree, or any agreement or other instrument to which the School is a party or is otherwise subject.

(f) (i) Any certificate signed by an authorized officer of the School delivered to the Issuer or the Underwriters shall be deemed a representation and warranty by the School to such party as to the statements made therein; (ii) the written information furnished by representatives of the School to the Issuer (except the information relating to DTC, as to which the School makes no representation) or to counsel for and representatives of the Underwriters in connection with the execution and delivery of the School Transaction Documents and the offering and sale of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (iii) the Official Statement (except the information relating to DTC, as to which the School makes no representation) (including, particularly, but without limitation, Appendix A, Appendix B and Appendix C thereto) does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in the light of the circumstances under which they are or were made; provided, that no representation is made with respect to any statements or omissions from the Official Statement furnished by the Underwriters or the Issuer specifically for use in the Official Statement.

(g) Except as described in the Official Statement, no litigation is pending or, to the knowledge of the School, threatened in any court (i) affecting the corporate existence of the School or the title of its officers to their respective offices; seeking to restrain or enjoin the execution and delivery of the Bond Indentures; the execution and delivery of the School Transaction Documents; the offering and delivery of the Bonds; the collection or application of receipts or assets of the School expected to be used to pay the Loan Payments under the Loan Agreements, and ultimately to secure the payment of the principal of and interest on the Bonds, (ii) in any way contesting or affecting the validity or enforceability of the Bonds or the School Transaction Documents, (iii) in any way contesting the powers of the School, or any authority for the Bonds or the School Transaction Documents, (iv) in any way contesting the completeness, accuracy, or fairness of the Official Statement, (v) in any way contesting or affecting the status of the School as an organization described in section 501(c)(3) of the Code, or (vi) except as described in the Official Statement, materially and adversely affecting the financial condition of the School.

(h) The School will cooperate with the Underwriters in arranging for the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriters may designate, and will use its best efforts to continue such qualifications in effect so long as the Bonds are being offered by the Underwriters; provided, however, that the School will not be required to execute a special or general consent to service of process or qualify to do business in connection with any such qualification in any jurisdiction.

(i) Between the respective dates as of which information is given in the Official Statement and the Closing Date, (i) there will have been no material adverse change in the business, properties, or financial condition of the School and (ii) there will have been no material transactions entered into by the School other than those in the ordinary course of business.

(j) The School Transaction Documents will be, on the Closing Date, valid and binding obligations of the School enforceable in accordance with their respective terms.

(k) At the time of the Closing and upon payment of the prior debt, the pledge of the revenues, the real property and the other assets of the School will not be subject to any mortgage, pledge, lien, adverse claim, charge, or encumbrance, except as provided in the Indenture and Master Indenture.

(l) The financial statements and other financial information of the School included in the Official Statement fairly present the financial condition and results of operations of the School for the periods specified therein, and such financial statements have been prepared on an accrual basis consistently applied.

(m) At the time of the School's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) If, prior to the Closing Date, an event occurs affecting the School that is materially adverse for the purpose for which the Official Statement is to be used and is not disclosed in the Official Statement, the School shall notify the Representative, and if in the opinion of the Representative such event requires a supplement or amendment to the Official Statement, the School will supplement or amend the Official Statement in a form and in a manner approved by the Representative.

(o) If the Official Statement is supplemented or amended pursuant to Section 4 of this Agreement, at the time of each supplement or amendment thereto and at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(p) The School represents and warrants that to the full extent required from time to time by applicable laws and constitutional provisions of the United States of America and the State in order for the transactions provided for in the Loan Agreements to be made and effected in compliance with such laws and constitutional provisions: (i) no part of the improvements financed in whole or in part with proceeds of the Bonds shall be used for sectarian instruction or as a place of religious worship and (ii) notwithstanding the payment in full of the Loan Payments and the Bonds, and notwithstanding the termination of the Loan Agreements, each such part of such improvements shall continue to be subject to the restrictions set out in clause (i) above for so long as such provisions are applicable and for so long as the improvements are owned by the School or any voluntary grantee of the School; provided, the continuance of such restriction is necessary to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under the Code.

(q) The School has received all necessary approvals for the execution and delivery of the School Transaction Documents by the School and the performance by the School of its obligations thereunder.

7. Indemnification. As a further inducement to the Issuer and the Underwriters to enter into this Purchase Contract and to perform their obligations hereunder, the School agrees with the Issuer and the Underwriters as follows:

(a) THE SCHOOL WILL INDEMNIFY THE ISSUER AND THE UNDERWRITERS, THEIR OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS (THE "INDEMNIFIED PARTIES") AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST ANY LOSSES, CLAIMS, DAMAGES OR LIABILITIES, JOINT OR SEVERAL, TO WHICH SUCH INDEMNIFIED PARTIES MAY BECOME SUBJECT, UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "EXCHANGE ACT"), OR OTHERWISE, INsofar AS SUCH LOSSES, CLAIMS, DAMAGES OR LIABILITIES (OR ACTIONS IN RESPECT THEREOF) ARISE OUT OF OR ARE BASED UPON ANY UNTRUE STATEMENT OR ALLEGED UNTRUE STATEMENT OF ANY MATERIAL FACT CONTAINED IN THE OFFICIAL STATEMENT OR ANY AMENDMENT OR SUPPLEMENT THERETO (EXCEPT THE INFORMATION RELATING TO DTC, AS TO WHICH THE SCHOOL MAKES NO REPRESENTATION), OR ARISE OUT OF OR ARE BASED UPON THE OMISSION OR ALLEGED OMISSION TO STATE THEREIN, IN THE LIGHT OF THE CIRCUMSTANCES IN WHICH THEY WERE MADE, A MATERIAL FACT NECESSARY IN ORDER TO MAKE THE STATEMENTS CONTAINED THEREIN NOT MISLEADING AND WILL REIMBURSE EACH OF THE INDEMNIFIED PARTIES FOR ANY LEGAL AND OTHER EXPENSES REASONABLY INCURRED BY SUCH INDEMNIFIED PARTY IN CONNECTION WITH INVESTIGATING OR DEFENDING ANY SUCH LOSS, CLAIM, DAMAGE, LIABILITY OR ACTION; PROVIDED, HOWEVER, THAT THE SCHOOL (I) WILL NOT BE LIABLE TO THE UNDERWRITERS IN ANY SUCH CASE TO THE EXTENT THAT ANY SUCH LOSS, CLAIM, DAMAGE OR LIABILITY ARISES OUT OF OR IS BASED UPON AN UNTRUE STATEMENT OR OMISSION OR ALLEGED OMISSION MADE IN ANY OF SUCH DOCUMENTS IN RELIANCE UPON AND IN CONFORMITY WITH WRITTEN INFORMATION

FURNISHED TO THE SCHOOL BY THE UNDERWRITERS SPECIFICALLY FOR USE THEREIN (EXCEPT THE INFORMATION RELATING TO DTC, AS TO WHICH THE SCHOOL MAKES NO REPRESENTATION) AND (II) WILL NOT BE LIABLE TO THE ISSUER IN ANY SUCH CASE TO THE EXTENT THAT ANY SUCH LOSS, CLAIM, DAMAGE OR LIABILITY ARISES OUT OF OR IS BASED UPON AN UNTRUE STATEMENT OR OMISSION OR ALLEGED OMISSION MADE IN ANY OF SUCH DOCUMENTS UNDER THE CAPTION "THE ISSUER." THIS INDEMNITY AGREEMENT WILL BE IN ADDITION TO ANY LIABILITY WHICH THE SCHOOL MAY OTHERWISE HAVE. THE INDEMNIFICATION PROVISIONS HEREIN SHALL APPLY EVEN IF THE INDEMNIFIED PARTY IS DETERMINED TO BE NEGLIGENT.

(b) Promptly after receipt by an Indemnified Party hereunder of notice of the commencement of any action, such Indemnified Party will, if a claim in respect thereof is to be made against the School hereunder, notify the School of the commencement thereof; but the omission so to notify the School will not relieve the School from any liability that it may have to any Indemnified Party otherwise than hereunder nor affect any rights the School might have otherwise than hereunder to participate in and/or assume the defense of any action brought against any Indemnified Party. In case any such action is brought against any Indemnified Party and it notifies the School of the commencement thereof, the School will be entitled to participate in such action and, to the extent that it may wish, to assume the defense thereof, as allowed by law, with counsel reasonably satisfactory to such Indemnified Party (who may, with the consent of the Indemnified Party, be counsel to the School). Notwithstanding the School's election to appoint counsel to represent the Indemnified Party in an action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the School shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the School to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the School and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to the School; (iii) the School shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the School shall authorize the Indemnified Party to employ separate counsel at the expense of the School. After notice from the School to such Indemnified Party of its election so to assume the defense thereof, the School will not be liable to such Indemnified Party hereunder for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof, other than reasonable costs of investigation. The School shall not be liable for the payment of any amounts in respect of any settlement entered into without its consent.

(c) In the event that the indemnity provided in paragraph (a) of this Section 7 is unavailable to or insufficient to hold harmless an Indemnified Party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification hereunder, the School shall, in lieu of indemnifying such person, contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Indemnified Party may be subject in such proportion as is appropriate to reflect the relative

benefits received by the School, the Issuer and the Underwriters from the offering of the Bonds. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the School shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer and the Underwriters in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. Benefits received by the School shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discount for the Bonds received by the Underwriters. In no case shall the relative fault of the Underwriters for purposes of such calculation exceed the amount of the underwriting discount applicable to the Bonds purchased by the Underwriters pursuant to this Purchase Contract. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the School, the Issuer or the Underwriters, the intent of the parties, and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The School, the Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (c), no person guilty of gross negligence, fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) or other intentional misconduct shall be entitled to contribution from any person who was not guilty of such gross negligence, fraudulent misrepresentation, or other intentional misconduct. For purposes of this Section 7, each person who controls the Underwriters within the meaning of either the Securities Act or the Exchange Act and each director, officer and employee of the Underwriters shall have the same rights to contribution as the Underwriters, and each person who controls the Issuer within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the Issuer shall have the same rights to contribution as the Issuer, subject in each case to the applicable terms and conditions of this paragraph (c). Notwithstanding the foregoing, it is hereby recognized that the Issuer is a conduit issuer and as such the Issuer does not receive any benefits from the offering of the Bonds, and therefore it deserves priority in the receipt of contribution.

8. Closing. At 10:00 a.m., Central time, on December __, 2012, or such other date and time as shall have been mutually agreed upon by the Issuer and the Representative, the Issuer will deliver the initial Bonds (as provided for in the Bond Indentures) to the Representative and, provided the Representative shall have made arrangements with The Depository Trust Company (“DTC”) for the Bonds to be qualified for trading as book-entry-only securities through the facilities of DTC, the Issuer shall take appropriate steps to provide DTC with one definitive security certificate for each series and year of maturity of the Bonds, and to provide the Underwriters with the other documents hereinafter mentioned, and the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1 hereof in immediately available funds. Delivery and payment as aforesaid shall be made at the offices of Andrews Kurth LLP, Houston, Texas (“Bond Counsel”), or such other place, as shall have been mutually agreed upon by the Issuer and the Underwriters; provided, however, that a pre-closing shall be held in the aforesaid offices of Bond Counsel, commencing at 2:00 PM, Central time, on December __, 2012, during which the Underwriters and counsel to the

Underwriters shall have an opportunity to inspect the documents described in Paragraph 9(d) below.

9. Conditions to Closing. The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of the Issuer and the School contained herein and to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the Issuer and the School of their respective obligations hereunder as of the Closing Date. Accordingly, the Underwriters' obligations under this Purchase Contract shall be subject to the performance by the Issuer and the School of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The Issuer Transaction Documents and the School Transaction Documents (collectively, the "Transaction Documents") shall be in full force and effect, and the Transaction Documents shall not have been amended or supplemented, except as may have been agreed to by the Underwriters.

(b) All official action of the Issuer related to the Issuer Transaction Documents shall be in full force and effect.

(c) The School shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

(d) At the Closing, the Underwriters shall have received the following documents, in each case satisfactory in form, scope and substance to the Underwriters:

(i) (A) fully executed copies of the Issuer Transaction Documents with appropriate resolution(s) of the Issuer approving the Issuer Transaction Documents and the execution thereof by officers of the Issuer and (B) fully executed copies of the School Transaction Documents with appropriate resolutions of the Board of Directors of the School approving the School Transaction Documents and the execution thereof by officers of the School (the Loan Agreements shall contain the agreement of the School, in form satisfactory to the Representative, which is described under the heading "CONTINUING DISCLOSURE OF INFORMATION" in the Preliminary Official Statement);

(ii) an opinion of Bond Counsel in form and substance of Appendix C to the Official Statement (together with a letter addressed to the Underwriters authorizing them to rely on said opinion) and a supplemental opinion, dated the Closing Date, of Bond Counsel, addressed to the Underwriters, to the effect that (A) in its capacity as Bond Counsel, such firm has reviewed the information in the Official Statement (i) under the captions "LEGAL MATTERS," "TAX MATTERS FOR SERIES 2012A BONDS," "TAX MATTERS FOR SERIES 2012B AND SERIES 2012Z BONDS," "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS," "STATE AND LOCAL FUNDING OF SCHOOL DISTRICTS IN TEXAS," "CURRENT PUBLIC SCHOOL FINANCE SYSTEM" and "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and is of the opinion that the information therein is correct as to

matters of law, and (ii) under the captions “THE BONDS,” “SECURITY AND SOURCE OF PAYMENT,” “CONTINUING DISCLOSURE OF INFORMATION” (except for the information under the sub-caption “Compliance With Prior Undertakings,” as to which no opinion is expressed), “APPENDIX E – SUBSTANTIALLY FINAL FORM OF MASTER TRUST INDENTURE,” “APPENDIX F – SUBSTANTIALLY FINAL FORMS OF TRUST INDENTURE AND SECURITY AGREEMENTS,” “APPENDIX G – SUBSTANTIALLY FINAL FORMS OF LOAN AGREEMENTS” and such firm is of the opinion that the information contained therein fairly summarizes the documents referred to therein; and (B) the Bonds are exempt from registration pursuant to the Securities Act and the Master Trust Indenture and the Bond Indentures are exempt from qualification as indentures pursuant to the Trust Indenture Act of 1939, as amended;

(iii) an opinion of Andrews Kurth LLP, as Counsel to the School, dated the Closing Date, addressed to the Underwriters, and addressing the points set forth in **Exhibit B** hereto;

(iv) an opinion of Naman, Howell, Smith & Lee, PLLC, Counsel to the Issuer, dated the Closing Date, addressed to the Underwriters, and addressing the points set forth in **Exhibit C** hereto;

(v) an opinion of McGuire, Craddock & Strother, P.C., Counsel to the Bond Trustee and Master Trustee, dated the Closing Date, addressed to the Underwriters, and addressing the points set forth in **Exhibit D** hereto;

(vi) an opinion of Haynes and Boone, LLP, Counsel to the Underwriters, dated the Closing Date and addressed to the Underwriters in a form satisfactory to the Underwriters;

(vii) the approving opinion of the Attorney General of the State with respect to the Bonds and the Comptroller of Texas’ Certificate of Registration of the Initial Bonds;

(viii) a certificate signed by the School Representative to the effect that (A) the representations and warranties of the School contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (B) except as described in the Official Statement, no litigation is pending or, to the best of such person’s knowledge, threatened in any court to restrain or enjoin the offering, sale or delivery of the Bonds, or the collection or application of the revenues and assets of the School expected to be used to pay the School’s obligations under the Loan Agreements, or in any way contesting or affecting the validity of the Bonds or the School Transaction Documents, or contesting the powers of the School or contesting the authorization of the Bonds or the School Transaction Documents, or contesting in any way the accuracy, completeness or fairness of the Official Statement (but in lieu of or in conjunction with such certificate, the Representative may, in its sole discretion, accept certificates or opinions of the attorney for the School that, in his or her opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) the content of the Official Statement, the use thereof in the offering and sale of the Bonds, and references to the School contained

therein, are approved; (D) the Official Statement (including particularly, but without limitation, Appendix A, Appendix B and Appendix C thereto) does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made; (E) to the best of such person's knowledge, no event affecting the School has occurred since the date of the furnishing of financial or operational information to the Underwriters which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (F) there has not been any material and adverse change in the affairs or financial condition of the School from that described in the Official Statement;

(ix) a certificate signed by the Issuer Representative to the effect that (A) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (B) except as described in the Official Statement, no litigation is pending or, to the best of such person's knowledge, threatened in any court to restrain or enjoin the offering, sale or delivery of the Bonds, or the collection or application of the revenues of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds or the Issuer Transaction Documents, or contesting the powers of the Issuer or contesting the authorization of the Bonds or the Issuer Transaction Documents, or contesting in any way the accuracy, completeness, or fairness of the Official Statement (but in lieu of or in conjunction with such certificate the Representative may, in its sole discretion, accept certificates or opinions of the attorney for the Issuer that, in such attorney's opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) the content of the Official Statement contained under the caption "THE ISSUER" and the use thereof in the offering and sale of the Bonds, and references to the Issuer contained therein, are approved; (D) the information contained under the caption "THE ISSUER" in the Official Statement does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in any material respect in light of the circumstances under which they were made; (E) to the best of such person's knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (F) no event has occurred and no condition exists which, with notice or passage of time, would constitute default or an event of default by the Issuer under the Bond Indentures; (G) there are no legal or governmental proceedings involving the Issuer, pending or threatened, or any basis therefore, which in any way questions the powers of the Issuer or the validity of any proceeding undertaken by the Issuer in connection with the issuance or delivery of the Bonds, wherein an unfavorable decision, ruling or finding would adversely affect the validity, enforceability or security of the Bonds, or the transactions contemplated thereby; and (H) to the best of such person's knowledge, the execution and delivery of the Bonds and the Issuer Transaction Documents will not conflict with, constitute a breach of or

default under, or constitute the violation of any provision of, any existing resolution of the Issuer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order or other instrument to which the issuer is subject or by which it or its property is or may be bound;

(x) the Official Statement approved by the Board of Directors of the School, by the time and in the quantities required to permit the Underwriters to comply with the Rule;

(xi) evidence of the rating on the Bonds of "BB+" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, in a form acceptable to the Representative;

(xii) evidence satisfactory to the Representative to the effect that all conditions precedent to the incurrence of indebtedness by the School have been met, waived and/or consented to which may exist under any loan agreement, reimbursement agreement or similar instruments containing restrictions on the ability of the School to borrow and/or expend funds, including all necessary approvals for the execution and delivery of the School Transaction Documents by the School and the performance by the School of its obligations thereunder; and

(xiii) such additional legal opinions, certificates, instruments and other documents as Bond Counsel, the Underwriters or counsel to the Underwriters may reasonably request to evidence the truth, accuracy and completeness of the School's representations and warranties contained in this Purchase Contract and of the statements and information provided to the Underwriters and the due performance and satisfaction by the School at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the School.

If the Issuer and the School shall be unable to satisfy the conditions contained in this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters, the Issuer nor the School shall be under further obligation hereunder, except that the respective obligations of the Issuer, the School, and the Underwriters set forth in Paragraphs 7 and 11 hereof shall continue in full force and effect.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are reasonably satisfactory to the Underwriters and counsel to the Underwriters.

10. Termination. The Representative may terminate the obligation of the Underwriters to purchase the Bonds (as evidenced by a written notice to the Issuer and the School terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) at any time before the Closing Date if any of the following should occur:

(a) (i) Legislation shall have been enacted by the Congress of the United States, or recommended to the Congress for passage by the President of the United States or favorably

reported for passage to either House of the Congress by any Committee of such House, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or (iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clause (i), (ii), (iii) or (iv) would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Tax-Exempt Bonds or upon income of the general character to be derived by the School, other than any imposition of federal income taxes upon interest received on obligations of the general character as the Tax-Exempt Bonds on the date hereof and other than as disclosed in the Official Statement, in such a manner as in the reasonable judgment of the Representative would materially impair marketability or materially reduce the market price of obligations of the general character of the Bonds.

(b) Any action shall have been taken by the Securities and Exchange Commission or by a court which would require registration of any security under the Securities Act, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Bonds, or any action shall have been taken by any court or by any governmental authority suspending the use of the Official Statement or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority.

(c) (i) The Constitution of the State shall be amended or an amendment shall be proposed, or (ii) legislation shall be enacted, or (iii) a decision shall have been rendered as to matters of State law or (iv) any order, ruling, or regulation shall have been issued or proposed by or on behalf of the State by an official, agency or department thereof, affecting the tax status of the Issuer or the School, their property or income, their debt obligations (including the Bonds), or the interest thereon, which in the reasonable judgment of the Representative would materially and adversely affect the market price of the Bonds.

(d) (i) A general suspension of trading in debt securities shall have occurred on the New York Stock Exchange, or (ii) the United States shall have become engaged in hostilities (including the escalation of any hostilities existing on the date hereof, whether or not foreseeable), or (iii) there shall have occurred any national or international calamity or crisis in the financial markets or otherwise of the United States or elsewhere, the effect of which, in each case described in clause (i), (ii) or (iii), is, in the reasonable judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated in this Purchase Contract and the Official Statement.

(e) An event described in Paragraph 6(m) hereof occurs which, in the opinion of the Representative, requires a supplement or amendment to the Official Statement that is deemed by it, in its discretion, to materially and adversely affect the market for the Bonds.

(f) A general banking moratorium shall have been declared by authorities of the United States, the State of New York, or the State of Texas.

(g) Any materially adverse change in the affairs or financial condition of the School.

(h) There shall have occurred or any published notice shall have been given of any intended review, which action results in a downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any rating accorded the Bonds.

11. Fees and Expenses.

(a) The School shall pay all expenses incident to the issuance of the Bonds, including but not limited to: (i) the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation and printing of the Bonds; (iii) the fees and expenses of the Trustee, the Master Trustee, the Issuer, Bond Counsel, Counsel to the Underwriters, Counsel to the Bond Trustee and Master Trustee, Counsel to the Issuer and Counsel to the School; (iv) the fees and disbursements of the School's accountants, advisors and of any other experts or consultants retained by the School; and (v) the fees for bond ratings and municipal bond insurance, if any, for the Bonds and any travel or other expenses incurred incident thereto.

(b) The School acknowledges that the Underwriters will pay from the Underwriters' expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a non-profit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

(c) The School acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(d) The Underwriters shall pay all advertising expenses in connection with the offering of the Bonds.

12. Notices. Any notice or other communication to be given to the Issuer and the School under this Purchase Contract may be given by delivering the same in writing at the respective addresses for the Issuer and the School set forth above, and any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to B.C. Ziegler and Company, at 200 S. Wacker Dr., Suite 2000, Chicago, IL 60606, Attention: Paula Permenter.

13. Parties in Interest. This Purchase Contract is made solely for the benefit of the Issuer, the School and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right under this Purchase Contract. The representations, warranties and agreements of the Issuer and the School contained in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigations made by or on behalf of the Underwriters and (b) the delivery of the Bonds hereunder; and the representations and warranties of the Issuer and the School contained in

Paragraphs 5 and 6 of this Purchase Contract, respectively, shall remain operative and in full force and effect, regardless of any termination of this Purchase Contract.

14. Execution in Counterparts. This Purchase Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Purchase Contract by signing any such counterpart.

15. Severability. If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative, or unenforceable in any other case or circumstances, or of rendering any other provision inoperative, or unenforceable to any extent whatever.

16. Choice of Law. This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Texas.

17. Effective Date. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the representatives of the Issuer and the School indicated below, and shall be valid and enforceable as of the time of such acceptance.

18. No Personal Liability. None of the members of the boards of the School or the Issuer, nor any officer, agent or employee of the School or Issuer, shall be charged personally by the Underwriters with any liability, or be held personally liable to the Underwriters under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

[Execution pages follow]

Very truly yours,

**B.C. ZIEGLER AND COMPANY,
as Representative of the Underwriters**

By: _____
Authorized Representative

Accepted:

This _____, 2012

_____.m. Central/_____.m. Eastern Time

By: _____

President, Board of Directors

Travis County Cultural Education Facilities Finance Corporation

Attest:

By: _____

Secretary, Board of Directors

Travis County Cultural Education Facilities Finance Corporation

Accepted:

This _____, 2012

_____ .m. Central/ _____ .m. Eastern Time

By: _____
President, Board of Directors
Wayside Schools

SCHEDULE I
UNDERWRITERS

B.C. Ziegler and Company, Senior Manager
Oppenheimer & Company, Inc., Co-Manager

EXHIBIT A

Dated Date: December 1, 2012
 (Interest to accrue from Date of Delivery)

\$13,150,000*

**Travis County Cultural Education Facilities Finance Corporation
 Education Revenue Bonds (Wayside Schools) Series 2012A**

Maturity Schedule

<u>Maturity</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Initial</u> <u>Yield</u>	<u>CUSIP No.</u>
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\$700,000*

**Travis County Cultural Education Facilities Finance Corporation
 Taxable Education Revenue Bonds (Wayside Schools) Series 2012B**

Maturity Schedule

<u>Maturity</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Initial</u> <u>Yield</u>	<u>CUSIP No.</u>
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6,100,000*

**Travis County Cultural Education Facilities Finance Corporation
 Taxable Education Revenue Bonds (Wayside Schools) Series 2012Z
 (Qualified Zone Academy Bonds – Direct Pay)**

<u>Maturity</u> <u>(August 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Initial</u> <u>Yield</u>	<u>CUSIP No.</u>
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- (a) The Series 2012A Bonds and the Series 2012Z Bonds scheduled to mature on or after August 15, 2021, are subject to redemption, at the option of the School, in whole or in part, on _____, or any date thereafter, at the par value thereof, plus accrued interest thereon to the date of redemption.

* Preliminary, subject to change

EXHIBIT B

Points to be Covered in Opinion of Counsel to the School

Capitalized terms used below have the meanings given to such terms in the body of the Purchase Contract.

1. The School is duly organized and validly existing in good standing as a nonprofit corporation under the Constitution and laws of the State of Texas, with full corporate power and authority to own its properties and to conduct its business and affairs as described in the Official Statement.

2. The School has full corporate power and corporate authority to authorize, execute and deliver the School Transaction Documents and to perform its obligations under, and carry out and consummate all other transactions described in or contemplated by, the School Transaction Documents.

3. The School Transaction Documents have been duly authorized, executed and delivered by the School and constitute the legal, valid and binding obligations of the School, enforceable against the School in accordance with their respective terms, subject to the exception that enforceability (i) may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

EXHIBIT C

Points to be Covered in Opinion of Counsel to the Issuer

Capitalized terms used below have the meanings given to such terms in the body of the Purchase Contract.

(1) The Issuer is a public nonprofit cultural facilities corporation, duly created, organized, existing and in good standing under the provisions of the Act. The Issuer has full right, power and authority to enter into the Issuer Transaction Documents, and to carry out and consummate all other transactions contemplated by each of the aforesaid documents.

(2) The Issuer has duly and validly authorized the execution and delivery of the Issuer Transaction Documents and any and all other financing statements and all other agreements relating thereto and the Issuer has complied with all provisions of applicable law in all matters relating to such transactions.

(3) The Issuer Transaction Documents have been duly authorized, executed and delivered by the Issuer, are in full force and effect and are legal, valid and binding instruments of the Issuer enforceable in accordance with their terms, except to the extent that enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws of general application relating to or affecting enforcement of creditors' rights and general principles of equity.

(4) No approval, authorization, consent or other order of any public board or body not already obtained is legally required for the Issuer's participation in the transactions contemplated by the Issuer Transaction Documents.

(5) The Issuer has duly taken all necessary action to be taken by it for: (a) the offering and sale of the Bonds upon the terms set forth in the Purchase Contract; (b) the approval, execution, delivery, receipt and due performance of the Bonds and the Issuer Transaction Documents and (c) the carrying out, giving effect to the consummation of the transactions contemplated in the Bonds and the Issuer Transaction Documents.

EXHIBIT D

Points to be Covered in Opinion of Counsel to the Bond Trustee and Master Trustee

Capitalized terms used below have the meanings given to such terms in the body of the Purchase Contract.

1. The Bond Trustee is validly existing and in good standing as a national banking association and is duly qualified to serve as Bond Trustee in accordance with the qualifications set forth for the Bond Trustee in the Bond Indentures and the Master Trustee is validly existing and in good standing as a national banking association and is duly qualified to serve as Master Trustee in accordance with the qualifications set forth for the Master Trustee under the Master Trust Indenture.

2. The Bond Trustee has all requisite power and authority to execute and deliver the Bond Indentures and to perform its obligations under the Bond Indentures and the Master Trustee has all requisite power and authority to execute and deliver the Master Trust Indenture and to perform its obligations under the Master Trust Indenture.

3. The Bond Indentures, the Master Trust Indenture and the Supplemental Master Indentures No. 1 and No. 2 have been duly authorized, executed and delivered, by the Trustee or Master Trustee, as applicable, and constitute legal, valid and binding obligations of the Trustee and the Master Trustee, as applicable, enforceable in accordance with their terms.