



ITEM 1

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

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

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a 7.5 foot wide public utility easement (PUE) located along the rear lot line of Lot 105, Block 1 of Steiner Ranch, Phase One, Section Two-A – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a 7.5 foot wide public utility easement (PUE) located along the rear lot line of Lot 105, Block 1 of Steiner Ranch, Phase One, Section Two-A. The PUE is dedicated per plat and is schematically shown. The subject lot fronts on Schleicher Trail, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner plans to build a pool towards the rear of the lot, which is where the PUE in question is located. Vacating the subject easement will allow the property owner to build the pool in the proposed area without encroaching on said easement.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request Letter
- Utility Sign-offs
- Sign Affidavit and Pictures
- 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

SM:AB:ps

1101 - Development Services - Steiner Ranch, Phase 1, Section 2-A



ITEM 2

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

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

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to release the non-disturbance easements located over and across several sections of The Overlook Estates, Phase 1 subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to release the non-disturbance easements located over and across several sections of The Overlook Estates, Phase 1 subdivision. The easements to be vacated are schematically shown on the plat. The property owners of the subdivision will then re-dedicated the non-disturbance easements in its new configuration by separate instrument. The streets of this subdivision are not maintained by Travis County.

Professional engineer Ric Thompson has stated that:

"4) Much of the current non-disturbance easement is lumped into single large areas where portions do not receive significant run-off (in this person's Opinion) from proposed development. And in other areas, the width of the buffer dedicated is excessive for the amount of potential development drainage to that location.

5) The proposed plan removes extra "thickness" to the dedicated non-disturbance easements (area still remains down slope to receive run-off from the same area) and then, in compensation, adds area to lots that currently have no area dedicated.

6) The new areas dedicated will receive run-off before it is concentrated in the streets and routed to points of even further concentration prior to release to the native drainage features thus providing, in this person's opinion, improved treatment of the run-off."

After review of the submitted request and recommendation, staff has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter, the proposed replacement easement meets or exceeds what would have been allowed under Barton Creek Watershed Ordinance regulations. This re-configuration should give property owners more room on the affected lots for future improvements and the installation of on-site sewage facilities without encroaching on the subject easements.

The City of Austin's environmental staff has been involved in this process and consents to this re-configuration of the subject easements. Staff has also received several inquiries from the public, but no one showed any opposition.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Release Order
- Request Letter
- Engineer's Letter
- CoA's Consent E-mail
- Re-Dedication of Non-Disturbance Sketch
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
Teresa Calkins	Senior Engineer	Development Services	854-7569

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Overlook Estates, Phase 1

ITEM 4



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 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:

Approve proclamation regarding Hunger and Homelessness Awareness Week to be held November 10, 2012 through November 17, 2012 at various locations throughout Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Ending Chronic Homelessness Coalition (ECHO) is hosting Hunger and Homelessness Awareness Week. This is an annual event that includes a week of events designed to educate the Austin community on the root causes of hunger and homelessness in Central Texas. This week of events will be held Saturday, November 10 through Saturday, November 17, 2012.

To learn more about ECHO's Hunger and Homelessness Awareness Week, visit: <http://www.austinecho.org/hhweek/>.

STAFF RECOMMENDATIONS:

Staff recommends approval of the proclamation.

ISSUES AND OPPORTUNITIES:

Hunger and Homelessness Awareness Week is the largest annual event that connects policy makers, local business leaders, service providers, faith based organizations, and community members to engage in implementing active solutions and prevention methods for hunger and homelessness in Central Texas.

The *Hunger by the Numbers: A Blueprint for Ending Hunger in Texas Report* indicates that 158,270 Travis County residents experienced a time in the previous year when they had difficulty meeting their food needs,

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

placing them at risk of hunger. Furthermore, ECHO's 2012 homeless count showed that there were 2,244 homeless people in Travis County, with a little less than half of those people counted in shelters.

The Hunger and Homelessness Awareness Week calls attention to those less fortunate while furthering ECHO's vision to create a community fiercely focused on ending homelessness.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

None.

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

Travis County Commissioners Court



Proclamation

WHEREAS, the Ending Community Homelessness Coalition (ECHO) of Austin/Travis County is hosting Hunger and Homelessness Awareness Week;

WHEREAS, ECHO's 2012 homeless count showed that there were 2,244 homeless people in Travis County, with a little less than half of those people counted in shelters;

WHEREAS, 158,270 Travis County residents experienced a time in the previous year when they had difficulty meeting their food needs placing them at risk of hunger;

WHEREAS, The National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness co-sponsor Hunger and Homelessness Awareness Week nationally;

WHEREAS, ECHO organizes and executes the activities of Travis County's contribution to Hunger and Homelessness Awareness Week, to be held in 2012 from November 10th to November 17th;

WHEREAS, the Hunger and Homelessness Awareness Week calls attention to those less fortunate while furthering ECHO's vision to create a community fiercely focused on ending homelessness;

WHEREAS, this week will include events that advocate for the homeless who face economic, psychological devastation and lack the means for the provision of their basic needs; and

WHEREAS, the Travis County Commissioners Court and ECHO are dedicated to ending homelessness and eliminating the effects of poverty in Travis County;

NOW, THEREFORE, BE IT PROCLAIMED BY THE TRAVIS COUNTY COMMISSIONERS COURT TO OBSERVE NOVEMBER 10 – 17, 2012 AS

"HUNGER AND HOMELESSNESS AWARENESS WEEK"

AND ENCOURAGE ALL WHO ARE COMMITTED TO ENDING HUNGER AND HOMELESSNESS IN TRAVIS COUNTY TO SUPPORT THE TRAVIS COUNTY COMMISSIONERS COURT AND ECHO'S EFFORTS TO END HUNGER AND HOMELESSNESS IN TRAVIS COUNTY.

SIGNED AND ENTERED THIS _____ DAY OF NOVEMBER, 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: November 13, 2012

Prepared By/Phone Number: Joe Hon, Commissioner Eckhardt's Office, x41123

Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Commissioner – Precinct 2

Commissioners Court Sponsor: Sarah Eckhardt, Commissioner – Precinct 2

AGENDA LANGUAGE:

APPROVE RESOLUTION DECLARING THE MONTH OF NOVEMBER 2012 AS "PANCREATIC CANCER AWARENESS MONTH" IN TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A

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

Resolution



DECLARING THE MONTH OF NOVEMBER 2012, AS "PANCREATIC CANCER AWARENESS MONTH" IN TRAVIS COUNTY

WHEREAS, in 2012, an estimated 43,920 people will be diagnosed with pancreatic cancer in the United States and 37,390 will die from the disease;

WHEREAS, pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just six percent;

WHEREAS, when symptoms of pancreatic cancer present themselves, it is late stage, and 74 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS, approximately 2,240 deaths will occur in Texas in 2012;

WHEREAS, the incidence and death rate for pancreatic cancer are increasing and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020, possibly as early 2015;

WHEREAS, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers, and pancreatic cancer research constitutes only approximately two percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it;

WHEREAS, the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Travis County and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Travis County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS, the good health and well-being of the residents of Travis County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, do hereby declare the month of November 2012, as **PANCREATIC CANCER AWARENESS MONTH** in Travis County.

Signed and entered this 13th day of November 2012.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4



ITEM 6

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 10 to Interlocal Contract No. 4400000350 (H.T.E. Contract no. IL030285LC), City Of Austin, for the Operation and Maintenance of the Combined Transportation, Emergency & Communications Center (CTECC).

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

The CTECC program is an interlocal cooperative effort involving partners from the City of Austin, Texas Department of Transportation, Capital Metro and Travis County. All four entities, along with citizens of central Texas currently benefit from ongoing operations at CTECC. This facility houses regional public safety/service systems related to two-way radio communications, computer-aided dispatch, 9-1-1, mobile data, joint emergency operations, and intelligent transportation. County emergency management activities presently operate out of CTECC, as do Sheriff Dispatch functions.

Travis County Emergency Services recommends approval of this modification. Given that this agreement automatically renews annually, the requested action will be an internal administrative change for informational purposes and to confirm contractual spending authority for Travis County's portion of the shared program budget this fiscal year.

County representatives on the Operating and Governing Boards, the CTECC General Manager, as well as other city and county resource staff support the recommendation.

Travis County's FY13 CTECC O&M share is \$1,818,668.00.

Modification No. 9, approved in Commissioners Court January 24, 2012, was to confirm and approve Travis County's portion of the FY12 budget.

Modification No. 8, approved in Commissioners Court February 15, 2011, was to confirm and approve Travis County's portion of the FY11 budget.

Modification No. 7, approved in Commissioners Court December 1, 2009, was to confirm and approve Travis County's portion of the FY10 budget.

Modification No. 6, approved in Commissioners Court October 28, 2008, was to confirm and approve Travis County's portion of the FY09 budget.

Modification No. 5, approved in Commissioners Court January 29, 2008, was to confirm and approve Travis County's portion of the FY08 budget.

Modification No. 4, approved in Commissioners Court January 9, 2007, was to confirm and approve Travis County's portion of the FY07 budget.

Modification No. 3, approved in Commissioners Court October 25, 2005, was to confirm and approve Travis County's portion of the FY06 budget.

Modification No. 2, approved in Commissioners Court December 21, 2004, was to confirm and approve Travis County's portion of the FY05 budget.

Modification No. 1, approved in Commissioners Court February 10, 2004, was to confirm and approve Travis County's portion of the FY04 budget.

➤ **Contract Expenditures:** Within the last 12 months \$1,590,067.00 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$1,818,668.00

Modification Type: Approval to spend amount budgeted for CTECC O&M

Modification Period: October 1, 2012 through September 30, 2013

➤ **Funding Information:**

SAP Funds Reservation #: 300000380

Comments:



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

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

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

To: Travis County Commissioners Court

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive, Emergency Services

Date: October 9, 2012

Subject: CTECC O&M Expense Authority for FY-2013, Contract Year Eleven

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Director*

Technology & Communications

Proposed Motion:

APPROVE MODIFICATION NUMBER TEN TO AUTOMATIC-RENEWAL CONTRACT 4400000350 (IL030285LC), INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR THE OPERATION AND MAINTENANCE OF THE COMBINED TRANSPORTATION, EMERGENCY & COMMUNICATIONS CENTER ("CTECC") IN FY-2013. (TCES)

Summary & Staff Recommendation:

The CTECC program is an interlocal cooperative effort involving partners from the City of Austin, Texas Department of Transportation, Capital Metro, and Travis County. All four entities, along with citizens of central Texas currently benefit from ongoing operations at CTECC. This facility houses regional public safety/service systems related to two-way radio communications, computer-aided dispatch, 9-1-1, mobile data, joint emergency operations, and intelligent transportation. County emergency management activities presently operate out of CTECC, as do Sheriff dispatch functions.

The Travis County Emergency Services ("TCES") recommendation is to approve the contract modification. Given that this agreement automatically renews annually, the requested action will be an internal administrative change for informational purposes and to confirm contractual spending authority for Travis County's portion of the shared program budget this fiscal year.

County representatives on the Operating and Governing Boards, the CTECC General Manager, as well as other city and county resource staff support the recommendation.

Commissioners Court previously approved a similar item as Modification No. 9 for FY-2012.

There appear to be no issues or concerns with approving the requested action, as this is a routine and expected item that occurs each year.

Budgetary Impact:

The necessary funding of \$1,818,668 for Travis County's FY-2013 CTECC O&M share is a budgeted TCES expense in 1470010001, 511530.

Please see attached FR 300000380.

Attachment(s):

Final Approved FY-2013 CTECC Operations & Maintenance Budget – Exhibit B
Travis County Funds Reservation Document 300000380

Cc:

Board Members –	Capt. Paul Knight, TCSO; Pete Baldwin, TCOEM
Audit –	Jose Palacios, Kapp Schwebke
Legal –	Barbara Wilson
PBO –	Randy Lott
Purchasing –	Lori Clyde
TCES –	Christine Lego, Toby Fariss (TF)

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

FY2013

FY2013

FINAL

FINAL

APPROVED

APPROVED

Code / Definition	PERSONNEL	Basic Salary	Fringes	ALLOCATION				TOTAL	NOTES	ALLOCATION		
				BUC %	COA	Travis County	TAXOT				GMIA	
GENERAL MANAGEMENT												
(1) General Manager		109,925	29,000	138,925	34,581	10.940%	34,581	34,581	0.000%	100.000%	138,925	COA %
(1) Asst. General Manager		109,938	28,999	138,937	34,469	27.192%	34,469	34,469	0.000%	100.000%	137,876	COA %
(1) Financial Consultant		61,744	21,595	83,339	20,824	0.000%	20,824	20,824	0.000%	100.000%	83,266	Equal %
(1) Administrative Specialist		49,926	19,082	69,008	16,222	0.000%	16,222	16,222	0.000%	100.000%	64,888	Equal %
CTECC SUPPORT (TECH)												
(2) Sys/Network Admin Sr		141,044	46,969	188,013	142,532	39.614%	39,614	1,053	4,813	188,012	Tech %	
(1) LAN/WAN Integrator		96,408	28,092	124,500	124,500	15.870%	15,870	422	1,928	124,500	COA %	
(1) System Support Tech		59,881	21,437	81,318	57,099	45.870%	57,099	933	4,289	81,319	Tech %	
(2) Sys/Network Admin		122,530	44,071	166,601	126,300	35.103%	35,103	933	4,289	166,601	Tech %	
CTECC SUPPORT (CAD)												
(1) IT Security Analyst (CJIS)		77,854	30,516	108,370	108,370	100.000%	108,370			108,370	COA %	
(1) IT Security Engineer (CJIS)		86,317	33,200	119,517	121,517	101.763%	121,517			121,517	COA %	
(2) Prog Analyst Sr		153,482	50,029	203,511	147,369	72.459%	147,369	804		203,512	COA %	
(1) Sys/Net Supervisor		91,309	28,234	119,543	95,964	80.351%	95,964	468		118,603	CAD %	
(4) Systems Support Tech Sr		248,929	60,913	309,842	245,900	79.412%	245,900	1,341		309,442	CAD %	
(1) Business Systems Analyst Sr		75,220	24,777	99,997	72,411	72.411%	72,411	395		99,997	CAD %	
(1) Systems Support Tech		66,692	21,869	88,561	95,819	108.198%	95,819	310		78,465	CAD %	
(1) Database Admin (DBA)		88,451	28,847	117,298	83,491	70.363%	83,491	455		115,298	CAD %	
(1) GIS Analyst		45,676	29,153	74,829	47,669	63.579%	47,669	280		65,829	CAD %	
(1) GIS Analyst Sr		61,187	22,580	83,767	60,668	72.299%	60,668	331		83,767	CAD %	
Total: Management & CTECC Support Personnel				\$ 2,313,621	\$ 1,586,515	497.131%	\$ 497,131	\$ 112,868	\$ 117,102	\$ 2,313,616		
PUBLIC SAFETY SUPPORT (COA)												
(1) Sys/Net Supervisor		91,609	27,341	118,950	118,950	100.000%	118,950			118,950	COA %	
(2) Adminstr. Net Systems Sr		142,351	48,287	190,638	190,638	100.000%	190,638			190,638	COA %	
(1) Adminstr. Net Sys Sr (DVV)		70,292	24,005	94,297	94,297	100.000%	94,297			94,297	COA %	
(1) Adminstr. Net Systems		61,594	22,644	84,238	84,238	100.000%	84,238			84,238	COA %	
(1) System Support Tech Sr		55,815	21,740	77,555	77,555	100.000%	77,555			77,555	COA %	
(8) System Support Tech		333,165	130,188	463,353	463,353	100.000%	463,353			463,353	COA %	
(1) Sys/Network Admin		72,608	24,367	96,975	96,975	100.000%	96,975			96,975	COA %	
(1) Sys/Network Admin		71,576	25,145	96,721	96,721	100.000%	96,721			96,721	COA %	
(1) System Support Tech Sr		143,206	48,370	191,576	191,576	100.000%	191,576			191,576	COA %	
(3) System Support Tech		143,206	48,370	191,576	191,576	100.000%	191,576			191,576	COA %	
(1) System Support Tech		52,270	23,954	76,224	76,224	100.000%	76,224			76,224	COA %	
Total: Public Safety Support Personnel:				\$ 1,592,207	\$ 1,592,205	100.000%	\$ 1,592,205	\$ -	\$ -	\$ 1,592,205		
OTHER / MISCELLANEOUS												
Overtime - CTECC (Tech)		13,132		13,132	9,955	75.811%	9,955	71	338	13,132	CTECC Support Overtime - Tech	
Overtime - CTECC (CAD)		26,264		26,264	19,019	72.421%	19,019	104		26,265	CTECC Support Overtime - CAD	
Overtime - Public Safety (COA)		29,009		29,009	20,009	68.976%	20,009			29,009	COA Specific Overtime	
Awards (6361)		2,600		2,600	2,600	100.000%	2,600			2,600	Reward and Recognition Program	
Total: Other / Miscellaneous:				\$ 71,005	\$ 60,583	85.321%	\$ 60,583	\$ 178	\$ 336	\$ 71,006		
Total: Personnel:				\$ 3,976,833	\$ 3,239,303	81.463%	\$ 507,040	\$ 113,046	\$ 117,433	\$ 3,976,827		

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

CONTRACTUAL'S		Travis County		CMTA		TOTAL		NOTES		ALLOCATION	
Code / Definition	Working Total	COA	TxDOT	COA	TxDOT	COA	TxDOT	COA	TxDOT	COA	TxDOT
5875 Security - Travis Co.	1,372,236	254,809	254,809	254,809	254,809	254,809	254,809	1,019,236	ITCSO LE-Security Services	Equal %	
5880 Services-Other	48,214	31,309	10,389	31,309	10,389	48,214	31,309	48,214	Cabling Services / Misc. & Other	Tech %	
6121 Rent - 911 Backup Center	65,367	53,941	6,926	53,941	6,926	65,367	53,941	65,367	CAPCOG Billed Rent & Supplemental rent-related charges	BUC %	
6124 Rental - Copy/Machines	4,793	3,608	1,003	3,608	1,003	4,793	3,608	4,793	Copiers - Maintenance & Usage	Tech %	
6125 Rental - Vehicles	3,649	6,551	1,820	6,551	1,820	3,649	6,551	3,649	Copiers - Maintenance & Usage	Tech %	
6160 Electric Services	454,903	293,400	68,385	293,400	68,385	454,903	293,400	454,903	Vehicle Rental Charges for transporting IT equipment	Lease %	
6165 Water Services	14,250	8,992	2,004	8,992	2,004	14,250	8,992	14,250	Water Services	Lease %	
6170 WWS Services	1,126	1,002	1,002	1,002	1,002	1,126	1,002	1,126	Waste Water Service	Lease %	
6174 Drainage Fee Expense	12,224	7,715	2,607	7,715	2,607	12,224	7,715	12,224	Drainage expenses	Lease %	
6175 Garage/Release Collection	3,236	2,042	455	2,042	455	3,236	2,042	3,236	Street cleaning fees & Garbage Collection	Lease %	
6203 CTM Services - Incident Management	53,674	43,111	11,982	43,111	11,982	53,674	43,111	53,674	CTM/CTECC IT Incident Management - Support Desk	Tech %	
6203 CTM Services - Telephone Support	135,574	97,315	318	97,315	318	135,574	97,315	135,574	CTM/CTECC IT Incident Management - Support Desk	Tech %	
6327 Insurance - Fire Flood Extended Coverage	32,266	32,266	21,009	32,266	21,009	32,266	21,009	32,266	Phone Support - CTM Voice Operations	Port %	
6244 Workers Compensation Insurance	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	Workers Compensation Insurance (City only)	COA %	
6250 Fleet Reserve	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	Risk management reserves (City only)	COA %	
6255 Fleet Fuel	2,843	2,843	2,843	2,843	2,843	2,843	2,843	2,843	Maintenance - Vehicles for Public Safety IT Support	COA %	
6383 Facility Management	1,302	1,302	1,302	1,302	1,302	1,302	1,302	1,302	Fuel - Vehicles for Public Safety IT Support	COA %	
6383 911 Backup Center Facility Management	1,302	1,302	1,302	1,302	1,302	1,302	1,302	1,302	Fuel - Vehicles for Public Safety IT Support	COA %	
6392 Premium Power Maintenance	197,353	95,582	141,757	95,582	141,757	197,353	95,582	197,353	Facility Related / FMS	BUC %	
6398 Chilled Water Maintenance	14,514	92,655	20,642	92,655	20,642	14,514	92,655	14,514	Facility Related / FMS	Lease %	
6404 Telephones - Base Cost (COA Mobile Data)	161,132	101,707	22,659	101,707	22,659	161,132	101,707	161,132	Facility Related / FMS	Lease %	
6404 Telephones - Base Cost (D/W Circuits)	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	Facility Related / FMS	Lease %	
6404 Telephones - Base Cost (CTECC)	137,466	132,477	28,417	132,477	28,417	137,466	132,477	137,466	Facility Related / FMS	Lease %	
6404 Telephones - Base Cost (911 Backup)	191,840	170,942	20,898	170,942	20,898	191,840	170,942	191,840	Facility Related / FMS	Lease %	
6404 Telephones - Long Distance	157,000	17,000	17,000	17,000	17,000	157,000	17,000	157,000	Facility Related / FMS	Lease %	
6405 Telephones - Equipment / Maintenance	10,000	8,835	335	8,835	335	10,000	8,835	10,000	Facility Related / FMS	Lease %	
6407 Telephones - Cellular Services	35,930	22,970	264	22,970	264	35,930	22,970	35,930	Facility Related / FMS	Lease %	
6531 Seminar / Training Fees (Equal)	1,093	826	6	826	6	1,093	826	1,093	Facility Related / FMS	Lease %	
6531 Seminar / Training Fees (Tech)	4,500	1,125	1,125	1,125	1,125	4,500	1,125	4,500	Facility Related / FMS	Lease %	
6531 Seminar / Training Fees (CAD)	9,000	6,824	50	6,824	50	9,000	6,824	9,000	Facility Related / FMS	Lease %	
6531 Seminar / Training Fees (Public Safety)	35,750	35,750	71	35,750	71	35,750	35,750	35,750	Facility Related / FMS	Lease %	
6532 Travel - Training (Equal)	5,000	750	750	750	750	5,000	750	5,000	Facility Related / FMS	Lease %	
6532 Travel - Training (CAD)	7,500	5,688	43	5,688	43	7,500	5,688	7,500	Facility Related / FMS	Lease %	
6532 Travel - Training (Public Safety)	25,650	25,650	40	25,650	40	25,650	25,650	25,650	Facility Related / FMS	Lease %	
6551 Mileage Reimbursements	180	370	105	370	105	180	370	180	Facility Related / FMS	Lease %	
6551 Mileage Reimbursements	750	186	186	186	186	750	186	750	Facility Related / FMS	Lease %	
6551 Mileage Reimbursements	5,450	5,450	188	5,450	188	5,450	5,450	5,450	Facility Related / FMS	Lease %	
Totals: Contractuals:	4,245,262	3,225,356	645,964	3,225,356	645,964	4,245,262	3,225,356	4,245,262			
SYSTEMS											
Code / Definition	Working Total	COA	Travis County	COA	TxDOT	COA	TxDOT	COA	TxDOT	COA	TxDOT
6387 Maintenance Hardware - CTECC	235,318	178,384	48,582	178,384	1,318	235,318	178,384	48,582	1,318	235,318	1,318
6387 Maintenance Hardware - 911 BUC	46,635	41,533	5,102	41,533	5,102	46,635	41,533	5,102	46,635	5,102	46,635
6387 Maintenance Hardware - Public Safety	385,103	385,103	385,103	385,103	95,375	385,103	385,103	385,103	95,375	385,103	95,375
6388 Maintenance Hardware - Video Wall	127,167	31,782	296,165	31,782	95,375	127,167	31,782	296,165	95,375	127,167	31,782
6388 Maintenance Hardware - Computer SW - Public Safety	236,165	236,165	236,165	236,165	236,165	236,165	236,165	236,165	236,165	236,165	236,165
6388 Maintenance - WebEOC	13,950	9,300	4,650	9,300	275	13,950	9,300	4,650	275	13,950	275
6388 Maintenance - Computer Software - CAD	69,502	50,328	18,899	50,328	275	69,502	50,328	18,899	275	69,502	275
6388 Maintenance - Computer Software - Tech	83,123	47,854	13,300	47,854	353	83,123	47,854	13,300	353	83,123	353
6388 Maintenance - 911 Backup Center CAD	75,509	67,248	8,261	67,248	1,616	75,509	67,248	8,261	1,616	75,509	1,616
6388 Maintenance - CAD System	499,923	1,069,318	401,542	1,069,318	5,833	499,923	1,069,318	401,542	5,833	499,923	5,833
6388 Maintenance - Other Equip. - Public Safety	17,500	11,043	2,481	11,043	263	17,500	11,043	2,481	263	17,500	263
6388 Maintenance - Other Equip. - Shared AV	3,246,588	2,628,001	503,797	2,628,001	7,903	3,246,588	2,628,001	503,797	7,903	3,246,588	7,903
Totals: Systems:	3,246,588	2,628,001	503,797	2,628,001	7,903	3,246,588	2,628,001	503,797	7,903	3,246,588	7,903

Funds Reservation 300000380

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	10/04/2012
FM area	1000	Posting date	10/04/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	FARISST	Created on	10/04/2012
Last changed by		Last changed	
More Data			
Text	FY13 CTECC O&M		
Reference			
Overall Amount	1,818,668.00 USD		

Document item 001			
Text	FY13 CTECC O&M		
Commitment item	511530	Funds center	1470010001
Fund	0001	G/L account	511530
Cost center	1470010001	Due on	
Vendor		Customer	
Amount	1,818,668.00 USD		

Toby Fariss

From: Toby Fariss
Sent: Thursday, October 04, 2012 12:58 PM
To: Lori Clyde
Cc: Danny Hobby; Christine Lego
Subject: RE: CTECC Exhibit B / FY2013 budget

Tracking:	Recipient	Delivery
	Lori Clyde	Delivered: 10/4/2012 12:58 PM
	Danny Hobby	Delivered: 10/4/2012 12:58 PM
	Christine Lego	Delivered: 10/4/2012 12:58 PM

The funds reservation is complete. It's 300000380 for \$1,818,668.

I will attach it to the singed recommendation memo...and hope to have the memo to you Monday.

Toby

From: Lori Clyde
Sent: Thursday, October 04, 2012 11:24 AM
To: Toby Fariss; Christine Lego
Cc: Danny Hobby
Subject: RE: CTECC Exhibit B / FY2013 budget

Yes, I will need the funds reservation number and a memo to send to court.

Thanks,
Lori

From: Toby Fariss
Sent: Thursday, October 04, 2012 8:52 AM
To: Christine Lego; Lori Clyde
Cc: Danny Hobby
Subject: FW: CTECC Exhibit B / FY2013 budget

All appears to now be in order to go ahead with getting CC approval and a resulting contract PO for FY13 CTECC O&M. See below message and attachment.

I think the next step is to enter a funds reservation in SAP. Lori, is this right or do we just enter a shopping cart?

Also, Christine, I believe the intended funding is in 1470010001 511570. Please confirm. This FC/CI total shows to be \$1,935,091. The county's obligation shown in Ex-B is \$1,818,668 (good news).

Toby

Toby Fariss, Contracts Administrator

Travis County Emergency Services
PO Box 1748
Austin, TX 78767
512/854-4762

From: Turner, Robert [<mailto:Robert.Turner@austintexas.gov>]
Sent: Wednesday, October 03, 2012 4:05 PM
To: Wayne Rehnborg; Imelda Barrett; Danny Hobby; Dottie.Watkins@capmetro.org
Cc: Hopingardner, Paul; Toby Fariss; Gabel, Thomas; Burk, Brian [TXDOT]
Subject: CTECC Exhibit B / FY2013 budget

Wayne, Imelda, Dottie and Danny:

Attached please find the adopted budget for CTECC for October 1, 2012 to September 30, 2013 (in City Speak "FY2013"). This document covers both operating and capital/equipment expenditures for the coming 12 months.

The first 3 pages are the operating expense detail. This information is organized so you can see the expenditure total and the amount allocated to each partner.

Page 4 is the technology equipment purchase expense information showing the expenditure and the amount allocated to each partner.

Pages 5 and 6 are a comparison of Fiscal 2012 (year ending September 30, 2012) to Fiscal 2013 (year ending September 2013) expenditures. Page 5 is a summary at the partner level; Page 6 shows a breakdown by expenditure category showing the total amount and the amount allocated to each partner.

The FY2013 information in this document reflects the updates to the cost allocation method agreed upon this summer.

Please contact myself or Tom Gabel (512.974.0788) with any questions.

Regards,

Robert Turner
General Manager
Combined Transportation Emergency Communications Center
City of Austin
512.974.0759

MODIFICATION OF CONTRACT NUMBER: 4400000350 (IL030285LC) CTECC O&M AGREEMENT**PAGE 1 OF 4 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TEXAS 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 30, 2012
--	--	---

ISSUED TO: City of Austin P.O. Box 1088 Austin, TX 78767-1088	MODIFICATION NO.: 10	EXECUTED DATE OF ORIGINAL CONTRACT: October 10, 2002
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ORIGINAL CONTRACT TERM DATES: October 10,2002-September 30, 2003 CURRENT CONTRACT TERM DATES: October 1, 2012-September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 886,960 Current Modified Amount \$ 1,818,668.00.

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.

Replace Exhibit B, Estimated Operation Budget for FY12 with the attached Exhibit B, Estimated Operation Budget for FY13.

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.
 [X] 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	

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

FY2013

FINAL APPROVED

ALLOCATION	COA	Travis County	TXDOT	CMTA	TOTAL
BUC %	89.060%	10.940%	0.000%	0.000%	100.000%
CAD %	72.413%	27.192%	0.395%	0.000%	100.000%
COA %	100.000%	0.000%	0.000%	0.000%	100.000%
EOC %	66.670%	33.330%	0.000%	0.000%	100.000%
Equal %	25.000%	25.000%	25.000%	25.000%	100.000%
LD Tele %	81.800%	9.300%	5.800%	3.100%	100.000%
Lease %	63.110%	14.060%	21.330%	1.500%	100.000%
Port %	70.480%	15.650%	13.060%	0.810%	100.000%
Tech %	75.810%	21.070%	0.560%	2.560%	100.000%
Video Wall %	25.000%	0.000%	75.000%	0.000%	100.000%

FY2013

FINAL APPROVED

PERSONNEL

Code / Definition	Base Salary	Fringes	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
GENERAL MANAGEMENT										
(1) General Manager	109,325	29,000	138,325	34,581	34,581	34,581	34,581	138,324		Equal %
(1) Asst. General Manager	108,938	28,939	137,877	34,469	34,469	34,469	34,469	137,876		Equal %
(1) Financial Consultant	61,744	21,554	83,298	20,824	20,824	20,824	20,824	83,296		Equal %
(1) Administrative Specialist	45,826	19,062	64,888	16,222	16,222	16,222	16,222	64,888		Equal %
CTECC SUPPORT (TECH)										
(2) Sys/Network Admin Sr	141,044	46,969	188,013	142,532	39,614	1,053	4,813	188,012		Tech %
(1) LAN/WAN Intergrator	96,408	28,092	124,500	124,500	-	-	-	124,500		COA %
(1) System Support Tech	53,881	21,437	75,318	57,099	15,870	422	1,928	75,319		Tech %
(2) Sys/Network Admin	122,530	44,071	166,601	126,300	35,103	933	4,265	166,601		Tech %
CTECC SUPPORT (CAD)										
(1) IT Security Analyst (CJIS)	77,854	30,516	108,370	108,370	-	-	-	108,370		COA %
(1) IT Security Engineer (CJIS)	88,317	33,200	121,517	121,517	-	-	-	121,517		COA %
(2) Prog Analyst Sr	153,482	50,029	203,511	147,369	55,339	804	-	203,512		CAD %
(1) Sys/Net Supervisor	91,309	27,294	118,603	85,884	32,251	468	-	118,603		CAD %
(4) Systems Support Tech Sr	248,529	90,913	339,442	245,800	92,301	1,341	-	339,442		CAD %
(1) Business Systems Analyst Sr	75,220	24,777	99,997	72,411	27,191	395	-	99,997		CAD %
(1) Systems Support Tech	56,602	21,863	78,465	56,819	21,336	310	-	78,465		CAD %
(1) Database Admin (DBA)	88,451	26,847	115,298	83,491	31,352	455	-	115,298		CAD %
(1) GIS Analyst	45,676	20,153	65,829	47,669	17,900	260	-	65,829		CAD %
(1) GIS Analyst Sr	61,187	22,580	83,767	60,658	22,778	331	-	83,767		CAD %
Total; Management & CTECC Support Personnel			\$ 2,313,621	\$ 1,586,515	\$ 497,131	\$ 112,868	\$ 117,102	\$ 2,313,616		
PUBLIC SAFETY SUPPORT (COA)										
(1) Sys/Net Supervisor	91,609	27,341	118,950	118,950	-	-	-	118,950		COA %
(2) Admnstr, Net Systems Sr	142,351	48,287	190,638	190,638	-	-	-	190,638		COA %
(1) Admnstr, Net Sys Sr (DVV)	70,292	24,005	94,297	94,297	-	-	-	94,297		COA %
(1) Admnstr, Net Systems	61,594	22,644	84,238	84,238	-	-	-	84,238		COA %
(1) System Support Tech Sr	55,815	21,740	77,555	77,555	-	-	-	77,555		COA %
(6) System Support Tech	333,165	130,168	463,333	463,333	-	-	-	463,333		COA %
(1) Sys/Network Admin Sr	72,606	24,367	96,973	96,973	-	-	-	96,973		COA %
(1) Sys/Network Admin	77,576	25,145	102,721	102,721	-	-	-	102,721		COA %
(1) System Support Tech Sr	61,016	22,554	83,570	83,570	-	-	-	83,570		COA %
(3) System Support Tech	142,406	61,300	203,706	203,706	-	-	-	203,706		COA %
(1) System Support Tech	52,270	23,954	76,224	76,224	-	-	-	76,224		COA %
Total; Public Safety Support Personnel:			\$ 1,592,207	\$ 1,592,205	\$ -	\$ -	\$ -	\$ 1,592,205		
OTHER / MISCELLANEOUS										
Overtime - CTECC (Tech)	13,132		13,132	9,955	2,767	74	336	13,132	CTECC Support Overtime - Tech	Tech %
Overtime - CTECC (CAD)	26,264		26,264	19,019	7,142	104	-	26,265	CTECC Support Overtime - CAD	CAD %
Overtime - Pulic Safety (COA)	29,009		29,009	29,009	-	-	-	29,009	COA Specific Overtime	COA %
Awards (6361)	2,600		2,600	2,600	-	-	-	2,600	Reward and Recognition Program	COA %
Total; Other / Miscellaneous:			\$ 71,005	\$ 60,583	\$ 9,909	\$ 178	\$ 336	\$ 71,006		
Total; Personnel:			\$ 3,976,833	\$ 3,239,303	\$ 507,040	\$ 113,046	\$ 117,438	\$ 3,976,827		

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

CONTRACTUALS										
Code / Definition	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION		
5675:Security - Travis Co.	1,019,236	254,809	254,809	254,809	254,809	1,019,236	TCSO LE-Security Services	Equal %		
5860:Services-Other	49,214	37,309	10,369	276	1,260	49,214	Cabling Services / Misc. & Other	Tech %		
6121:Rent - 911 Backup Center	60,567	53,941	6,626	-	-	60,567	CAPCOG Billed Rent & Supplemental rent-related charges	BUC %		
6124:Rental - Copy Machines	4,760	3,608	1,003	27	122	4,760	Copiers - Maintenance & Usage	Tech %		
6125:Rental - Vehicles	8,640	6,551	1,820	48	221	8,640	Vehicle Rental Charges for transporting IT equipment	Tech %		
6160:Electric Services	464,903	293,400	65,365	99,164	6,974	464,903	Electric Service	Lease %		
6165:Water Service	14,250	8,992	2,004	3,040	214	14,250	Water Service	Lease %		
6170:WW Service	7,125	4,496	1,002	1,520	107	7,125	Waste Water Service	Lease %		
6174:Drainage Fee Expense	12,224	7,715	1,719	2,607	183	12,224	Drainage expenses	Lease %		
6175:Garbage/Refuse Collection	3,236	2,042	455	690	49	3,236	Street cleaning fees & Garbage Collection	Lease %		
6203:CTM Services - Incident Management	56,867	43,111	11,982	318	1,456	56,867	CTM/CTECC IT Incident Management - Support Desk	Tech %		
6203:CTM Services - Telephone Support	138,074	97,315	21,609	18,032	1,118	138,074	Phone Support - CTM Voice Operations	Port %		
6327:Insurance - Fire Flood Extended Coverage	32,296	32,296	-	-	-	32,296	Insurance - Property / Loss	COA %		
6243:Workers Compensation Insurance	45,830	45,830	-	-	-	45,830	Workers Compensation Insurance (City only)	COA %		
6244:Liability Reserve	1,000	1,000	-	-	-	1,000	Risk management reserves (City only)	COA %		
6250:Fleet Maintenance	2,843	2,843	-	-	-	2,843	Maintenance - Vehicles for Public Safety IT Support	COA %		
6255:Fleet Fuel	1,392	1,392	-	-	-	1,392	Fuel - Vehicles for Public Safety IT Support	COA %		
6383:Facility Management	1,008,228	636,293	141,757	215,055	15,123	1,008,228	Facility Related / FMS	Lease %		
6383:911 Backup Center Facility Management	107,323	95,582	11,741	-	-	107,323	911 Backup Center - Facility Related / FMS	BUC %		
6392:Premium Power Maintenance	146,814	92,655	20,642	31,315	2,202	146,814	Premium Power	Lease %		
6398:Chilled Water Maintenance	161,158	101,707	22,659	34,375	2,417	161,158	Chilled Water	Lease %		
6404:Telephone - Base Cost (COA Mobile Data)	150,000	150,000	-	-	-	150,000	Vendor Telephone Expenses - Mobile Data Circuits	COA %		
6404:Telephone - Base Cost (DVV Circuits)	655,973	655,973	-	-	-	655,973	Vendor Telephone Expenses - DVV Gigaman Circuits	COA %		
6404:Telephone - Base Cost (CTECC)	187,965	132,477	29,417	24,548	1,523	187,965	Vendor Telephone Expenses - CTECC Shared	Port %		
6404:Telephone - Base Cost (911 Backup)	191,940	170,942	20,998	-	-	191,940	Vendor Telephone Expenses - 911 Backup Center	BUC %		
6404:Telephone - Base Cost (911 BUC -COA)	157,000	157,000	-	-	-	157,000	Vendor Telephone Expenses - 911 Backup Center	COA %		
6405:Telephone - Long Distance	10,800	8,835	1,004	626	335	10,800	Vendor Long Distance Telephone (Direct Costs)	LD Tele %		
6406:Telephone - Equipment / Maintenance	32,590	22,970	5,100	4,256	264	32,590	Vendor Telephone Maintenance (PBX / Nortel)	Port %		
6407:Telephone - Celluar Services	1,874	1,421	395	10	48	1,874	Tech Related Connectivity Service (AirCards)	Tech %		
6407:Telephone - Celluar Services	1,090	826	230	6	28	1,090	Tech Cell Phone Service (Shared Phone)	Tech %		
6531:Seminar / Training Fees (Equal)	4,500	1,125	1,125	1,125	1,125	4,500	Management Staff Training	Equal %		
6531:Seminar / Training Fees (Tech)	9,000	6,824	1,896	50	230	9,000	Tech Training (CTECC IT)	Tech %		
6531:Seminar / Training Fees (CAD)	18,000	13,034	4,895	71	-	18,000	CAD Training (CTECC IT)	CAD %		
6531:Seminar / Training Fees (Public Safety)	35,700	35,700	-	-	-	35,700	APD RMS Training & AFD/EMS RMS Training	COA %		
6532:Travel - Training (Equal)	3,000	750	750	750	750	3,000	Management Staff Training - Travel	Equal %		
6532:Travel - Training (Tech)	7,500	5,686	1,580	42	192	7,500	Travel - Tech Training	Tech %		
6532:Travel - Training (CAD)	10,000	7,241	2,719	40	-	10,000	Travel - CAD Training	CAD %		
6532:Travel - Training (Public Safety)	25,650	25,650	-	-	-	25,650	Travel - Public Safety IT	COA %		
6551:Mileage Reimbursements	500	379	105	3	13	500	for Technical Staff (CTECC IT)	Tech %		
6551:Mileage Reimbursements	750	186	188	188	188	750	for non-technical Staff (Management Staff)	Equal %		
6551:Mileage Reimbursements	5,450	5,450	-	-	-	5,450	for Technical Staff (Public Safety IT)	COA %		
Totals; Contractuals:		\$ 4,855,262	\$ 3,225,356	\$ 645,964	\$ 692,991	\$ 290,951	\$ 4,855,262			
SYSTEMS										
Code / Definition	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION		
6387:Maintenance Hardware - CTECC	235,318	178,394	49,582	1,318	6,024	235,318	CTECC Servers, Network, & Printer Maintenance	Tech %		
6387:Maintenance Hardware - 911 BUC	46,635	41,533	5,102	-	-	46,635	911 BUC Server & Network Maintenance	BUC %		
6387:Maintenance Hardware - Public Safety	385,103	385,103	-	-	-	385,103	Public Safety Servers, Network, & Misc Maintenance	COA %		
6389:Maintenance Hardware - Video Wall	127,167	31,792	-	95,375	-	127,167	CTECC Video Wall Maintenance	Video Wall %		
6388:Maintenance - Computer S/W - Public Safety	236,165	236,165	-	-	-	236,165	APD & AFD/EMS RMS & other licenses - Public Safety	COA %		
6388:Maintenance - WebEOC	13,950	9,300	4,650	-	-	13,950	WebEOC Renewal & Maintenance	EOC %		
6388:Maintenance - Computer Software - CAD	69,502	50,328	18,899	275	-	69,502	CAD Software systems license renewals	CAD %		
6388:Maintenance - Computer Software - Tech	63,123	47,854	13,300	353	1,616	63,123	CTECC IT Software license renewals	Tech %		
6388:Maintenance - 911 Backup Center CAD	75,509	67,248	8,261	-	-	75,509	911 Backup Center CAD System Maintenance	BUC %		
6388:Maintenance - CAD System	1,476,693	1,069,318	401,542	5,833	-	1,476,693	TriTech Maintenance / CAD System Maintenance	CAD %		
6389:Maintenance - Other Equip. - Public Safety	499,923	499,923	-	-	-	499,923	APD (Versaterm) & AFD/EMS (FDM) RMS Maintenance	COA %		
6389:Maintenance - Other Equip.- Shared A/V	17,500	11,043	2,461	3,733	263	17,500	Shared Projectors / A/V Equipment Maintenance	Lease %		
Totals; Systems:		\$ 3,246,588	\$ 2,628,001	\$ 503,797	\$ 106,887	\$ 7,903	\$ 3,246,588			

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

COMMODITIES									
Code / Definition	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION	
7482:Food/Ice	500	500	-	-	-	500	Food/Ice Related (Req'd for Vending Fund Usgae/Chargebacks)	COA %	
7486:Books-Library	2,700	2,047	569	15	69	2,700	Reference books for technical staff	Tech %	
7500:Office Supplies	30,000	7,500	7,500	7,500	7,500	30,000	Office Supplies / Printer Cartridges	Equal %	
7510:Computer Supplies	7,000	1,750	1,750	1,750	1,750	7,000	Computer Related Consumables	Equal %	
7580:Computer Software	10,500	7,960	2,212	59	269	10,500	Shared Software & Software for new employees.	Tech %	
7600:Small Tools/Minor Equipment	21,160	16,042	4,458	118	542	21,160	Small tools & Equipment	Tech %	
7603:Security - System Maintenance	17,020	4,255	4,255	4,255	4,255	17,020	Facility Security System Maintenance	Equal %	
7610:Minor Computer Hardware	21,000	15,919	4,425	118	538	21,000	Sm. Computer Hardware for desktops, printers, peripherals	Tech %	
Totals; Commodities:	\$ 109,880	\$ 55,973	\$ 25,169	\$ 13,815	\$ 14,923	\$ 109,880			
Total Operating Budget:	\$ 12,188,563	\$ 9,148,633	\$ 1,681,970	\$ 926,739	\$ 431,215	\$ 12,188,557			
CAPITAL ITEMS									
Code / Definition	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION	
9043 / 9045 Operating Capital - Critical Replacment	1,285,000	1,132,409	136,698	3,093	12,800	1,285,000	Reference Capital by Agency Sheet	MANUAL ENTRY	
Total Capital Budget:	\$ 1,285,000	\$ 1,132,409	\$ 136,698	\$ 3,093	\$ 12,800	\$ 1,285,000			
Grand Total; CTECC Budget:	\$ 13,473,563	\$ 10,281,042	\$ 1,818,668	\$ 929,832	\$ 444,015	\$ 13,473,557	< GRAND TOTALS ARE NOT TO EXCEED AMOUNTS - NO BY LINE CAP *		
* Per CTECC Governing Board Meeting & Minutes, April 16, 2008									
BUC %	911 Backup Center - Weighted average of Backup Center CAD full user licenses by agency [agency 911 BUC-CAD licenses ÷ total 911 BUC-CAD licenses]								
CAD %	Weighted average of Party's use of CAD staff / resources; [(CAD full lic * weighting of full lic) + (mobile lic * weighting of mobile lic) - backup lic] ÷ total, weighted (non-backup) licences *weighting by license type by category per Trittech Software Support Agreement; Full = 67% , Mobile = 33%								
COA %	City of Austin only projects [100% COA]								
EOC %	Emergency Operations Center activity [COA 66.67% / Travis County 33.33%]								
Equal %	Even distribution [25% per agency]								
LD Tele %	Long Distance Telephone usage [2 year rolling weighted average of actual calls per agency]								
Lease %	CTECC Lease Agreement §8.1 & §8.2 [COA 63.11%, Travis County 14.06%, TXDOT 21.33%, CMTA 1.5%]								
Port %	Telephone Ports - [PBX ports per agency ÷ total PBX ports (inc. common area)]								
Tech %	Weighted average of Party's use of IT / technical resources [agency administrative computers + agency printers ÷ total]								
Video Wall %	Video Wall support and maintenance - COA 25% / TXDOT 75%								



ITEM 07

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By/Phone Number: Kent Hubbard/854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Pursuant to section 263.151, declare certain items surplus property and sell at public auction.

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

There are three capital assets included in the items to be auctioned: two air conditioning units purchased in 1997 and a dryer unit from 2010. The air conditioning units were replaced by the Facilities Department and the Sheriff's Office dryer unit was fire-damaged and no longer functions. The balance of the auction items are non-capital assets. These items are not tracked in the SAP system.

Asset Master Record Detail Report



Data Warehouse Last Refresh: 10/23/2012 011:31:53 PM

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
5	91642	TC Add to Online Auction	AIR CONDITIONER PORTABLE AIR ROVER	1000315	0000	41581692	\$6,700.00
8	91641	TC Add to Online Auction	AIR CONDITIONER PORTABLE AIR ROVER	1000314	0000	41601692	\$6,700.00
22	139307	TC Add to Online Auction	DRYER UNIMAC GAS 120 LB NATURAL GAS HEAT.	1003223	0000	1008022231	\$6,388.20

Asset Master Record Detail Report



Data Warehouse Last Refresh: 10/23/2012 011:31:53 PM

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
1	N/A	TC Add to Online Auction	GENERAC GENERATOR (3 PHASE)	N/A	N/A	2034192	N/A
2	N/A	TC Add to Online Auction	ELECTRIC FRYER TOASTMASTER	N/A	N/A	9-15296-92	N/A
3	N/A	TC Add to Online Auction	25 FILING CABINETS	N/A	N/A	N/A	N/A
4	N/A	TC Add to Online Auction	FLAG POLE (30FT)	N/A	N/A	N/A	N/A
6	89414	TC Add to Online Auction	AIR ROVER WITH COOLING CAPACITY 11 800 BTU/H 115	1005300	0000	63391097	\$ 2,485.67
7	89444	TC Add to Online Auction	AIR ROVER WITH COOLING CAPACITY 11 800 BTU/H 115	1005304	0000	63381097	\$ 2,485.67
9	89415	TC Add to Online Auction	AIR ROVER WITH COOLING CAPACITY 11 800 BTU/H 115	1005301	0000	63371097	\$ 2,485.67
10	100507	TC Add to Online Auction	PORTABLE B RADIO VHF/UHF VX FTH-2070D-16	1006477	0000	OH500098	\$ 926.00
10	100508	TC Add to Online Auction	PORTABLE B RADIO VHF/UHF VX FTH-2070D-16	1006476	0000	OJ520041	\$ 926.00
10	100925	TC Add to Online Auction	REGENCY BTL-301 MOBILE RADIO W/ACCESSORIES	1003868	0000	305A30753	\$ 485.00
10	102066	TC Add to Online Auction	PORTABLE B RADIO VHF/UHF VX FTH-2070D-16	1006989	0000	OH500005	\$ 926.00
10	103379	TC Add to Online Auction	PORTABLE RADIO MOTOROLA HT750 VHF 16 CHANNEL	1007091	0000	672HBQ8665	\$ 745.20
10	110497	TC Add to Online Auction	RADIO PORTABLE XTS2500II MOTOROLA	1008626	0000	205CDA0904	\$ 1,879.00
10	110843	TC Add to Online Auction	RADIO MOBILE BASIC DIGITAL 2500 II 160M 15W MOTORO	1009332	0000	526CDL0530	\$ 1,779.00
10	110897	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009552	0000	526CDL0700	\$ 2,185.00
10	111025	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009680	0000	526CDL0815	\$ 2,185.00
10	111108	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009763	0000	526CDL0849	\$ 2,185.00
10	111189	TC Add to Online Auction	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35 W MOTOROL	1009322	0000	526CDL1077	\$ 2,185.00
10	111321	TC Add to Online Auction	MOTOROLA RADIO ASTRO SPECTRA W4 128M 35W	1009942	0000	526CDS1180	\$ 2,302.00
10	111325	TC Add to Online Auction	MOTOROLA RADIO ASTRO SPECTRA W4 128M 35W	1009946	0000	526CDS1192	\$ 2,302.00
10	111330	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010047	0000	526CDU0869	\$ 1,779.00
10	111333	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010050	0000	526CDU0874	\$ 1,779.00
10	111627	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010388	0000	526CEC1466	\$ 1,779.00
10	111647	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010408	0000	526CEC1613	\$ 1,779.00
10	111662	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010423	0000	526CEC1532	\$ 1,779.00
10	111775	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010531	0000	526CEC1664	\$ 1,779.00
10	111830	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010582	0000	526CEC1589	\$ 1,779.00

Asset Master Record Detail Report

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
10	111832	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010583	0000	526CEC1580	\$ 1,779.00
10	111859	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010608	0000	526CEC1435	\$ 1,779.00
10	121684	TC Add to Online Auction	RADIO MOBILE ASTROSPECTRA MOTOROLA	1011779	0000	526CEG0602	\$ 2,185.00
10	59622	TC Add to Online Auction	RADIO MODEL HT600 HANDIE TALKIE W/CASE	1003983	0000	649AMU3632	\$ 584.00
10	59659	TC Add to Online Auction	RADIO MODEL HT600 HANDIE TALKIE W/CASE	1003984	0000	649AMU3629	\$ 584.00
10	60091	TC Add to Online Auction	HANDIE TALKIE MODEL HT600 MOTOROLA	1004073	0000	651ANJ2167	\$ 636.00
10	62710	TC Add to Online Auction	HANDI TALKIE MOTOROLA HT600	1004075	0000	651ANQ1433	\$ 590.00
10	62917	TC Add to Online Auction	HANDI TALKIE MOTOROLA HT600	1004077	0000	#	\$ 590.00
10	64617	TC Add to Online Auction	RADIO YAESU MDL# FTH2070D16	1004435	0000	1G110270	\$ 1,239.00
10	64793	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004698	0000	402AUG4919	\$ 662.00
10	65079	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004694	0000	402ATY9287	\$ 662.00
10	65145	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1004731	0000	108345T	\$ 667.00
10	65283	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004674	0000	402ATY9203	\$ 686.00
10	65480	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004502	0000	1G110150	\$ 1,204.00
10	65506	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004509	0000	1G110039	\$ 1,204.00
10	65813	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004661	0000	402ATW8207	\$ 686.00
10	65822	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004663	0000	402ATW8165	\$ 686.00
10	67694	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004670	0000	402ATW8162	\$ 686.00
10	70497	TC Add to Online Auction	PORTABLE D VHF RADIO VISAR H05KDD9AA4N	1004962	0000	720AVQ8851	\$ 733.00
10	71935	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004490	0000	106881T	\$ 714.00
10	71955	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004700	0000	402AUG4906	\$ 662.00
10	71967	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004441	0000	106859T	\$ 714.00
10	73730	TC Add to Online Auction	RADIO MOBILE A GE DELTA SX	1004463	0000	8550306	\$ 1,226.65
10	73958	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004525	0000	3F210617	\$ 1,204.00
10	77441	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	1005002	0000	402AVST505	\$ 640.00
10	79234	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	1004992	0000	402AVST666	\$ 640.00
10	84777	TC Add to Online Auction	PORTABLE E UHF RADIO VISAR H05SDD9AA4N	1004934	0000	720AVJ1456	\$ 763.00
10	85389	TC Add to Online Auction	PORTABLE D VHF RADIO VISAR	1004918	0000	720AVJ1718	\$ 733.00
10	85445	TC Add to Online Auction	PORTABLE D VHF RADIO VISAR	1004916	0000	720AVJ1726Z	\$ 733.00
10	87064	TC Add to Online Auction	RADIO MOBILE (B) MIDLANDMIDLAND 70-1342B	1005085	0000	157959T	\$ 535.00
10	87191	TC Add to Online Auction	RADIO MOBILE MOTOROLA RADIUS M1225	1005570	0000	869FYC2677	\$ 480.00
10	91773	TC Add to Online Auction	MOTOROLA RADIO	1039745	0000	376AWU1074Z	\$ -
10	96196	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	1004991	0000	402AVST327	\$ 640.00
10	73730	TC Add to Online Auction	RADIO MOBILE A GE DELTA SX	1004463	0000	8550306	\$ 1,226.65

Asset Master Record Detail Report

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
11	103382	TC Add to Online Auction	MOBILE RADIO MOTOROLA MARATRAC VHF 100 WATT	1007090	0000	776TBN0970	\$ 1,243.00
11	105351	TC Add to Online Auction	DOCKING STATION PANASONIC	1007315	0000	P27010889	\$ 702.00
11	106077	TC Add to Online Auction	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015353	0000	2788	\$ 4,511.60
11	106086	TC Add to Online Auction	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1015358	0000	2771	\$ 4,511.60
11	111098	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009753	0000	526CDL0856	\$ 2,185.00
11	111276	TC Add to Online Auction	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	1009251	0000	526CDL1064	\$ 2,185.00
11	111311	TC Add to Online Auction	MOTOROLA RADIO ASTRO SPECTRA W4 128M 35W	1009932	0000	526CDS1177	\$ 2,302.00
11	111674	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010434	0000	526CEC1556	\$ 1,779.00
11	111731	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010489	0000	526CEC1506	\$ 1,779.00
11	111860	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010609	0000	526CEC1448	\$ 1,779.00
11	121487	TC Add to Online Auction	PATROL CAR VIDEO SYSTEMS CONTROL UNIT	1010314	0000	106969	\$ 2,351.20
11	130566	TC Add to Online Auction	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM	1028712	0000	2505	\$ 4,511.60
11	131282	TC Add to Online Auction	MOBILE 12 CHANNEL TWO-WAY RADIO	1003818	0000	483HKJ0790	\$ 1,202.20
11	131493	TC Add to Online Auction	RADIO MOTOROLA MOBILE SPECTRA	1004592	0000	671ATL0109	\$ 1,800.94
11	60311	TC Add to Online Auction	RADIO-MOBILE G.E. MDL: DELTA SX	1004096	0000	7571055	\$ 1,481.00
11	60327	TC Add to Online Auction	RADIO-MOBILE G.E. MDL: DELTA	1004097	0000	7571081	\$ 1,480.00
11	60379	TC Add to Online Auction	REGENCY MICROM W/SCANNER	1003718	0000	305A87301	\$ 641.37
11	61721	TC Add to Online Auction	RADIO MOBILE GE 2-WAY DELTA	1004090	0000	7495930	\$ 1,374.00
11	65141	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1004730	0000	108402T	\$ 667.00
11	65215	TC Add to Online Auction	UHF CONTROL STATION MOTOROLA L54 SUM 70D0	1004714	0000	154STW0259	\$ 1,455.00
11	65765	TC Add to Online Auction	RADIO MOBILE MIDLAND	1004450	0000	70268	\$ 714.00
11	65770	TC Add to Online Auction	RADIO MOBILE MIDLAND	1004451	0000	70266	\$ 714.00
11	66382	TC Add to Online Auction	UHF CONTROL STATION MOTOROLA L54 SUM 70D0	1004716	0000	154ATW0267	\$ 1,455.00
11	66383	TC Add to Online Auction	UHF CONTROL STATION MOTOROLA L54 SUM 70D0	1004715	0000	154STW0274	\$ 1,455.00
11	67698	TC Add to Online Auction	UHF CONTROL STATION MOTOROLA L54 SUM 70D0	1004713	0000	154STW0264	\$ 1,455.00
11	68797	TC Add to Online Auction	RADIO MOBILE GE 2-WAY DELTA	1004091	0000	S550	\$ 1,374.00
11	71937	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004491	0000	106918T	\$ 714.00
11	71939	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004492	0000	106919T	\$ 714.00
11	71940	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1004691	0000	106945	\$ 667.00
11	71963	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004493	0000	106943T	\$ 714.00
11	71965	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004494	0000	106942T	\$ 714.00
11	71973	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004445	0000	106901T	\$ 714.00
11	71975	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004446	0000	106858T	\$ 714.00
11	71976	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004447	0000	106904T	\$ 714.00
11	73195	TC Add to Online Auction	RADIO MOBILE GE PHOENIX SX	1004070	0000	7495936	\$ 1,481.00

Asset Master Record Detail Report

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
11	73500	TC Add to Online Auction	5 WATT 6 CHANNEL PORTABLE RADIO MIDLAND	1003777	0000	32605	\$ 647.00
11	73518	TC Add to Online Auction	MOBILE RADIO	1003710	0000	NG307G	\$ 1,304.00
11	73525	TC Add to Online Auction	RADIO MOBILE MOTOROLA	1004084	0000	NG289G	\$ 1,481.00
11	76142	TC Add to Online Auction	RADIO BASE UNIT - MOTOROLA	1003981	0000	2315	\$ 987.50
11	77279	TC Add to Online Auction	RADIO MIDLAND	1004448	0000	40008	\$ 714.00
11	80558	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1004689	0000	NEED	\$ 667.00
11	81663	TC Add to Online Auction	VHF MONITOR II MOTOROLA	1005048	0000	646XWJ27D8	\$ 321.00
11	82265	TC Add to Online Auction	RADIO MOBILE (B) MIDLAND MIDLAND 70-1342B	1004945	0000	119635	\$ 535.00
11	82991	TC Add to Online Auction	RADIO 2 WAY GE DELTA	1004072	0000	7482218	\$ 1,481.00
11	82993	TC Add to Online Auction	RADIO MOBILE A GE DELTA SX	1004473	0000	8470852	\$ 1,226.65
11	83867	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1004932	0000	124818T	\$ 667.00
11	87068	TC Add to Online Auction	RADIO MOBILE (B) MIDLAND MIDLAND 70-1342B	1005086	0000	157956T	\$ 535.00
11	87173	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1005485	0000	178247	\$ 479.00
11	88301	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004444	0000	106887T	\$ 714.00
11	99983	TC Add to Online Auction	MOTOROLA 2-WAY RADIO COM 1250	1006484	0000	103TAN9536	\$ 620.00
11	110949	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009604	0000	526CDL0789	\$ 2,185.00
12	65218	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004695	0000	402ATY9205	\$ 662.00
12	65224	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA	1004696	0000	402ATY9249	\$ 662.00
12	65460	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004499	0000	1G110158	\$ 1,204.00
12	65482	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004503	0000	1G110145	\$ 1,204.00
12	65526	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004513	0000	1G110034	\$ 1,204.00
12	65528	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004514	0000	1G110033	\$ 1,204.00
12	65767	TC Add to Online Auction	RADIO MOBILE MIDLAND	1004449	0000	70356	\$ 714.00
12	65810	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	1004756	0000	402ATW8192	\$ 686.00
12	65815	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004662	0000	402ATW8204	\$ 686.00
12	65849	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	1004747	0000	402ATW8194	\$ 686.00
12	65861	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	1004749	0000	402ATW8195	\$ 686.00
12	65892	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	1004751	0000	402ATW8171	\$ 686.00
12	65895	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	1004752	0000	402ATW8151	\$ 686.00
12	65965	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004702	0000	402AUG4899	\$ 662.00
12	65971	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004703	0000	402AUG4926	\$ 662.00
12	66371	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004673	0000	402ATY9224	\$ 686.00
12	66391	TC Add to Online Auction	RADIO MOBILE B MIDLAND 70- 1342B	1004485	0000	108448T	\$ 515.00
12	66392	TC Add to Online Auction	RADIO MOBILE B MIDLAND 70- 1342B	1004486	0000	108449T	\$ 515.00
12	71933	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004488	0000	106885T	\$ 714.00

Asset Master Record Detail Report

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
12	71934	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004489	0000	106883T	\$ 714.00
12	71950	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004699	0000	402AUG4890	\$ 662.00
12	71966	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004440	0000	106920T	\$ 714.00
12	71971	TC Add to Online Auction	RADIO MOBILE B MIDLAND	1004443	0000	106905T	\$ 714.00
12	73464	TC Add to Online Auction	RADIO MOBILE GE 2-WAY DELTA	1004006	0000	741867616	\$ 1,481.00
12	73843	TC Add to Online Auction	FM TRANSCEIVER UHF/VHF YAESU FTH 2070 HAND HELD	1004571	0000	2J200102 AT12	\$ 1,239.00
12	73912	TC Add to Online Auction	RADIO PORTABLE (B) YAESU FTH 2070D16	1004630	0000	3I230097	\$ 1,084.00
12	73979	TC Add to Online Auction	RADIO PORTABLE (B) YAESU FTH 2070D16	1004644	0000	3F210608	\$ 1,084.00
12	74002	TC Add to Online Auction	HANDIE TALKIE MODEL HT600 MOTOROLA	1004013	0000	9755	\$ 590.00
12	75612	TC Add to Online Auction	RADIO MIDLAND TWO-WAY MDL# 70-1342B	1004537	0000	79236	\$ 515.00
12	77284	TC Add to Online Auction	MOBILE RADIO MIDLAND	1004732	0000	40027	\$ 667.00
12	77286	TC Add to Online Auction	MOBILE RADIO MIDLAND	1004733	0000	4005	\$ 667.00
12	77378	TC Add to Online Auction	MOBILE 12 CHANNEL TWO-WAY RADIO	1003819	0000	483HLJ0046	\$ 1,202.20
12	77437	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	1005001	0000	402AVST479	\$ 640.00
12	79201	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000	1004999	0000	402AVST323	\$ 640.00
12	79206	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000	1004998	0000	402AVST339	\$ 640.00
12	79220	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	1004993	0000	402AVST427	\$ 640.00
12	79223	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	1004995	0000	402AVST475	\$ 640.00
12	79227	TC Add to Online Auction	PORTABLE E UHF RADIO HT1000 H01SDC9AA3N	1004996	0000	402AVST539	\$ 640.00
12	79284	TC Add to Online Auction	PORTABLE D VHF RADIO HT1000 HO1KDC9AA3N	1005005	0000	402AVW7839	\$ 615.00
12	80659	TC Add to Online Auction	HANDI-TALKIE BENDIX KING MDL: 4140A	1004184	0000	929714	\$ 768.07
12	81668	TC Add to Online Auction	VHF MONITOR II	1005052	0000	646XWJ27DD	\$ 321.00
12	81693	TC Add to Online Auction	FM RECEIVER DATA/INCLUDES ANTENNA DATA CABLE	1005105	0000	629012	\$ 450.00
12	81733	TC Add to Online Auction	VHF RADIO MOTOROLA MT-2000; 136-178 MHZ (48-CH)	1005141	0000	355AWU0060	\$ 935.00
12	81748	TC Add to Online Auction	VHF RADIO MOTOROLA MT-2000; 136-178 MHZ (48-CH)	1005142	0000	355AWU0054	\$ 935.00
12	82258	TC Add to Online Auction	RADIO MOBILE (B) MIDLAND MIDLAND 70-1342B	1004761	0000	119574	\$ 535.00
12	82297	TC Add to Online Auction	RADIO PORTABLE (A) BENDIX/KING EPH 5140A	1004764	0000	329421	\$ 571.00
12	82789	TC Add to Online Auction	PORTABLE D VHF RADIO VISAR	1004907	0000	720AVJ1079Z	\$ 733.00
12	82954	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004704	0000	402AUW0339	\$ 662.00
12	83748	TC Add to Online Auction	RADIO PORTABLE (A) BENDIX/KING EPH 5140A	1004769	0000	410585	\$ 601.00
12	83870	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1004930	0000	124820T	\$ 667.00
12	83876	TC Add to Online Auction	"MOBILE ""C"" UHF RADIO MIDLAND #70-1530B	1004888	0000	138069T	\$ 667.00
12	85370	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA	1004900	0000	402AVJ3036	\$ 686.00
12	87067	TC Add to Online Auction	RADIO MOBILE (B) MIDLANDMIDLAND 70-1342B	1005087	0000	157960T	\$ 535.00
12	87630	TC Add to Online Auction	RADIO PORTABLE (B) YAESU FTH 2070D16	1004658	0000	3F210579	\$ 1,084.00

Asset Master Record Detail Report

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
12	91775	TC Add to Online Auction	MOTOROLA RADIO	1039744	0000	376AWU1046Z	\$ -
12	95118	TC Add to Online Auction	MOTOROLA 2-WAY RADIO EQUIPMENT / ACCESSORIES	1006297	0000	623AAL0729	\$ 2,737.00
12	95207	TC Add to Online Auction	MOTOROLA RADIUS M1225 VHF 45 WATT/16 CHANNEL	1005589	0000	M43DGC90J2A	\$ 480.00
12	95681	TC Add to Online Auction	RADIO MOTOROLA MODEL HT1000	1005729	0000	402AXYE134Z	\$ 892.97
12	95682	TC Add to Online Auction	RADIO MOTOROLA MODEL HT1000	1005730	0000	402AXYE137Z	\$ 895.02
12	96149	TC Add to Online Auction	RADIO YAESU MDL# FTH2070D16	1004439	0000	1G110275	\$ 1,239.00
12	99572	TC Add to Online Auction	"RADIO PORTABLE "C" UHF MOTOROLA	1004902	0000	402AVJ3050ZW3	\$ 686.00
12	100503	TC Add to Online Auction	PORTABLE B RADIO VHF/UHF VX FTH-2070D-16	1006480	0000	OJ520045	\$ 926.00
12	100506	TC Add to Online Auction	PORTABLE B RADIO VHF/UHF VX FTH-2070D-16	1006478	0000	OH500099	\$ 926.00
12	106142	TC Add to Online Auction	RADIO PORTABLE B YAESU FTH2070D16 LESS DTMF PAD	1004504	0000	1G110147	\$ 1,204.00
12	110503	TC Add to Online Auction	RADIO PORTABLE XTS2500II MOTOROLA	1008624	0000	205CDA0902	\$ 1,879.00
12	110560	TC Add to Online Auction	RADIO PORTABLE XTS2500II MOTOROLA	1008689	0000	205CDA0846	\$ 1,879.00
12	110579	TC Add to Online Auction	RADIO PORTABLE XTS2500II MOTOROLA	1008684	0000	205CDA0936	\$ 1,879.00
12	110652	TC Add to Online Auction	RADIO PORTABLE XTS2500II MOTOROLA	1008494	0000	205CDA1378	\$ 1,879.00
12	110855	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009510	0000	526CDL0750	\$ 2,185.00
12	110873	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009528	0000	526CDL0739	\$ 2,185.00
12	110876	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009531	0000	526CDL0722	\$ 2,185.00
12	110879	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009534	0000	526CDL0720	\$ 2,185.00
12	110880	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009535	0000	526CDL0728	\$ 2,185.00
12	110906	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009561	0000	526CDL0710	\$ 2,185.00
12	110959	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009614	0000	526CDL0801	\$ 2,185.00
12	110966	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009621	0000	526CDL0960	\$ 2,185.00
12	110972	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009627	0000	526CDL0954	\$ 2,185.00
12	111017	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009672	0000	526CDL0813	\$ 2,185.00
12	111027	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009682	0000	526CDL0820	\$ 2,185.00
12	111035	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009690	0000	526CDL0910	\$ 2,185.00

Asset Master Record Detail Report

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
12	111055	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009710	0000	526CDL0833	\$ 2,185.00
12	111061	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009716	0000	526CDL0892	\$ 2,185.00
12	111069	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009724	0000	526CDL0829	\$ 2,185.00
12	111073	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009728	0000	526CDL0906	\$ 2,185.00
12	111083	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009738	0000	526CDL0923	\$ 2,185.00
12	111104	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009759	0000	526CDL0848	\$ 2,185.00
12	111113	TC Add to Online Auction	RADIO MOBILE ASTROPECTRAW 4 DIG 128M 35W	1009768	0000	526CDL0919	\$ 2,185.00
12	111212	TC Add to Online Auction	RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOROLA	1009366	0000	526CEE0016	\$ 2,895.00
12	111248	TC Add to Online Auction	RADIO MOBILE ASTROSPECTRAW 4 DIG 128M 35W MOTOROLA	1009266	0000	526CDL1027	\$ 2,185.00
12	111291	TC Add to Online Auction	MOTOROLA RADIO ASTRO SPECTRA W4 128M 35W	1009912	0000	526CDS1196	\$ 2,302.00
12	111635	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010396	0000	526CEC1609	\$ 1,779.00
12	111701	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010461	0000	526CEC1431	
12	111710	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010470	0000	526CEC1418	
12	111818	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010570	0000	526CEC1584	\$ 1,779.00
12	111829	TC Add to Online Auction	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	1010581	0000	526CEC1544	\$ 1,779.00
12	131030	TC Add to Online Auction	RADIO PORTABLE (B) YAESU FTH 2070D16	1004634	0000	3I230093	\$ 1,084.00
12	50074	TC Add to Online Auction	HANDI TALKIE MOTOROLA HT600 WCHARGER	1004074	0000	651ANQ1454	\$ 633.00
12	58078	TC Add to Online Auction	RADIO-MOBILE G.E. MDL: DELTA	1004098	0000	748220527	\$ 1,480.00
12	59409	TC Add to Online Auction	RADIO MOBILE MIDLAND MODEL 70-340B	1004005	0000	317085	\$ 631.00
12	60929	TC Add to Online Auction	RADIO MIDLAND DASH MOUNT MDL# 70-1342B	1004434	0000	326274	\$ 515.00
12	64732	TC Add to Online Auction	RADIO YAESU MDL# FTH2070D16	1004437	0000	1G110280	\$ 1,239.00
12	64737	TC Add to Online Auction	RADIO YAESU MDL# FTH2070D16	1004438	0000	1G110282	\$ 1,239.00
12	64812	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004706	0000	402ATY9294	\$ 662.00
12	64816	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004707	0000	402ATY9255	\$ 662.00
12	65016	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA	1004669	0000	402ATY9232	\$ 686.00
12	65024	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 1YR W	1004671	0000	402ATW8139	\$ 686.00
12	65098	TC Add to Online Auction	"RADIO PORTABLE ""C"" UHF MOTOROLA RDC9AA3 3YR W	1004754	0000	402ATW8138	\$ 686.00
13	N/A	TC Add to Online Auction	HEAVY METAL FLOOR FRAME	N/A	N/A	N/A	

Asset Master Record Detail Report

LOT#	Inventory #	Location	Asset # (0ASSET_MAIN) - Long Text	Asset #	Asset Sub-No.	Serial Number (0ASSET_ZZSERIAL)	Acquisition Value
14	N/A	TC Add to Online Auction	40 CASES FUJIFILM VHS TAPES	N/A	N/A	N/A	N/A
15	N/A	TC Add to Online Auction	75 USED LAPTOP BAGS	N/A	N/A	N/A	N/A
16	N/A	TC Add to Online Auction	25 USED OFFICE CHAIRS	N/A	N/A	N/A	N/A
17	N/A	TC Add to Online Auction	2 USED DESKS	N/A	N/A	N/A	N/A
18	N/A	TC Add to Online Auction	1 USED DESK W/ HUTCH	N/A	N/A	N/A	N/A
19	N/A	TC Add to Online Auction	2 USED DESKS	N/A	N/A	N/A	N/A
20	N/A	TC Add to Online Auction	2 PLASTIC STORAGE RACKS	N/A	N/A	N/A	N/A
21	N/A	TC Add to Online Auction	56 USED DUST BROOM HANDLES	N/A	N/A	N/A	N/A

ITEM 8



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for Cabling Installation Services, Time and Materials, Contract NO. 4400001201, to the Lowest Responsive Bidder, ACS Dataline, LP d/b/a Black Box Network 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 contract will provide cabling installation services, which will be utilized for routine additions, changes, moves and cabling infrastructure projects.

On October 3, 2012, IFB NO. 1209-002-SW was issued through BidSync for Cabling Installation Services, Time and Materials. A total of three (3) bids were received on October 22, 2012. After evaluating the solicitations, Information Technology Services (ITS) recommends awarding a contract to the low responsive bidder, ACS Dataline, LP d/b/a Black Box Network Services, as the apparent low bidder is non-responsive because they did not meet the Panduit certification requirement.

This contract will be for one (1) initial year with three (3) one-year renewal options. The pricing shall remain firm for the period of the contract. The prices shall also remain firm for the option years, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Travis County substantiating the changes to the bid prices.

- **Contract Expenditures:** Within the last 12 months \$569,864 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: Estimated Requirements, as needed basis

Contract Type: Annual

Contract Period: November 13, 2012 through November 12, 2013
(with three (3) one-year renewal options)

➤ **Solicitation-Related Information:**

Solicitations Sent: 53

Responses Received: 3

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

SAP Shopping Cart #: Shopping Carts will be entered as needed

Funding Account(s):

Comments:



TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES
700 Lavaca St, Austin, TX 78701 (512) 854-9666 Fax (512) 854-4401

Travis County Courthouse, Austin, Texas

DATE: November 6, 2012
TO: Cyd V. Grimes, C.P.M - Travis County Purchasing Agent
FROM: Walter LaGrone, Interim Chief Information Officer
SUBJ: Recommendation Bid # 1209-002-SW - Cabling Installation Service Time and Materials

ITS Recommendation:

Award Bid- #1209-002-SW, Cabling Installation Services to ACS Dataline, dba, Black Box Network Services.

Summary and Staff Analysis:

ITS recommends the award of the Bid to Black Box Network Services. There were three bidder's, BryComm, Black Box Network Services, and Titus Systems. All respondents provided bids for equivalent equipment and technical support. Bids presented were as follows:

BryComm \$ 928,750
Black Box \$1,857,375
Titus \$3,041,512

BryComm submitted the lowest bid. However, the Purchasing Office discovered that BryComm is not qualified due to it not meeting the ITS requirement for being a Panduit Certified Installer. The next lowest bidder is Black Box Network services and they do meet all ITS requirements. This would be the first time Black Box Network has worked with Travis County.

Budgetary and Fiscal Impact:

The funding is provided under the Line Items listed below:

- | | |
|---------------------|---------------------|
| 112-004-0001-511900 | 190-825-0001-511900 |
| 190-800-0001-511900 | 190-826-0001-511900 |
| 190-802-0001-511900 | 190-830-0001-511900 |
| 190-803-0001-511900 | 190-831-0001-511900 |
| 190-804-0001-511900 | 190-833-0001-511900 |
| 190-805-0001-511900 | 190-836-0001-511900 |
| 190-807-0001-511900 | 190-847-0001-511900 |
| 190-808-0001-511900 | 190-848-0001-511900 |
| 190-809-0001-511900 | 190-849-0001-511900 |
| 190-815-0001-511900 | 190-850-0001-511900 |

190-823-0001-511900	190-851-0001-511900
190-824-0001-511900	190-853-0001-511900
190-855-0001-511900	190-861-0001-511900
190-856-0001-511900	190-862-0001-511900
190-857-0001-511900	190-864-0001-511900
190-858-0001-511900	190-865-0001-511900
190-860-0001-511900	190-873-0001-511900

Issues and Opportunities:

Travis County ITS provides cabling services to county departments for office moves and space renovations. Cabling services include voice, data and cable TV signals running on coaxial, copper and fiber optic cabling.

Background:

On an annual basis, Travis County issues and awards a contract for cabling installation services to meet the cabling needs of the County for the coming year. This contract is utilized for routine adds/moves/changes as well as cabling infrastructure projects.

Required Authorizations:

Legal:	John Hille, County Attorney's Office
Purchasing:	Bonnie Floyd, Scott Wilson, Purchasing Office
Budget:	Leslie Browder, County Executive for Planning and Budget, Katie Petersen, Planning and Budget
ITS:	Trey Wallace, David Hopkins

BryComm ✓	First Offer - \$20.00	500 / hour	\$10,000.00	
Product Code: Unit Amount Text: twenty Total Amount Text: ten thousand Agency Notes:		Supplier Product Code: Supplier Notes:		
ACS Dataline, dba, Black Box Network Services	First Offer - \$45.00	500 / hour	\$22,500.00	
Product Code: Unit Amount Text: forty five dollars Total Amount Text: two hundred twenty five thousand dollars Agency Notes:		Supplier Product Code: Supplier Notes:		
Titus Systems, LP d/b/a Co Com Cabling Systems	First Offer - \$68.44	500 / hour	\$34,220.00	
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:		Supplier Product Code: Supplier Notes:		

Supplier Totals

BryComm ✓		\$928,750.00 (18/18 items)
Bid Contact	Cory Brymer cory.brymer@brycomm.com Ph 512-712-4008	Address 1605 Bench Mark Drive Austin, TX 78728
Qualifications	SB TX	
Agency Notes:	Supplier Notes:	
ACS Dataline, dba, Black Box Network Services		\$1,857,375.00 (18/18 items)
Bid Contact	Bob Cotton bob.cotton@blackbox.com Ph 512-719-6619 Fax 512-719-6767	Address 2535 Brockton Drive, Suite 400 Austin, TX 78758
Qualifications	LCL TX	
Agency Notes:	Supplier Notes:	
Titus Systems, LP d/b/a Co Com Cabling Systems		\$3,041,512.00 (18/18 items)
Bid Contact	Don Underwood don.underwood@titus-systems.com Ph 512-252-7171 Fax 512-252-7278	Address 1821 Central Commerce Court, Suite #100 Round Rock, TX 78664-8546
Agency Notes:	Supplier Notes:	

Award Total

\$928,750.00 (Does not apply to percentage or no price items.)

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



ITEM 9

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

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

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate a 7.5 foot wide public utility easement (PUE) located along the rear lot line of Lot 105, Block 1 of Steiner Ranch, Phase One, Section Two-A – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a 7.5 foot wide public utility easement (PUE) located along the rear lot line of Lot 105, Block 1 of Steiner Ranch, Phase One, Section Two-A. The PUE is dedicated per plat and is schematically shown. The subject lot fronts on Schleicher Trail, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner plans to build a pool towards the rear of the lot, which is where the PUE in question is located. Vacating the subject easement will allow the property owner to build the pool in the proposed area without encroaching on said easement.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request Letter
- Utility Sign-offs
- Sign Affidavit and Pictures
- 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

SM:AB:ps

1101 - Development Services - Steiner Ranch, Phase 1, Section 2-A



ITEM 10

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

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

AB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

A handwritten signature in black ink, appearing to read "S. Manilla".

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to release the non-disturbance easements located over and across several sections of The Overlook Estates, Phase 1 subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to release the non-disturbance easements located over and across several sections of The Overlook Estates, Phase 1 subdivision. The easements to be vacated are schematically shown on the plat. The property owners of the subdivision will then re-dedicated the non-disturbance easements in its new configuration by separate instrument. The streets of this subdivision are not maintained by Travis County.

Professional engineer Ric Thompson has stated that:

"4) Much of the current non-disturbance easement is lumped into single large areas where portions do not receive significant run-off (in this person's Opinion) from proposed development. And in other areas, the width of the buffer dedicated is excessive for the amount of potential development drainage to that location.

5) The proposed plan removes extra "thickness" to the dedicated non-disturbance easements (area still remains down slope to receive run-off from the same area) and then, in compensation, adds area to lots that currently have no area dedicated.

6) The new areas dedicated will receive run-off before it is concentrated in the streets and routed to points of even further concentration prior to release to the native drainage features thus providing, in this person's opinion, improved treatment of the run-off."

After review of the submitted request and recommendation, staff has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends the request.

ISSUES AND OPPORTUNITIES:

According to the request letter, the proposed replacement easement meets or exceeds what would have been allowed under Barton Creek Watershed Ordinance regulations. This re-configuration should give property owners more room on the affected lots for future improvements and the installation of on-site sewage facilities without encroaching on the subject easements.

The City of Austin's environmental staff has been involved in this process and consents to this re-configuration of the subject easements. Staff has also received several inquiries from the public, but no one showed any opposition.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Release Order
- Request Letter
- Engineer's Letter
- CoA's Consent E-mail
- Re-Dedication of Non-Disturbance
- Sketch
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
Teresa Calkins	Senior Engineer	Development Services	854-7569

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Overlook Estates, Phase 1

RELEASE OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, a Non-Disturbance Easement was dedicated by the plat The Overlook Estates Phase I (the "Subdivision") as recorded in Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas; and

WHEREAS, the Non-Disturbance Easement purpose is to preserve the watershed and to recharge the aquifer as provided by §13-3-307, Code of the City of Austin as amended; and

WHEREAS, the current Non-Disturbance Easement area is located across a number of lots in the Subdivision in a manner which does not maximize its intended purpose to receive sheet flow runoff to the non-disturbance buffer zone areas for pollutant removal in the vegetative buffer areas; and

WHEREAS, the owners of all lots in the Subdivision desire to dedicate a replacement non-disturbance easement to the City of Austin and Travis County, Texas across lots in the Subdivision to more effectively implement the purpose for which the non-disturbance easement was dedicated by plat as evidenced by their application to the Commissioner's Court and the tender of a replacement non-disturbance easement;

NOW, THEREFORE, the Travis County Commissioner's Court does hereby release the non-disturbance easement recorded by the plat of The Overlook Estates Phase I, as recorded in Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas.

TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas

By: _____
Samuel T. Biscoe, County Judge

Date: _____

LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

COPY

Terrence L. Irion

Attorney at Law

(512) 347-9977

(512) 306-8903-FAX

tirion@tirionlaw.com

August 9, 2012

VIA EMAIL: teresa.calkins@co.travis.tx.us

Ms. Teresa Calkins
Travis County TNR
411 W. 13th Street
Austin, Texas 78701

VIA EMAIL: chuck.lesniak@austintexas.gov

Mr. Chuck Lesniak
Environmental Officer
City of Austin
505 Barton Springs Road
Austin, Texas 78704

Re: The Overlook Estates Phase I / Non-Disturbance Easement

Dear Teresa and Chuck:

I represent all owners of record of lots in The Overlook Estates Phase I. Reference is made to my letter to Teresa Calkins dated February 2, 2011 requesting vacation of the Non-Disturbance Easement dedicated by the plat of The Overlook Estates Phase I, recorded in Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas.

As you will recall, Ms. Calkins advised that Travis County would not object to the relocation of these drainage easements by amending plat or vacation of the easement and dedication of a new replacement easement by separate instrument, provided the City of Austin Watershed Protection Department did not object.

After several meetings with City Attorney Mitzi Cotton and Chuck Lesniak Environmental Officer of Watershed Protection, it was determined that the City of Austin would approve a vacation of the existing plat dedicated easement and rededication of a new replacement easement by separate instrument.

Attached please find the vacation of Non-Disturbance Easement document (attached as Exhibit A) and the Non-Disturbance Easement (attached as Exhibit B) for execution and recording by separate new instrument.

My understanding is that under Title 30, easements dedicated by plat in the ETJ for which requests to release or vacate are made are handled by Travis County (854-9383) accompanied by the following:

1. Transmittal letter explaining history of the easement and reason for vacation (See, December 2, 2011 letter to Teresa Calkins, copy attached as Exhibit C);

2. A completed application form (submitted in conjunction with the proposed conversion to a private street, including a copy of the plat, the application checklist, the TCAD addresses and lot identification sheets, attached as Exhibit D. None of the utility service providers who signed off on that application would need to sign off on the proposed easement vacation which does not affect any utility service provider.

City of Austin sign off is evidenced by email from Chuck Lesniak to Project Engineer, Ric Thompson dated May 10, 2012, copy attached as Exhibit E, together with a sealed Engineer's Report stating the proposed replacement easement meets or exceeds what would have been allowed under Barton Creek Watershed Ordinance regulations (See, Thompson Engineering sealed report dated May 31, 2012, copy attached as Exhibit F.);

3. Non-refundable check in the amount of \$435 enclosed.
4. A copy of the plat document creating the Non-Disturbance Easement (copy attached as Exhibit G);
5. Recorded copy of Warranty Deed showing all current property owners requesting the vacation of the Non-Disturbance Easement and the rededication by separate instrument (copy attached as Exhibit H); and
6. Statement of Support for Vacation of Non-Disturbance Easement by all owners in the Subdivision. (copy attached as Exhibit I)

Accordingly the owners of all lots The Overlook Estates Phase I respectfully request vacation of the Non-Disturbance Easement and acceptance of the dedication of a replacement easement as provided herein.

Sincerely,



Terrence L. Irion

TLI:lm

Enclosures

Cc: Keith Schoenfelt
Michele Turnquist
Ric Thompson
Mitzi Cotton

LAW OFFICE OF TERRENCE L. IRION

1250 S. Capital of Texas Highway
3 Cielo Center, Suite 601
Austin, Texas 78746

Terrence L. Irion
Attorney at Law
(512) 347-9977
(512) 306-8903-FAX
tirion@tirionlaw.com

December 2, 2011

VIA EMAIL: teresa.calkins@co.travis.tx.us

Ms. Teresa Calkins
Travis County TNR
411 W. 13th Street
Austin, Texas 78701

Re: The Overlook Estates Phase I

Dear Teresa:

As you know the procedure for requesting an easement release that is dedicated by plat of property in the ETJ of a city in Travis County is to be handled by the Travis County TNR office.

The Overlook Estates Phase I, Subdivision has a non-disturbance easement dedicated by the plat. The purpose of this non-disturbance easement is to "preserve the watershed and recharge the aquifer". The easement allows construction within it as long as it is restored to the prior condition and allows construction fencing, utility and irrigation lines in the non-disturbance area subject to the restoration requirements of the easement.

The owner of all the lots in the subdivision has requested permission from your OSSF engineering division to locate OSSF irrigation lines in the non-disturbance easement area. While I understand the County Sanitary Engineer has no problem with this proposal, the City Environmental Department is taking the position that the OSSF irrigation lines represent neither a "utility", nor "irrigation lines" contemplated by the permissible construction language expressed in the non-disturbance easement.

Rather than argue with the City over their interpretation of what is or is not permitted construction in the non-disturbance easement, owner is requesting a vacation of a portion of the non-disturbance area described in Exhibit A to this letter and a dedication of an equal area of non-disturbance easement by separate instrument.

Please find enclosed with this letter, the application for easement release together with a graphic description of the area of non-disturbance easement to be released and the area of replacement non-disturbance easement proposed as a condition for release of the existing non-disturbance easement areas.

The portion of the easement areas to be released will not be removed in their entirety, but narrowed

Ms. Calkins
December 23, 2011
Page 2

so as to accommodate OSSF irrigation lines outside of the easement area on the lots encumbered by the easement, but will remain of sufficient width to function as vegetative filter strips. In addition to the replacement of like acreage non-disturbance easement areas on the plat by separate instrument, bioswales have been and will be added along the roadway. This subdivision was approved in 1986 with the apparent intent of employing storm sewers along with curb and gutter despite the Barton Creek Ordinance water quality strategy which emphasized the use of overland flow filtration. Accordingly, the use of the bioswales will further implement the intended design strategy of the Barton Creek Ordinance and help facilitate the functionality of the non-disturbance easements.

Please review this request and proposed replacement easement area. Once approved by your office, field notes will be prepared for both Exhibit A and Exhibit B.

Thank you for your cooperation in this matter.

Sincerely,



Terrence L. Irion

TLI:lm

Enclosures

Cc: Keith Schoenfelt
Michele Turnquist
Ric Thompson



THOMPSON LAND ENGINEERING, LLC

Land Planning, Site Design, Subdivision Engineering

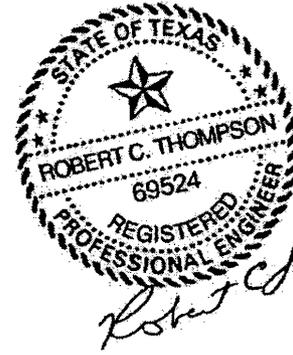
**Subject: Overlook Estates Non-Disturbance Easement
Endorsement of Revisions**

May 31, 2012

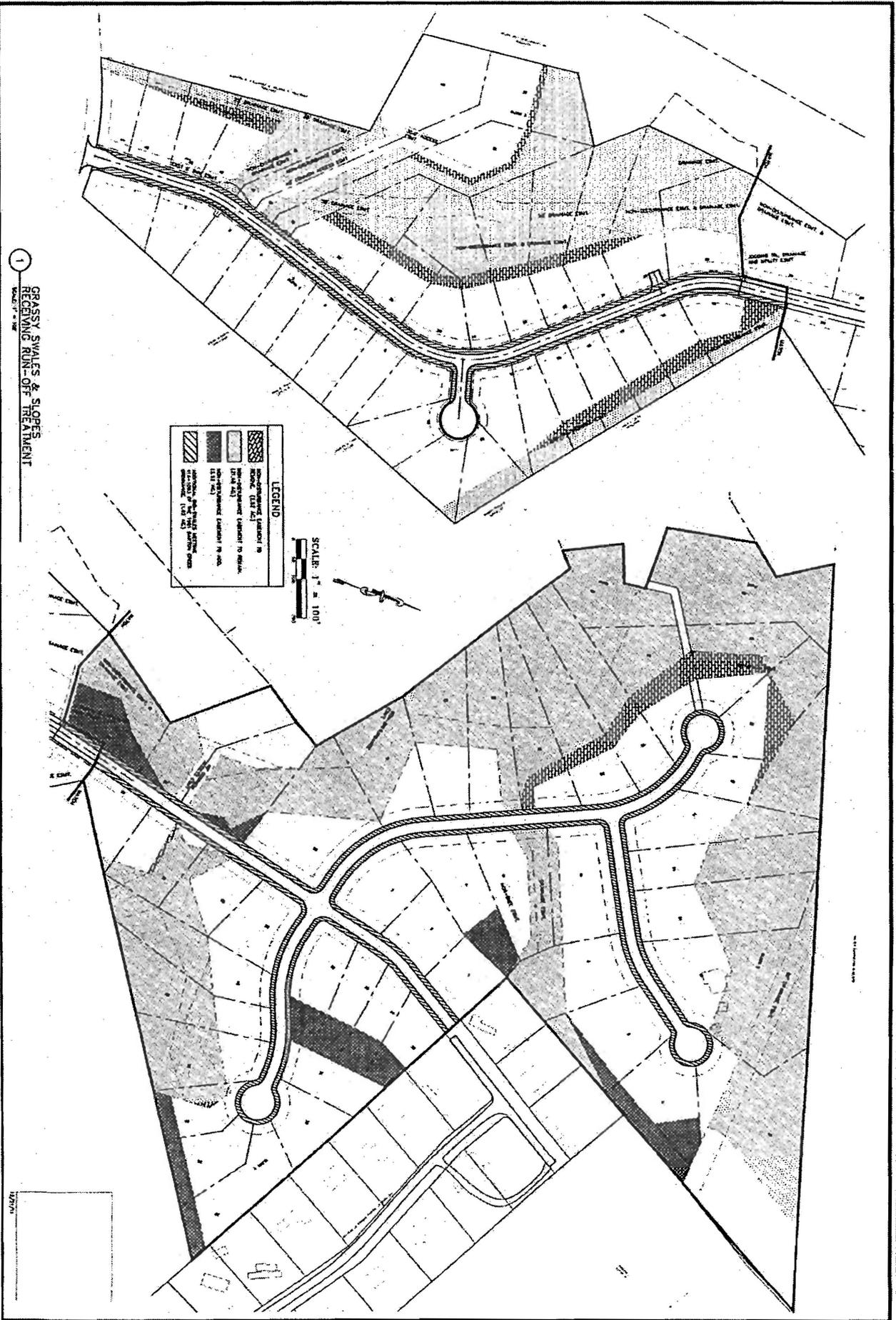
Thompson Land
Engineering, LLC
(F-10220)

TO WHOM IT MAY CONCERN:

It is my opinion that the release and dedication of the non-disturbance easement in the Overlook Phase I, as shown on the exhibit prepared by Thompson Land Engineering and sealed on April 19, 2012, is an equal or likely betterment of the non-disturbance easement currently dedicated. The following is offered in support.



- 1) In accordance with 41A-105.5 (c)(2) of Ordinance 810430-C (the 1981 Barton Creek Ordinance) the Overlook Estates Phase I subdivision was apparently approved under the cluster housing provisions.
- 2) In the 1981 Barton Creek Ordinance, with the approval of Cluster Housing, a buffer was to be provided "... to receive runoff from the development for purposes of overland drainage."
- 3) The known benefit to a buffer is pollutant removal from stormwater that is passed through a vegetated area (vegetated filter strip or vegetated swale). But these facilities become less effective as the depth in the swale or across the strip becomes greater (less of the water actually passes through the vegetation but rather over it).
- 4) Much of the current non-disturbance easement is lumped into single large areas where portions do not receive significant run-off (in this person's opinion) from proposed development. And in other areas, the width of the buffer dedicated is excessive for the amount of potential development draining to that location.
- 5) The proposed plan removes extra "thickness" to the dedicated non-disturbance easements (area still remains down slope to receive run-off from the same area) and then, in compensation, adds area to lots that currently have no area dedicated.
- 6) The new areas dedicated will receive run-off before it is concentrated in the streets and routed to points of even further concentration prior to release to the native drainage features thus providing, in this person's opinion, improved treatment of the run-off.
- 7) With the width of the right-of-way platted, the roadway was to be designed using curbs and storm sewers. The plan proposed also notes the use of vegetated swales (with limited use of storm sewers) along the roads and, where practical, not capturing the run-off at all. This approach better complies with the stated purpose in 41A-109.1 of the 1981 Barton Creek Ordinance.



1
 GRASSY SWALES & SLOPES
 RECEIVING RUN-OFF TREATMENT



DATE	1/10/08
SCALE	1" = 1'

ADDITIONAL OVERLAND FLOW TREATMENT PROVIDED
 OVERLOOK ESTATES PH. 1
 Lonestar Trail at Circle Drive, Austin, TX 78734
VEGETATED SWALE: PHASE 1

THOMPSON LAND ENGINEERING, LLC
 Land Planning, Site Design, Subdivision Engineering
 P.O. Box 166042, Austin, Texas 78716 (512) 359-0200
 www.tleng.net email: tleng@tleng.net

Paul Scoggins

From: Anna Bowlin
Sent: Wednesday, October 10, 2012 1:20 PM
To: Paul Scoggins
Cc: Teresa Calkins
Subject: FW: Overlook Non-Disturbance Easement

Paul,
Can you get an agenda request in process?

Thanks.

From: Cotton, Mitzi [<mailto:Mitzi.Cotton@austintexas.gov>]
Sent: Wednesday, October 10, 2012 1:03 PM
To: Terry Irion; Lesniak, Charles
Cc: Anna Bowlin; Christopher Gilmore
Subject: RE: Overlook Non-Disturbance Easement

This confirms that the City consents to the release of the non-disturbance easement and acceptance of the new non-disturbance easement to the County in the locations discussed with the applicant and on a form acceptable to the City.

Mitzi Cotton
Assistant City Attorney
City of Austin
Phone: (512) 974-2179
Fax: (512) 974-6490
mitzi.cotton@austintexas.gov

From: Terry Irion [<mailto:tirion@tirionlaw.com>]
Sent: Wednesday, October 10, 2012 11:24 AM
To: Cotton, Mitzi; Lesniak, Charles
Cc: Anna Bowlin; Christopher Gilmore (Christopher.Gilmore@co.travis.tx.us)
Subject: Overlook Non-Disturbance Easement

Mitzi,

I understand Chuck has approved the revised location of the new non-disturbance easement. Please confirm you or Chuck are acknowledging the City's consent to the Release of Non-disturbance easement and acceptance of the new non-disturbance easement to the County on a form acceptable to the County. We would like to see this done by tomorrow so that we can get an item posted on next week's Commissioner's Court Agenda.

Thank you,

Terry Irion

Terrence L. Irion
LAW OFFICE OF TERRENCE L. IRION
1250 S. Capital of Texas Highway

3 Cielo Center, Suite 601
Austin, Texas 78746
(512) 347-9977
(512) 306-8903-fax
tirion@tirionlaw.com

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NON-DISTURBANCE EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

The undersigned Owners of the below described lots in THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas, according to the map or plat thereof in Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the CITY OF AUSTIN, TEXAS, the receipt and sufficiency of which is acknowledged and confessed and for which no lien, or encumbrance, express or implied, is retained, has this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the CITY OF AUSTIN, a municipal corporation, situated in the Counties of Travis, Hays, and Williamson, State of Texas, and TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas, a Non-Disturbance Easement for the purpose of preserving the watershed and to recharge the aquifer as more fully described in the notes of The Overlook Estates Subdivision plat, upon and across a portion of the following described lots:

Lots 11, 12, 14, 15, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 32, 33, 34 and 35 Block 1; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, Block, 2 as shown on the plat of The Overlook Estates Phase 1, recorded in Volume 86, Pages 153-153c, Plat Records of Travis County, Texas; said easement area being more fully described by metes and bounds in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same perpetually to the CITY OF AUSTIN and TRAVIS COUNTY, TEXAS and their successors and assigns.

GRANTOR, whether one or more, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement area herein granted to the Grantee and its successors and assigns against every person lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 2012.

GRANTOR:

OVERLOOK ESTATES JOINT VENTURE
BY: CORUM DEVELOPMENT, INC.
A Texas corporation, Joint Venturer

By: _____

Keith Schoenfelt
Keith Schoenfelt, President

BY: DP OVERLOOK, LLC,
A Texas limited liability company, Joint Venturer

By: [Signature]
David Pikoff, Manager

BY: TEXAS 7917, LLC,
A Texas limited liability company, Joint Venturer

By: [Signature]
Steve Turnquist, Manager

CORPORATE ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

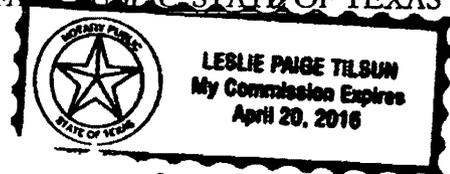
THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2012, by Keith Schoenfelt, President of Corum Development, Inc.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9th day of July, 2012, by David Pikoff, Manager of DP OVERLOOK, LLC.

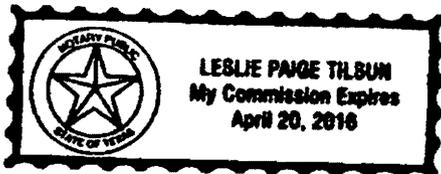
[Signature]
NOTARY PUBLIC, STATE OF TEXAS



THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9th day of July, 2012, by Steve Turnquist, Manager of Texas 7917, L.L.C.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

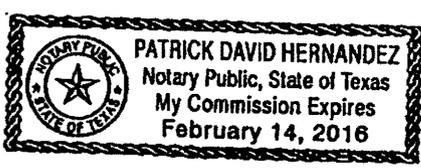


GRANTORS:
OWNER OF LOT 35, BLOCK 2; LOT 11,
BLOCK 1
PREFERRED ASSET MANAGEMENT, LLC

By: Michael Craig
Printed Name: Michael Craig
Its: Authorized Agent
Date: 06-27-2012

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 27 day of June, 2012, by Michael Craig, Owner of Lot 35, Block 2; Lot 11, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
OWNER OF LOT 12, BLOCK 1

Gareth Edward Maguire
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

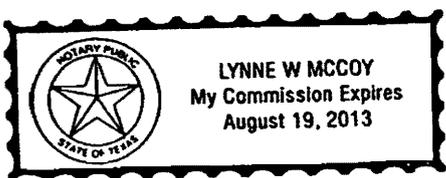
THIS INSTRUMENT was acknowledged before me on this 01 day of July, 2012, by Gareth Edward Maguire, Owner of Lot 12, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

OWNER OF LOT 19, BLOCK 1
CORIAS HOMES, INC.
By: Keith Schoenfelt
Keith Schoenfelt, its President
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 01 day of July, 2012, by Keith Schoenfelt, President of Corias Homes, Inc., Owner of Lot 19, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

GRANTORS:
OWNER OF LOT 35, BLOCK 2; LOT 11,
BLOCK 1
PREFERRED ASSET MANAGEMENT, LLC

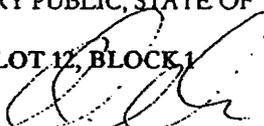
By: _____
Printed Name: _____
Its: Authorized Agent
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2012, by _____, Owner of Lot 35, Block 2; Lot 11, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

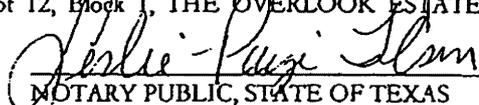
OWNER OF LOT 12, BLOCK 1



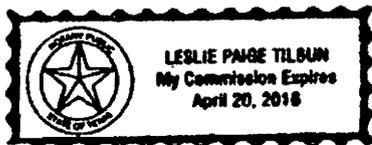
Gareth Edward Maguire
Date: JULY 9 2012

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9th day of July, 2012, by Gareth Edward Maguire, Owner of Lot 12, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.



NOTARY PUBLIC, STATE OF TEXAS



OWNER OF LOT 19, BLOCK 1
CORIAS HOMES, INC.

By: _____
Keith Schoenfelt, its President
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2012, by Keith Schoenfelt, President of Corias Homes, Inc., Owner of Lot 19, Block 1, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

OWNER OF LOT 34, BLOCK 2
JKD BUILDERS, LLC

By: _____
Its: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2012, by _____ of JKD BUILDERS, LLC, Owner of Lot 34, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

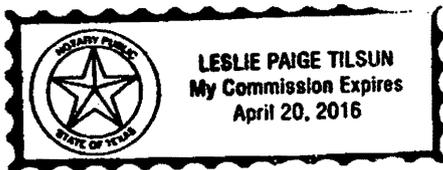
OWNER OF LOT 36, Block 2
PILLAR CUSTOM HOMES, INC.

By: _____
Printed Name: _____
Its: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 19 day of June 2012, 2012, by Leslie Paige Tilsun, Christian Mendez of PILLAR CUSTOM HOMES, INC., Owner of Lot 36, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

Leslie Paige Tilsun
NOTARY PUBLIC, STATE OF TEXAS



OWNER OF LOT 39, Block 2

Christian M. Mendez
CHRISTIAN M. MENDEZ
Date: 6-19-12

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 19 day of June, 2012, by Christian M. Mendez, Owner of Lot 39, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.



Leslie Paige Tilsun
NOTARY PUBLIC, STATE OF TEXAS

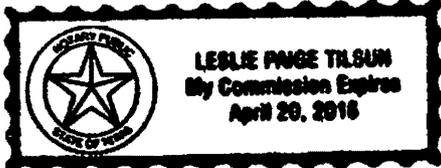
OWNER OF LOT 34, BLOCK 2
JKD BUILDERS, LLC

By: [Signature]
Its: JKD BUILDERS, LLC
Date: 6/26/12

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 26 day of June, 2012, by Leslie Page Wilson Kelly Dunc of JKD BUILDERS, LLC, Owner of Lot 34, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



OWNER OF LOT 36, Block 2
PILLAR CUSTOM HOMES, INC.

By: [Signature]
Printed Name: Michael Cohen
Its: Pillar Custom Homes
Date: 7/9/12

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9th day of July 2012, 2012, by Leslie Page Wilson Michael Cohen of PILLAR CUSTOM HOMES, INC., Owner of Lot 36, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



OWNER OF LOT 39, Block 2

CHRISTIAN M. MENDEZ
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2012, by Christian M. Mendez, Owner of Lot 39, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

OWNER OF LOT 40, Block 2

[Handwritten Signature]

STEPHEN M. ROBERT

Date: *7/9/12*

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 9th day of July, 2012, by Stephen M. Robert, Owner of Lot 40, Block 2, THE OVERLOOK ESTATES PHASE I, a subdivision of Travis County, Texas.

[Handwritten Signature]
NOTARY PUBLIC, STATE OF TEXAS



LIENHOLDER CONSENT TO
GRANT OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. Independent Bank, a TEXAS bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots LOT 10 Block 1, Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.

2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.

3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on July 25th, 2012.

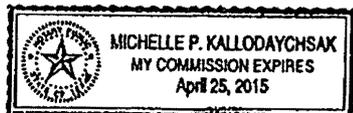
By: [Signature]
Name: Denny W. Buchanan
Title: President - CW

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

Before me, a Notary Public, on this day personally appeared Denny Buchanan, President of Independent Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25 day of July, 2012.



[Signature]
Notary Public, State of Texas

LIENHOLDER CONSENT TO GRANT OF NON-DISTURBANCE EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

- 1. Lone Star Bank, a Texas state bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots(Block1) 1,3,4,7,8,9,13 thru 18 inclusive, 20 thru 35 inclusive, and Block II Lots1 thru 36 inclusive,37,38, and 41 thru 45 inclusive. Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.
2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.
3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on 1 August, 2012.

Lone Star Bank, a Texas state bank

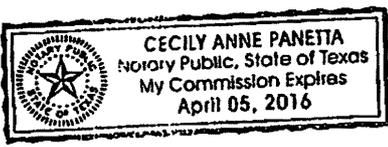
By: [Signature]
Name: Douglas W Kuenster
Title: EVP

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Williamson §

Before me, a Notary Public, on this day personally appeared Douglas Kuenster of Lone Star Bank, a Texas state bank known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of August, 2012.



[Signature]
Notary Public, State of Texas

**LIENHOLDER CONSENT TO
GRANT OF NON-DISTURBANCE EASEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. Lone Star Bank, a Texas state bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots(Block I) 1,3,4,7,8,9,13 thru 18 inclusive, 20 thru 35 inclusive, and Block II Lots I thru 36 inclusive, 37,38, and 41 thru 45 inclusive. Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.

2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.

3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on 1 August, 2012.

Lone Star Bank, a Texas state bank

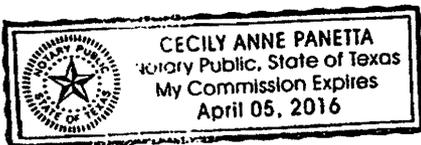
By: *[Signature]*
Name: Douglas W Kuenster
Title: EVP

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Willowson §

Before me, a Notary Public, on this day personally appeared Douglas Kuenster *EVP* of Lone Star Bank, a Texas state bank known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of August, 2012.



[Signature]
Notary Public, State of Texas

**LIENHOLDER CONSENT TO
GRANT OF NON-DISTURBANCE EASEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. First-Lockhart National Bank, a National bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots 39, Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.

2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.

3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on July 25, 2012.

FIRST-LOCKHART NATIONAL BANK

By: 

Name: Robert R. Priestley

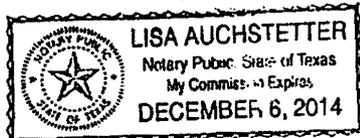
Title: Senior Vice President

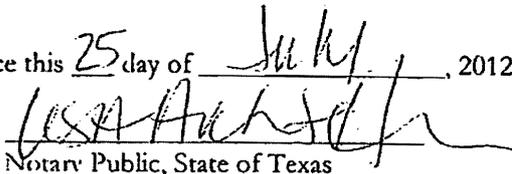
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, a Notary Public, on this day personally appeared Robert R. Priestley, _____ of First-Lockhart National Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25 day of July, 2012.




Notary Public, State of Texas

**LIENHOLDER CONSENT TO
GRANT OF NON-DISTURBANCE EASEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Agreement

In consideration of \$10, and other good and valuable consideration, the receipt of which is acknowledged, the Lienholder agrees as follows:

1. LONE STAR BANK a STATE SAVINGS bank, "Lienholder" consents to the grant of Non-Disturbance Easement running with the Property, described as Lots 34, BLOCK 2, Overlook Estates Phase I, a plat of record in Travis County Texas, Plat Book 86, Page 152d, 153a, 153b and 153c, Plat Records of Travis County, Texas, which is executed contemporaneously herewith.

2. Lienholder subordinates all of its liens on this Property to the rights and interests of the City of Austin, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests in the Non-Disturbance Easement or the Property.

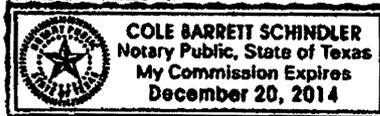
3. Lienholder affirms that the undersigned has the authority to bind the Lienholder, and that all corporate acts necessary to bind the Lienholder have been taken.

Executed on JULY 30, 2012.

By: [Signature]
Name: BRENT GIBBS
Title: SVP

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §



Before me, a Notary Public, on this day personally appeared BRENT GIBBS SVP of LONE STAR BANK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of JULY, 2012.

[Signature]
Notary Public, State of Texas



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**

Two Public Notice of Release of the non-disturbance easements signs were posted on October 19, 2012, with one being on the northerly side of Circle Drive at its intersection with Lenape Trail at the entrance to The Overlook Estates, Phase 1 and the other just south of the intersection of Lenape Trail Thomaswood Lane at approximately the northeast corner of Lot 1, Block 2 of The Overlook Estates, Phase 1 at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 22 DAY OF October, 2012.

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

cc: Garcia (sign shop)

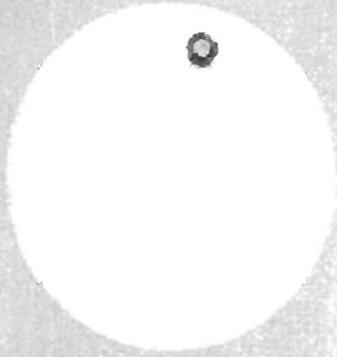
M:\PERMITS\Vacate\12DE\Overlook-nondisturbance\SignRequest-Overlook.doc



NOTICE OF PUBLIC HEARING

NOVEMBER 13, 2012 AT 9:00 AM
NON-DISTURBANCE EASEMENT RELEASE
TO APPROVE THE RELEASE OF THE NON-
DISTURBANCE EASEMENTS LOCATED OVER
AND ACROSS SEVERAL AREAS OF THE
OVERLOOK ESTATES, PHASE I - A
SUBDIVISION IN PRECINCT THREE
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET AUSTIN, TEXAS
FOR MORE INFORMATION CALL 854-9383





NOTICE OF PUBLIC HEARING

**NOVEMBER 13, 2012 AT 9:00 AM
NON-DISTURBANCE EASEMENT RELEASE
TO APPROVE THE RELEASE OF THE NON-
DISTURBANCE EASEMENTS LOCATED OVER
AND ACROSS SEVERAL AREAS OF THE
OVERLOOK ESTATES, PHASE 1 – A
SUBDIVISION IN PRECINCT THREE
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET AUSTIN, TEXAS
FOR MORE INFORMATION CALL 854-9383**


**NOTICE OF
PUBLIC HEARING**
NOVEMBER 11, 2007 AT 7:00 AM
NON-COAST GUARDIAN EASEMENT RELEASE
TO APPROVE THE RELEASE OF THE NON-
COAST GUARDIAN EASEMENT TO THE STATE OF TEXAS
AND ADDRESS SEVERAL AREAS OF THE
COAST GUARDIAN EASEMENT PROJECT A
SUBDIVISION IN PRELIMINARY
AT THE TRAVIS COUNTY
COMMISSIONERS' OFFICE ROOM
700 LAVACA STREET, AUSTIN, TEXAS
FOR MORE INFORMATION CALL 855-8383



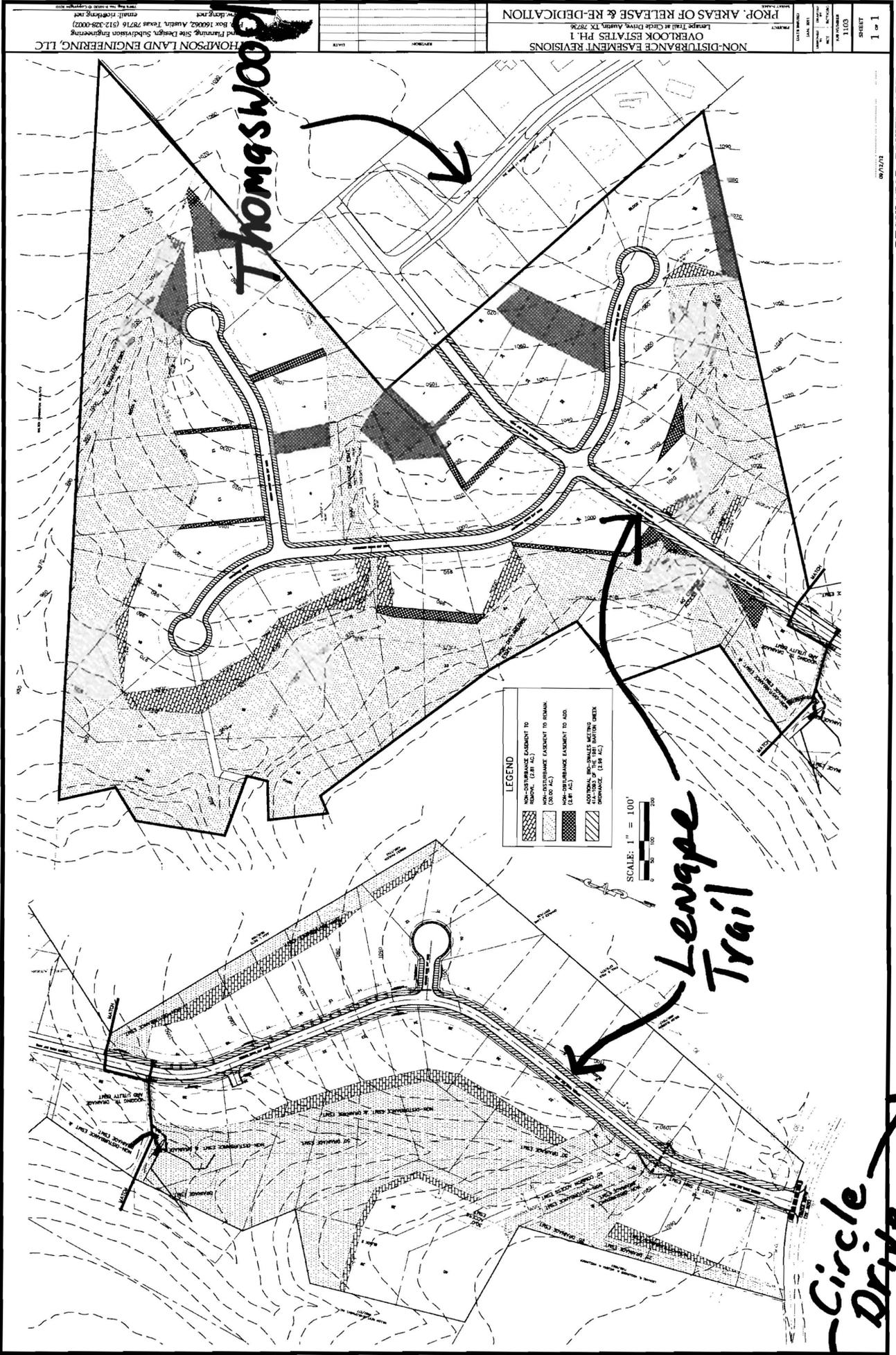
NOTICE OF PUBLIC HEARING

NOVEMBER 13, 2012 AT 9:00 AM

NON-DISTURBANCE EASEMENT RELEASE

TO APPROVE THE RELEASE OF THE NON-DISTURBANCE EASEMENTS LOCATED OVER AND ACROSS SEVERAL AREAS OF THE OVERLOOK ESTATES, PHASE 1 - A SUBDIVISION IN PRECINCT THREE

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET, AUSTIN, TEXAS
FOR MORE INFORMATION CALL 854-9383



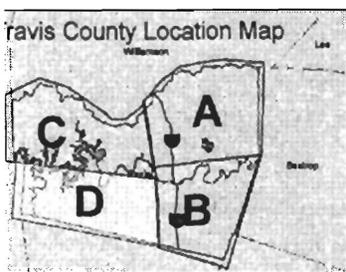
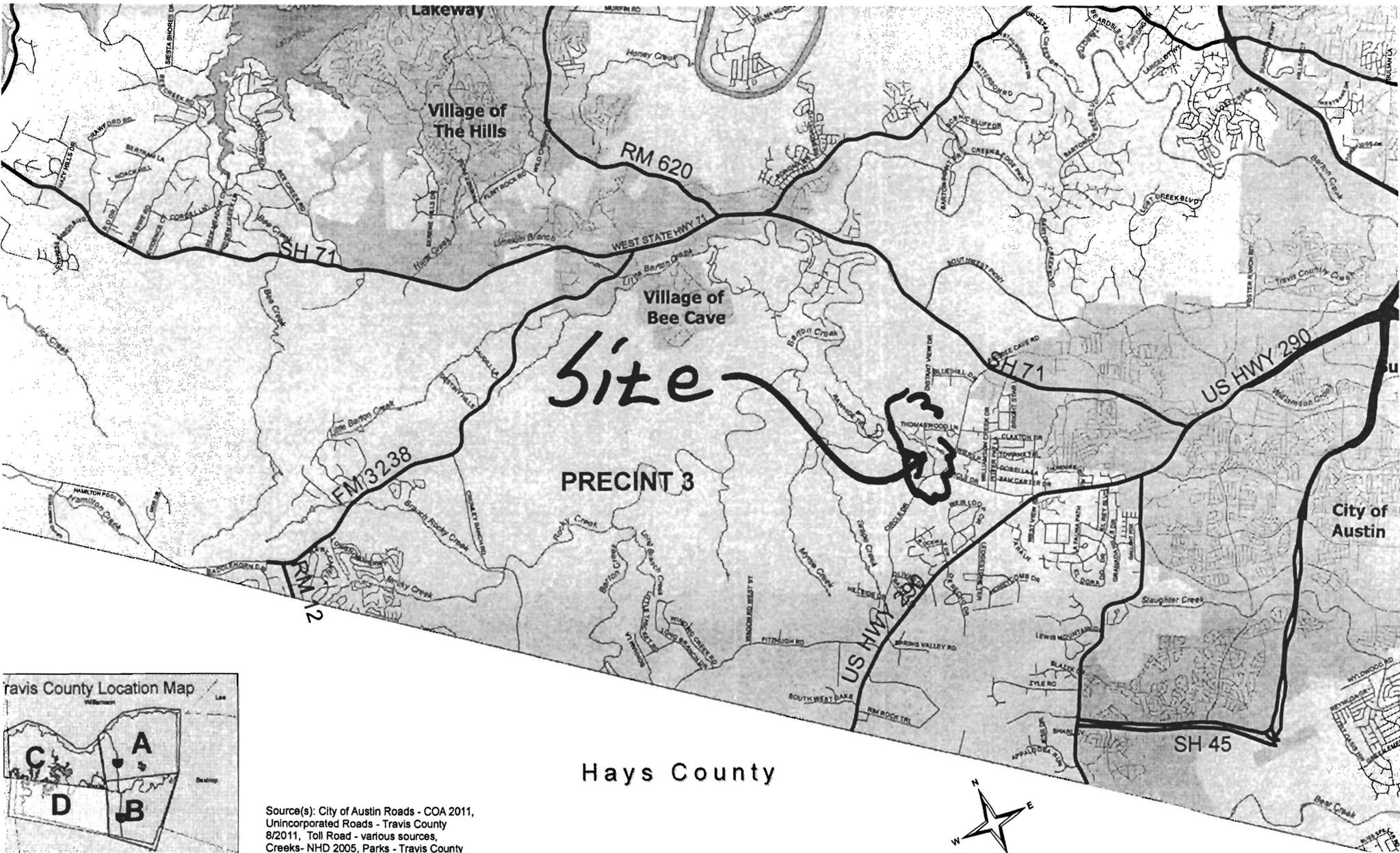
NON-DISTURBANCE EASEMENT REVISIONS
 OVERLOOK ESTATES PH. 1
 Lenape Trail at Circle Drive, Austin, TX 78736

PROP. AREAS OF RELEASE & RE-DEDICATION

HOMPSON LAND ENGINEERING, L.L.C.
 Planning, Site Design, Subdivision Engineering
 P.O. Box 160692, Austin, Texas 78716 (512-328-0022)
 hlandengr.net

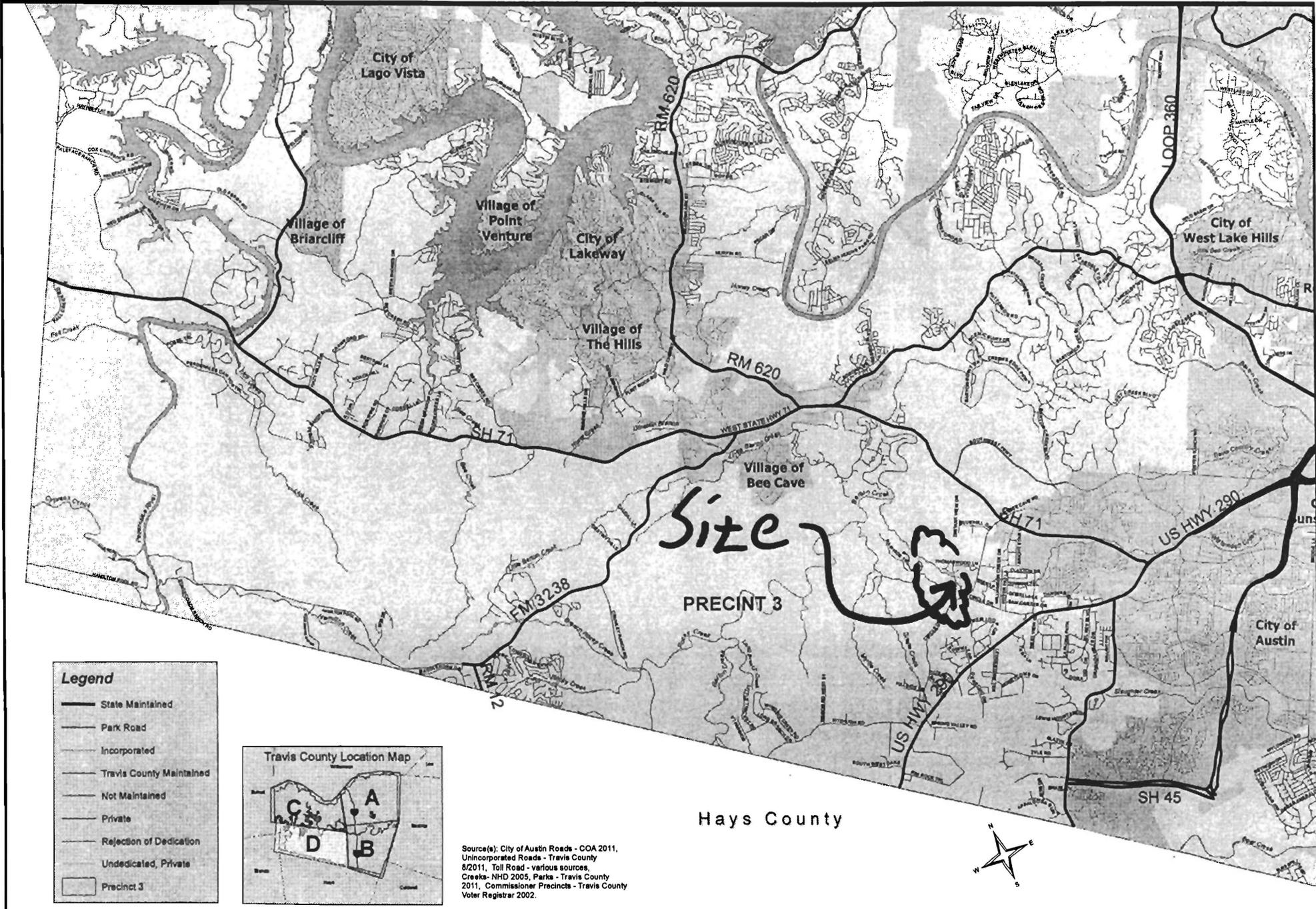
DATE: 09/27/12
 PROJECT: OVERLOOK ESTATES PH. 1
 SHEET: 1103
 1 of 1

REGULATOR REVIEW SET



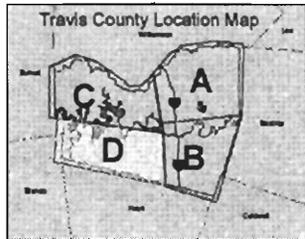
Source(s): City of Austin Roads - COA 2011,
 Unincorporated Roads - Travis County
 8/2011, Toll Road - various sources,
 Creeks - NHD 2005, Parks - Travis County

Hays County



Legend

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



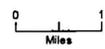
Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 8/2011, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.



Hays County

Map Disclaimer: The data is provided "as is" with no warranties of any kind.

Travis County Roadways, Map D



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



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

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

AB

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Butterfield Custom Homes, LLC., for sidewalk fiscal for The Preserve at Lost Gold Cave Phase 2 for Lot 12 Block A, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

Butterfield Custom Homes, LLC, proposed to use this Cash Security Agreement, as follows: Phase 2 for Lot 12 Block A, \$712.08, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services	TNR	854-7561
Stacey Scheffel	Permits Program Manager Floodplain Administrator	TNR	854-7565

SS

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

TP:AB:tp

1101 - Development Services - The Preserve at Lost Gold Cave Ph 2

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Butterfield Custom Homes, LLC

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 712 ~~08~~

SUBDIVISION: The Preserve at Lost gold Cove ^A 2
Address: 1912 Cueva De Oro Lot: 12 Block: A

DATE OF POSTING: 10/9/12

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

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

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

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

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

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

RECEIVED

SEP 10 2012

**TRAVIS COUNTY - TNR
PERMITS DEPARTMENT**

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

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

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

DEVELOPER / BUILDER

ADDRESS OF DEVELOPER

Signature: _

PO Box 163734



Name: Matt Butterfield
Title: Manager

Austin, TX, 78716

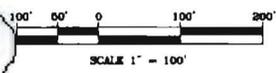
Date: 9/26/12

Phone: 512-522-2440

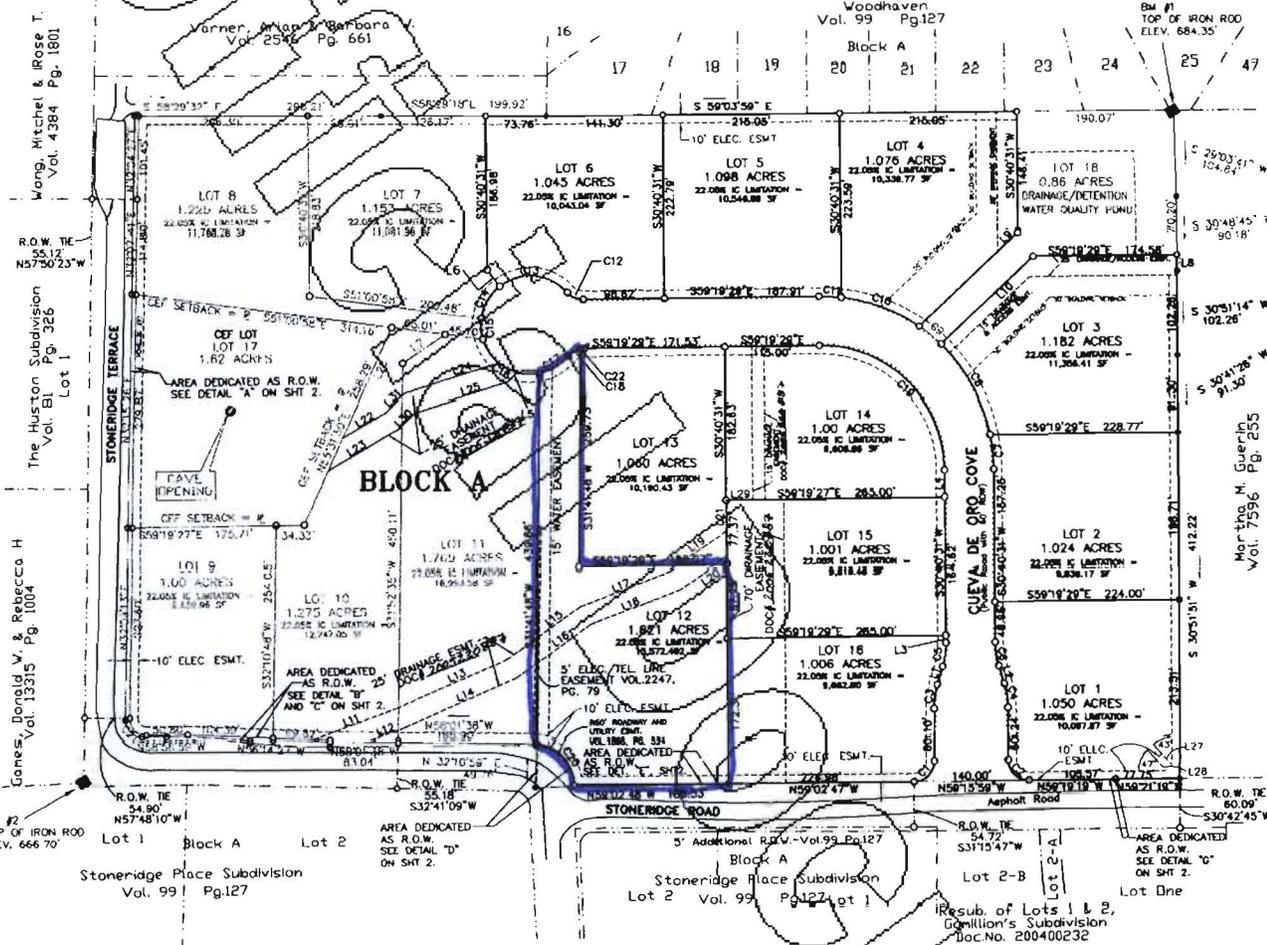
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS
Date

THE PRESERVE AT LOST GOLD CAVE - PHASE II



LEGEND	
◆	BENCHMARK
○	FOUND IRON ROD
○	PROPOSED PIN
---	EXISTING PROPERTY LINE
---	PROPOSED LOT LINE
---	ADJACENT PROPERTY
---	PROPOSED DRAINAGE ESMT.
---	GOLD CAVE LANE CENTERLINE
---	EXISTING EASEMENT
---	PROPOSED ELEC. ESMT.
---	JURISDICTION BOUNDARY
---	ROW TIES
---	PROPOSED SIDEWALK



SURVEYOR'S CERTIFICATION:

I, THOMAS DIXON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 25 OF THE AUSTIN CITY CODE, AS AMENDED, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

THOMAS DIXON R.P.L.S.
1800 East Over Oaks, Suite 100
Austin, TX 78746
512-481-9602



LINE TABLE					
#	LENGTH	BEARING	#	LENGTH	BEARING
L1	22.85'	S47°22'29"W	L11	709.21'	S78°46'03"E
L2	22.85'	N15°58'34"E	L12	142.03'	S78°46'03"E
L3	8.95'	S30°40'31"W	L13	142.03'	S82°20'02"E
L4	32.52'	S30°40'31"W	L14	145.41'	S82°20'02"E
L5	15.61'	N75°40'31"E	L15	112.25'	N85°46'09"E
L6	25.00'	N05°43'21"W	L16	111.68'	N85°46'09"E
L7	82.20'	S86°35'48"W	L17	116.76'	S79°45'31"E
L8	19.99'	N30°48'45"E	L18	116.43'	S79°45'31"E
L9	165.34'	S77°41'22"W	L19	81.81'	N87°15'52"E
L10	134.39'	S77°41'22"W	L20	68.16'	N87°15'52"E
			L31	32.50'	N76°57'07"E

CURVE TABLE				
#	CHORD	BEARING	ARC LENGTH	RADIUS
C1	35.37'	S75°42'16"W	39.29'	25.00'
C2	35.37'	S14°17'44"E	39.24'	25.00'
C3	29.05'	S30°11'30"W	29.15'	100.00'
C4	29.04'	S22°18'33"W	29.15'	100.00'
C5	29.04'	S09°11'30"W	29.15'	100.00'
C6	29.04'	S22°19'33"W	29.15'	100.00'
C7	41.58'	S24°39'39"W	41.85'	210.00'
C8	123.02'	S02°16'48"W	124.85'	210.00'
C9	34.86'	S19°28'54"E	34.30'	210.00'
C10	100.86'	N00°00'49"W	101.85'	210.00'
C11	27.50'	S35°36'43"E	27.24'	210.00'
C12	21.06'	S34°29'05"E	20.68'	85.00'
C13	82.66'	S43°11'01"E	81.19'	60.00'
C14	45.36'	N61°03'56"E	46.52'	60.00'
C15	25.60'	S26°32'05"W	23.85'	60.00'
C16	79.93'	S27°36'57"E	87.47'	60.00'
C17	40.77'	S89°07'08"E	41.58'	60.00'
C18	17.36'	S88°39'49"E	17.75'	25.00'
C19	212.21'	N14°18'17"W	234.72'	50.00'
C20	67.42'	S11°30'20"E	73.98'	50.00'
C21	28.56'	S13°24'53"E	31.81'	28.00'
C22	3.920'	N63°48'18"W	4.004'	25.00'

LOC Consultants
Civil Structural Environmental Engineers
1800 East Over Oaks, Suite 100
Austin, Texas 78746
Ph: (512) 481-9602
Fax: (512) 481-9602



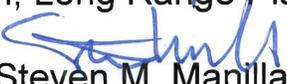
ITEM 12

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By: Melissa Zone, Senior Planner **Phone #:** 854-9435

Division Director/Manager: Anna Bowlin, Development Svcs and Long Range Planning; Randy Nicholson, Long Range Planning Manager

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Web based opinion survey on water supply issues; and
- B) Court to make a formal request for local agencies to participate in the web based survey.

BACKGROUND/SUMMARY OF REQUEST:

On September 25, 2012 the Court approved the concept of hosting a forum or roundtable with individuals, having knowledge of water supply issues, to gather ideas, provide a list of opportunities and discuss potential future roles for the County. The information from the panel is to be incorporated into the Land Water and Transportation Plan (LWTP) for Court review next year.

A) Staff is in the process of contacting various individuals with regards to participation. It was originally planned to have the panel meeting in December. It appears that a number of participants will not be able to participate until January 2013. In order to expedite getting input on the issues, it is recommended that staff forgo the roundtable and conduct an online survey with an establish thirty day deadline for submitting ideas. This will allow input in a more timely manner and completed by mid-December.

B) TNR is requesting the Court to send a memo to the City of Austin (COA), Austin Water Utility (AWU), Mayor of Bee Cave, Mayor West Lake Hills, Judge Klaeger, Burnet County, and the Lower Colorado River Authority (LCRA) to appoint a member to participate in the web based opinion survey.

STAFF RECOMMENDATIONS:

TNR staff to host a web based opinion survey on water supply issues.

ISSUES AND OPPORTUNITIES:

The web based survey will expedite the collection of brainstormed ideas by a panel that is knowledgeable in the water supply field. The goal of the web based survey is to identify specifically what the County can do to encourage and facilitate the wise use of our water resources, and if the County should consider if it decides to participate in addressing water supply issues. The survey questions will be on how best to achieve any desired goals and objectives recommended.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

EXHIBITS/ATTACHMENTS:

Exhibit A: list of participants who agreed to contribute in the roundtable.

Exhibit B: draft letter for the Judge to sign.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Development Svcs and Long Range Planning	TNR	854-7561

CC:

Randy Nicholson	Long Range Planning Manager	TNR	854-4603
Jon White	Natural RSRC ENV QTY DIV DIR	TNR	854-7212

: :
0501 - Comprehensive Planning-

WATER SUPPLY PANEL SUGGESTIONS	
	11/2/2012
PARTICIPATION in web survey	NAME
waiting on reply	Pete Dwyer, Dwyer Realty Companies
Yes	Vera Massaro, Qualico Communities
waiting on reply	Ross Cummings, BlueWater System LP
waiting on reply	Donald R Cannon Sr., Manville Water Supply Corp
waiting on reply	Hank Smith
waiting on reply	Brian Sledge, Lloyd Gosselink Attorneys
waiting on reply	Myron Hess - NWS
waiting on reply	David Meesey
waiting on reply	Marcus Gary - Edwards Aquifer Authority
Yes	Kirk Holland, BSEACD
waiting on reply	John Dupnik, BSEACD
waiting on reply	Laura Marbury - League of Women's Voters
Yes	Wiley Webb - Utility Superintendent City of Pflugerville
waiting on reply	Pix Howell, Community Planner
waiting on reply	Johnson's Backyard Garden (CSA Farm in eastern Travis County)
Yes	Christy Muse
waiting on reply	Jennifer Walker
waiting on reply	Andy Sansom, River Institute
waiting on reply	Dr. David Lewis Steed, WCID #17
Yes	Deborah Gemes, WCID #17
Yes	John Williams



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
700 LAVACA ST., SUITE 2.700
P.O. BOX 1748 AUSTIN, TEXAS 78767
(512) 854-9555
(512) 854-9535 FAX

November 13, 2012

[Recipient Name]
[Title]
[Company Name]
[Street Address]
[City, ST ZIP Code]

Dear [Recipient Name]:

Travis County is evaluating its roles with water supply in the region. To determine next steps, the County will administer a web based survey. The goal of the survey is to identify specific initiatives the county might utilize in managing water supply resources. The County is inviting area experts to participate in the survey. Agencies, like yourself are being asked to designate someone.

The topics for the discussion are broad so as not to limit ideas. We have defined the survey topics and placed them under two main categories, Groundwater Availability and Rates. Within these two categories are sub categories, Water Supply Development, Water Conservation, and Surface Water Allocation. We look forward to your participation.

Transportation and Natural Resource Department staff noted below is available to discuss the survey and answer any questions. We look forward to working with you on this important issue.

Sincerely,

Samuel T. Biscoe
Travis County Judge



ITEM 13

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 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 Davis, Precinct One

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) A plat for recording: Lakeside at Blackhawk Section 3 Final Plat (Long Form Final Plat - 54 total lots - 27.6 acres - Winding Shore Lane - City of Pflugerville ETJ); and
- B) A Travis County Subdivision Construction Agreement between Travis County and Rowe Lane Development, Ltd in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 54 total lots (51 single family residential lots, one lift station lot, and two open space lots) on 27.6 acres. There are 2,841 linear feet of public streets proposed with this final plat. Water service will be provided by Manville Water Supply Corporation and wastewater service will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been paid to the City of Pflugerville through a development agreement.

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 \$165,000.00 has been posted with Travis County which addresses the fiscal requirements.

B) The applicant, Rowe Lane Development, Ltd. 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 June 25, 2012, and the final plat was approved by the City of Pflugerville on November 5, 2012, staff recommends approval of the final plat and the subdivision construction agreement.

ISSUES AND OPPORTUNITIES:

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

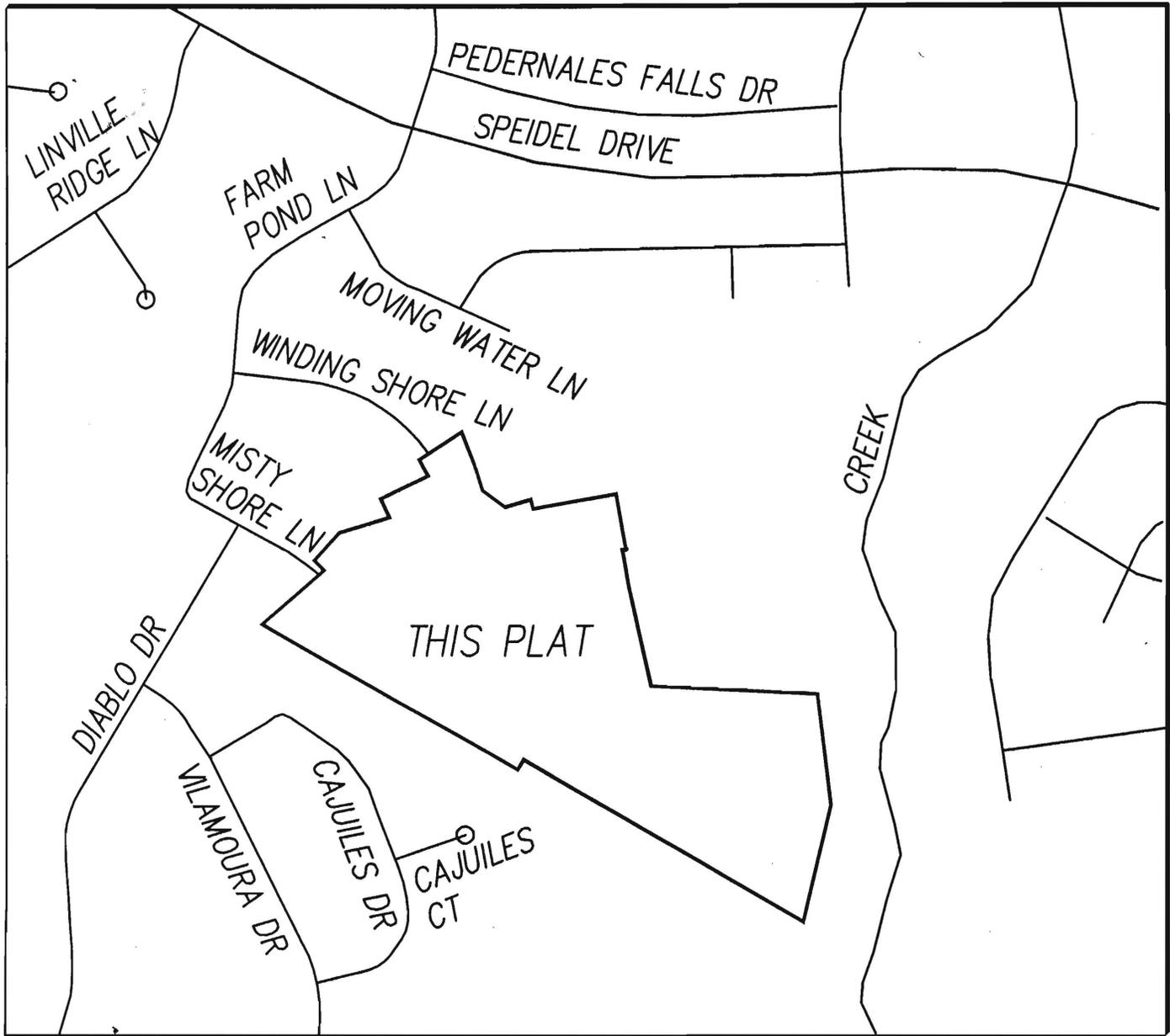
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

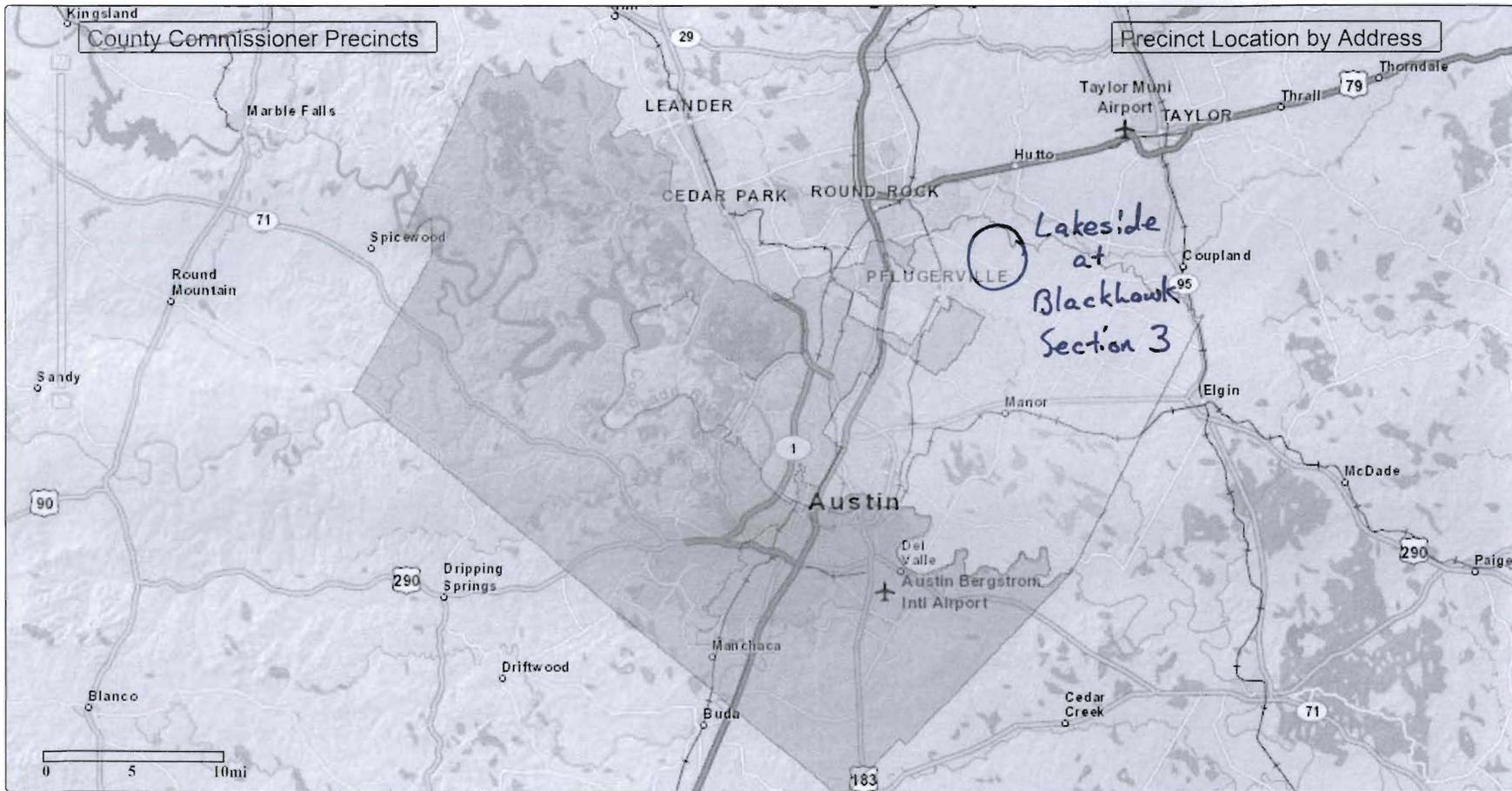
1101 - Development Svs- Lakeside at Blackhawk Section 3 Final Plat



LOCATION MAP

SCALE: 1" = 800'

Travis County Commissioner Precincts

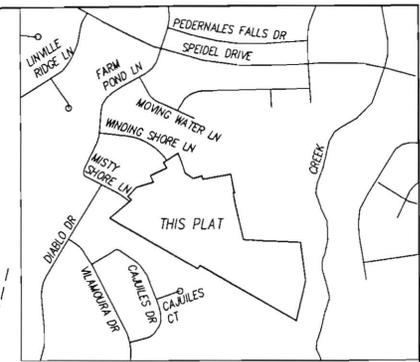


FINAL PLAT OF
LAKESIDE AT BLACKHAWK SECTION 3

SCALE: 1"=100'



LINE	LENGTH	BEARING
L1	6.95'	S80°07'14"W
L2	66.20'	N58°42'12"E
L3	24.25'	N80°07'14"E
L4	62.77'	N30°32'04"E
L5	63.22'	N30°32'04"E
L6	54.00'	N30°32'04"E
L7	8.77'	N30°32'04"E



LOCATION MAP
SCALE: 1" = 800'

ROBERT M. TIEMANN
REMAINDER OF TRACT 1
88.189 ACRES
DOC. NO. 2000127193

APPROXIMATE SURVEY LINE
A BAILEY SURVEY NO. 34
V.W. SWEARENGEN SURVEY NO. 32

FEMA 1% ANNUAL CHANCE FLOODPLAIN
BY APPROVED LETTER OF MAP REVISION
BASED ON FILL (LOWR-F) FOR LAKESIDE
SUBDIVISION - CASE NO. 12-06-4048A

APPROXIMATE
CREEK

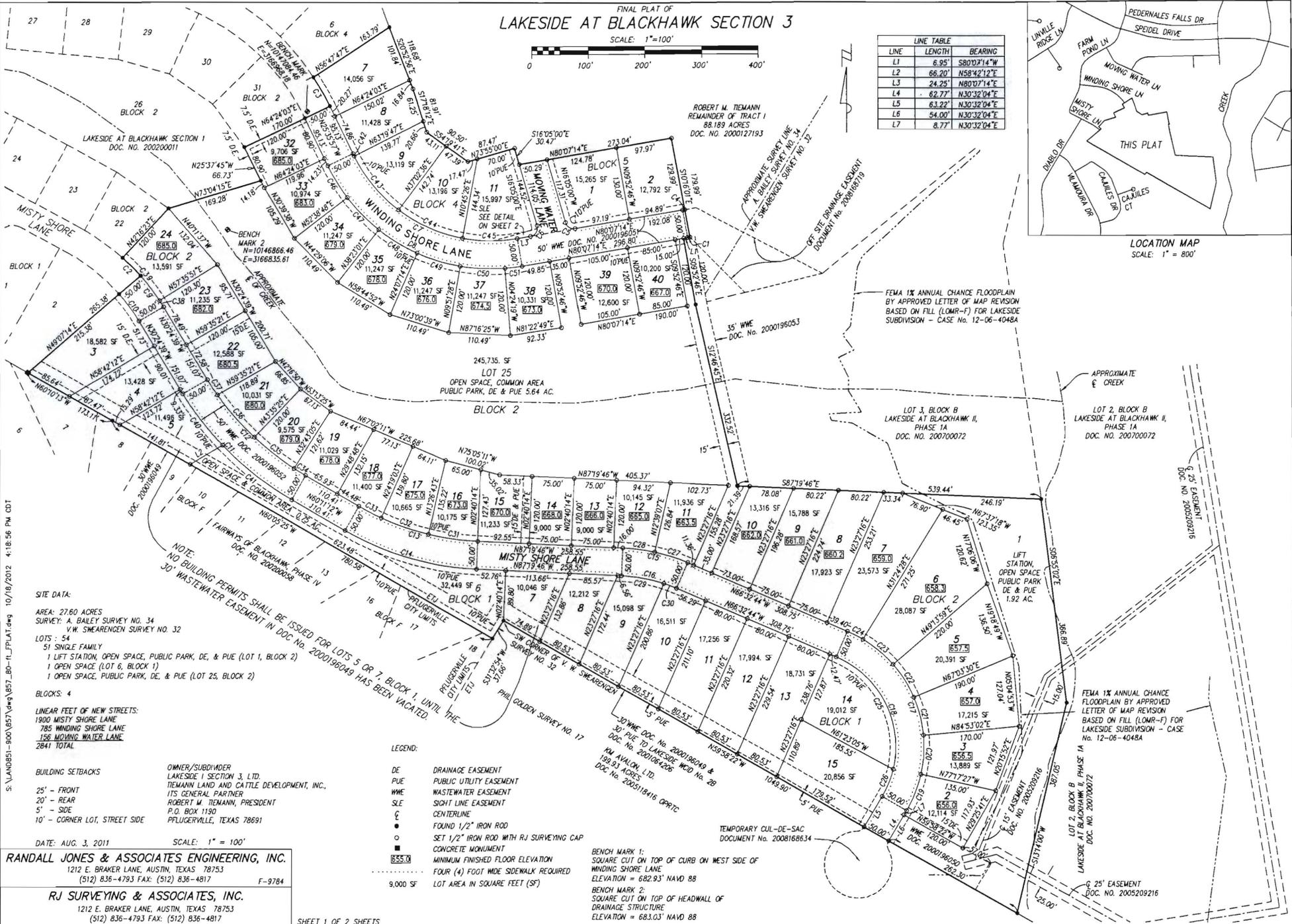
LOT 3, BLOCK B
LAKESIDE AT BLACKHAWK II,
PHASE 1A
DOC. NO. 200700072

LOT 2, BLOCK B
LAKESIDE AT BLACKHAWK II,
PHASE 1A
DOC. NO. 200700072

25' EASEMENT
DOC. NO. 2005209216

FEMA 1% ANNUAL CHANCE
FLOODPLAIN BY APPROVED
LETTER OF MAP REVISION
BASED ON FILL (LOWR-F) FOR
LAKESIDE SUBDIVISION - CASE
NO. 12-06-4048A

25' EASEMENT
DOC. NO. 2005209216



SITE DATA:
AREA: 27.60 ACRES
SURVEY: A. BAILEY SURVEY NO. 34
V.W. SWEARENGEN SURVEY NO. 32

LOTS: 54
51 SINGLE FAMILY
1 LIFT STATION, OPEN SPACE, PUBLIC PARK, DE, & PUE (LOT 1, BLOCK 2)
1 OPEN SPACE (LOT 6, BLOCK 1)
1 OPEN SPACE, PUBLIC PARK, DE, & PUE (LOT 25, BLOCK 2)

BLOCKS: 4
LINEAR FEET OF NEW STREETS:
1800 MISTY SHORE LANE
785 WINDING SHORE LANE
156 MOVING WATER LANE
2841 TOTAL

BUILDING SETBACKS
25' - FRONT
20' - REAR
5' - SIDE
10' - CORNER LOT, STREET SIDE

OWNER/SUBDIVIDER
LAKESIDE I SECTION 3, LTD.
TIEMANN LAND AND CATTLE DEVELOPMENT, INC.
ITS GENERAL PARTNER
ROBERT M. TIEMANN, PRESIDENT
P.O. BOX 1190
Pflugerville, Texas 78691

DATE: AUG. 3, 2011
SCALE: 1" = 100'

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:

- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- WME WASTEWATER EASEMENT
- SLE SIGHT LINE EASEMENT
- C CENTERLINE
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- CONCRETE MONUMENT
- 685.0 MINIMUM FINISHED FLOOR ELEVATION
- FOUR (4) FOOT WIDE SIDEWALK REQUIRED
- 9,000 SF LOT AREA IN SQUARE FEET (SF)

30" WME DOC. NO. 2000186649 &
30" PUE TO LAKESIDE WCD NO. 28
DOC. NO. 2001042205

30" WME DOC. NO. 2000118416 OPTIC

30" WME DOC. NO. 2000186634

30" WME DOC. NO. 2000186634

TEMPORARY CUL-DE-SAC
DOCUMENT NO. 2008168634

BENCH MARK 1:
SQUARE CUT ON TOP OF CURB ON WEST SIDE OF
WINDING SHORE LANE
ELEVATION = 682.93' NAVD 88

BENCH MARK 2:
SQUARE CUT ON TOP OF HEADWALL OF
DRAINAGE STRUCTURE
ELEVATION = 683.03' NAVD 88

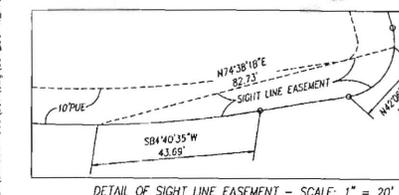
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CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD TAN	
C1	4.29'	634.63'	0°23'15"	S79°55'36"W	4.29'	2.15'
C2	44.82'	375.00'	6°50'51"	N44°18'12"W	44.79'	22.44'
C3	59.72'	450.00'	7°38'16"	N29°24'05"W	59.68'	29.97'
C4	3.95'	584.63'	0°23'15"	N79°55'36"E	3.95'	1.97'
C5	21.84'	15.00'	87°21'46"	S22°08'31"E	20.03'	11.48'
C6	25.19'	15.00'	96°12'44"	N32°01'07"E	22.33'	18.72'
C7	358.59'	275.00'	74°16'49"	S82°44'22"E	332.07'	208.28'
C8	421.34'	325.00'	74°16'49"	S82°44'22"E	392.45'	246.15'
C9	68.52'	375.00'	10°28'07"	N35°38'42"W	68.42'	34.35'
C10	58.38'	325.00'	10°28'07"	N35°38'42"W	58.30'	29.77'
C11	22.84'	505.00'	29°46'33"	S45°17'52"E	28.28'	138.57'
C12	249.85'	475.00'	29°46'33"	S45°17'52"E	244.08'	136.28'
C13	225.02'	475.00'	27°08'34"	S73°45'29"E	222.92'	114.66'
C14	248.71'	525.00'	27°08'34"	S73°45'29"E	246.39'	128.73'
C15	117.89'	325.00'	20°47'02"	N76°56'15"W	117.25'	59.80'
C16	99.76'	275.00'	20°47'02"	N76°56'15"W	99.21'	50.43'
C17	38.23'	225.00'	9°20'48"	N18°02'20"W	37.74'	25.67'
C18	288.91'	175.00'	9°20'48"	N18°02'20"W	282.30'	188.08'
C19	70.00'	225.00'	17°49'31"	N01°37'19"E	69.72'	35.29'
C20	70.00'	225.00'	17°49'31"	N01°37'19"E	69.72'	35.29'
C21	70.00'	225.00'	17°49'31"	N14°01'44"W	69.72'	35.29'
C22	70.00'	225.00'	17°49'31"	N31°51'15"W	69.72'	35.29'
C23	70.00'	225.00'	17°49'31"	N49°40'47"W	69.72'	35.29'
C24	31.23'	225.00'	7°57'12"	N82°34'08"W	31.21'	15.64'
C25	108.49'	175.00'	7°57'12"	N82°34'08"W	107.91'	146.79'
C26	52.22'	175.00'	17°05'54"	N21°59'07"E	52.03'	26.31'
C27	61.28'	325.00'	10°48'09"	N71°56'48"W	61.18'	30.73'
C28	56.62'	325.00'	9°58'53"	N82°20'19"W	56.55'	28.38'
C29	76.01'	275.00'	15°50'12"	N78°24'40"W	75.77'	38.25'
C30	23.74'	275.00'	4°56'50"	N89°01'09"W	23.74'	11.88'
C31	89.33'	475.00'	10°46'29"	S81°38'32"E	89.19'	44.79'
C32	90.14'	475.00'	10°52'20"	S71°07'27"E	90.00'	45.20'
C33	48.56'	475.00'	5°22'45"	S92°56'04"E	48.54'	24.28'
C34	24.08'	475.00'	2°54'17"	S58°44'04"E	24.08'	12.04'
C35	80.14'	475.00'	10°52'20"	S91°50'45"E	80.00'	45.20'
C36	100.18'	475.00'	12°05'05"	S40°22'32"E	100.00'	50.28'
C37	32.45'	475.00'	3°54'51"	S32°22'04"E	32.44'	16.23'
C38	13.04'	375.00'	1°59'30"	N31°24'24"W	13.04'	6.52'
C39	100.30'	375.00'	15°19'28"	N40°03'17"W	100.00'	50.45'
C40	115.20'	525.00'	12°37'39"	S38°43'28"E	115.17'	58.09'
C41	157.13'	525.00'	17°08'55"	S51°36'45"E	156.55'	79.16'
C42	5.14'	275.00'	1°04'15"	S26°08'05"E	5.14'	2.57'
C43	126.17'	275.00'	26°17'11"	S39°48'48"E	125.06'	64.21'
C44	126.17'	275.00'	26°17'11"	S66°05'59"E	125.06'	64.21'
C45	99.05'	275.00'	20°38'12"	S89°33'40"E	98.51'	50.07'
C46	66.67'	325.00'	11°45'15"	S31°28'35"E	66.56'	33.45'
C47	80.89'	325.00'	14°15'47"	S58°44'52"E	80.70'	40.66'
C48	80.89'	325.00'	14°15'47"	S87°16'29"E	80.70'	40.66'
C49	80.89'	325.00'	14°15'47"	S87°16'29"E	80.70'	40.66'
C50	80.89'	325.00'	14°15'47"	S87°16'29"E	80.70'	40.66'
C51	31.05'	325.00'	5°28'27"	N82°51'28"E	31.04'	15.54'

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT I, J. KENNETH HEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREOF.

J. Kenneth Heigand
J. KENNETH HEIGAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741
STATE OF TEXAS



FINAL PLAT OF
LAKESIDE AT BLACKHAWK SECTION 3
STATE OF TEXAS
COUNTY OF TRAVIS

- NOTES:
- 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.
 - ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITH CONCRETE CURB AND GUTTER.
 - A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
 - 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.
 - FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF MISTY SHORE LAKE, MOVING WATER LAKE AND WINDING SHORE LAKE IN THIS SUBDIVISION, AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
 - LOT 6, BLOCK 1, IS FOR OPEN SPACE AND COMMON AREA USE ONLY AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR LAKEVIEW W.C.L.D. 28. SEE DOCUMENT NO. 2002010202 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, IN THE EVENT THAT THE HOMEOWNERS' ASSOCIATION IS DISSOLVED, MAINTENANCE FOR THIS LOT WILL BE THE RESPONSIBILITY OF EACH PROPERTY OWNER ON A PRO RATA BASIS.
 - LOT 1, BLOCK 2 AND LOT 25, BLOCK 2, ARE FOR DRAINAGE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR LAKEVIEW W.C.L.D. 28. SEE DOCUMENT NO. 2002010202 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, IN THE EVENT THAT THE HOMEOWNERS' ASSOCIATION IS DISSOLVED, MAINTENANCE FOR THESE LOTS WILL BE THE RESPONSIBILITY OF EACH PROPERTY OWNER ON A PRO RATA BASIS.
 - THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2002010202 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS.
 - ALL 15 FOOT WIDE DRAINAGE EASEMENTS SHALL HAVE THE DRAINAGE FLOW IN AN ENCLOSED CONDUIT.
 - NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF PFLUGERVILLE.
 - THE PROPERTY OWNER OR HIS /HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
 - ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS /HER ASSIGNS.
 - 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 HOMEOWNERS, 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.
 - THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCD NO. 28. 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.
 - THIS PROPERTY IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PFLUGERVILLE AND TEJAMANN LAND AND CATTLE DEVELOPMENT, INC. APPROVED APRIL 09, 1997.
 - WASTEWATER IMPACT FEE RATE: \$1382.00
 - WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY.
 - WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
 - WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR 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 OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
 - LOT 11, BLOCK 4 IS PROHIBITED FROM TAKING ACCESS TO WINDING SHORE LAKE.
 - 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.
 - ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREON PROVIDED.
 - WHERE EXISTING OVERHEAD ELECTRICAL SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
 - ALL ELECTRICAL, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PAID FOR AND PLACED UNDERGROUND BY A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT OF WAY.
 - A TEN FOOT PUBLIC UTILITY EASEMENT (PUE) SHALL BE DEDICATED BY THIS PLAT ALONG ALL STREET FRONTAGE.
 - THIS SUBDIVISION IS SUBJECT TO THAT CERTAIN COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TEJAMANN LAND & CATTLE, INC. AND THE CITY OF PFLUGERVILLE, TEXAS INCLUDING CONSENT TO CREATION OF WATER CONTROL AND IMPROVEMENT DISTRICTS AND THE DEVELOPMENT OF A CERTAIN 113 ACRE TRACT LOCATED IN HANSON AND TRAVIS COUNTIES, TEXAS DATED APRIL 28, 1997 AND ALL AMENDMENTS THERETO (AMENDMENTS THROUGH 4)

KNOW ALL MEN BY THESE PRESENTS THAT LAKESIDE I SECTION 3, LTD., BEING THE OWNER OF _____ ACRES OF LAND OUT OF THE A. BAILEY SURVEY, NO. 34 AND THE V.W. SWEARENGEN SURVEY NO. 32, IN TRAVIS COUNTY, TEXAS, SAME BEING COVERED BY DEED OF RECORD IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBMIT 27.60 ACRES OF LAND IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS LAKESIDE AT BLACKHAWK SECTION 3, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS 15th DAY OF August, 2012, A. D.

LAKESIDE I SECTION 3, LTD.
BY: TEJAMANN LAND AND CATTLE DEVELOPMENT, INC., ITS GENERAL PARTNER
Robert M. Tejmann
ROBERT M. TEJAMANN, PRESIDENT
P.O. BOX 1190
PFLUGERVILLE, TEXAS 78651

ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF TRAVIS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 29th, 2012, BY ROBERT M. TEJAMANN, PRESIDENT OF TEJAMANN LAND AND CATTLE DEVELOPMENT, INC., A TEXAS CORPORATION, GENERAL PARTNER OF LAKESIDE I SECTION 3, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID CORPORATION AND PARTNERSHIP.

Jenny A. Pollard
JENNY A. POLLARD
Notary Public, State of Texas
My Commission Expires FEB. 11, 2016

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. _____ OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 27.60 ACRE TRACT OF LAND SITUATED A. BAILEY SURVEY, NO. 34 AND THE V.W. SWEARENGEN SURVEY NO. 32 IN TRAVIS COUNTY, TEXAS, AND DOES FURTHER HEREBY CONSENT, 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 HEREOF.

INTERNATIONAL BANK OF COMMERCE
BY: *Nicholas Furhman*
NICHOLAS FURHMAN, FIRST VICE PRESIDENT

ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF TRAVIS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 29th, 2012, BY NICHOLAS FURHMAN, FIRST VICE PRESIDENT OF INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION, ON BEHALF OF SAID BANK.

Elisa R. Mays
ELISA R. MAYS
Notary Public, State of Texas
My Commission Expires 02/08/2015

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
THOMAS AIKER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: _____
TREY FLETCHER, PLANNING DIRECTOR

ATTEST:
KAREN THOMPSON, CITY SECRETARY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, THIS _____ DAY OF _____, 20____.

BY: _____
TREY FLETCHER, PLANNING DIRECTOR

THE FULLY DEVELOPED 100 YEAR FLOOD PLAN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) SHOWN HEREOF.

A PORTION OF THIS PLAT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48453C0208A, EFFECTIVE DATE SEPTEMBER 28, 2008, FOR TRAVIS COUNTY, TEXAS.

I, *J. Kenneth Heigand*, P.E., AN 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.

J. Kenneth Heigand
J. KENNETH HEIGAND, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 805779
STATE OF TEXAS

COMMISSIONERS COURT

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 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 FILING 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 OR 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 OBLIGATION.

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

DEPUTY

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____, 20____, A.D.

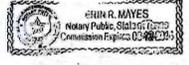
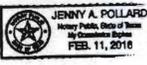
DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

DATE: AUG. 3, 2011

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-5784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817



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EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Rowe Lane Development, Ltd., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Lakeside at Blackhawk Section 3" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

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

F. Use of Proceeds.

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

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

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

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

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

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

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: Rowe Lane Development, Ltd. _____
4421 Rowe Ln.
Pflugerville, TX 78660

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:

Rowe Lane Development, Ltd.

County Judge

By: 

Name: Robert Tiemann

Title: _____

Authorized Representative

Date: _____

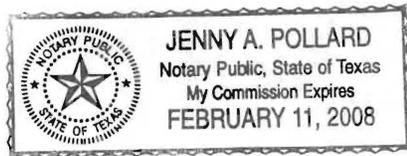
Date: 1/23/08

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23rd day of January, 2008, by
Robert Tiemann, in the capacity stated herein.



Jenny A. Pollard

Signature of Notary

After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

Lakeside at Blackhawk Section 3 – 27.60 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE A. BAILEY SURVEY No. 34 AND A PORTION OF THE V.W. SWEARENGEN SURVEY No. 32 AND BEING A PORTION OF THAT 88.189 ACRES TRACT OF LAND CONVEYED TO ROBERT M. TIEMANN BY DEED RECORDED IN DOCUMENT No. 2000127193 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 95.256 ACRES TRACT OF LAND CONVEYED TO SAID ROBERT M. TIEMANN BY DEED RECORDED IN VOLUME 12625, PAGE 570 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at 1/2" iron rod found for the southeast corner of Lakeside At Blackhawk Section 1, a subdivision according to the plat of record in Document No. 200200011 of the Official Public Records of Travis County, Texas, same being in the south line of said 95.256 acres tract and the north line of Fairways of Blackhawk, Phase IV, a subdivision according to the plat of record in Document No. 200200058 of the Official Public Records of Travis County, Texas;

THENCE with the east line of said Lakeside at Blackhawk Section 1 plat the following eight (8) courses:

1. N.49°07'14"E. a distance of 265.38 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set on a non-tangent curve to the left,
2. northwesterly along the arc of said curve, a distance of 44.82 feet (said curve having a radius of 375.00 feet, a central angle of 06°50'51" and a chord bearing N.44°18'12"W., 44.79 feet) to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set,
3. N.42°16'23"E. a distance of 120.00 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set,
4. N.73°04'15"E. a distance of 169.28 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set,
5. N.25°37'45"W. a distance of 66.73 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set,
6. N.64°24'03"E. a distance of 170.00 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set on a non-tangent curve to the left,
7. northwesterly along the arc of said curve, a distance of 59.73 feet (said curve having a radius of 450.00 feet, a central angle of 07°36'16" and a chord bearing N.29°24'05"W., 59.68 feet) to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set, and
8. N.56°47'47"E. a distance of 163.79 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set;

THENCE crossing said 88.189 acres tract the following ten (10) courses:

1. S.20°52'56"E. a distance of 118.68 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
2. S.17°18'12"E. a distance of 81.91 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
3. S.54°19'41"E. a distance of 90.50 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
4. N.73°55'00"E. a distance of 87.47 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
5. S.16°05'00"E. a distance of 30.47 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
6. N.80°07'14"E. a distance of 273.04 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
7. S.10°16'01"E. a distance of 179.99 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set on a non-tangent curve to the right,
8. westerly along the arc of said curve, a distance of 4.29 feet (said curve having a radius

Lakeside at Blackhawk Section 3 – 27.60 Acres

- of 634.63 feet, a central angle of $00^{\circ}23'15''$ and a chord bearing $S.79^{\circ}55'37''W.$, 4.29 feet) to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
9. $S.80^{\circ}07'14''W.$ a distance of 6.95 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" set,
 10. $S.09^{\circ}52'46''E.$ a distance of 120.00 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set for the northwest corner of Lot 3, Block B, Lakeside at Blackhawk II, Phase 1A, a subdivision according to the plat of record in Document No. 200700072 of the Official Public Records of Travis County, Texas;

THENCE with the south and west lines of said Lot 3, Block B the following two (2) courses:

1. $S.12^{\circ}46'45''E.$ a distance of 332.52 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set, and
2. $S.87^{\circ}19'46''E.$ a distance of 539.44 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set for the southeast corner of said Lot 3, Block B, same being in the west line of Lot 2, Block B, said Lakeside at Blackhawk II, Phase 1A;

THENCE with said west line of Lot 2, Block B the following two (2) courses:

1. $S.06^{\circ}55'02''E.$ a distance of 366.89 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set, and
2. $S.13^{\circ}14'00''W.$ a distance of 387.05 feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" previously set in the south line of said 88.189 acres tract for the southwest corner of said Lot 2, Block B;

THENCE $N.59^{\circ}58'22''W.$, with said south line of said 88.189 acres tract a distance of 1049.90 feet to a 1/2" iron rod found for an angle point in said south line of the 88.189 acres tract;

THENCE $S.31^{\circ}32'54''W.$, with said south line of the 88.189 acres tract a distance of 37.66 feet to a 1/2" iron rod found for the northeast corner of said Fairways of Blackhawk, Phase IV;

THENCE $N.60^{\circ}05'25''W.$, with said south line of the 88.189 acres tract and the north line of said Fairways of Blackhawk, Phase IV, a distance of 780.58 feet to a 1/2" iron rod found for the southwest corner of said 88.189 acres tract, same being the southeast corner of said 95.256 acres tract;

THENCE $N.60^{\circ}10'13''W.$, with said south line of the 95.256 acres tract and the north line of said Fairways of Blackhawk, Phase IV, a distance of 173.11 feet to said POINT OF BEGINNING.

Containing 27.60 acres, more or less.

John K. Weigand Jan. 15, 2008

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753





ITEM 14

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By: Charlie Watts **Phone #:** 854-7654

Division Director/Manager: Anna Bowlin, Development Svcs and Long Range Planning

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Transportation Enhancement Program project (Decker Lane/FM 3177 sidewalk) submittal located in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

On September 14, 2012, TxDOT issued a call for projects under the Transportation Enhancement (TE) program. The TE program focuses on non-traditional transportation projects. For a project to be eligible, the project must relate to surface transportation and fall under one of twelve qualifying categories:

- 1) Provision of facilities for pedestrians and bicycles (H),
- 2) Provision of safety and education activities for pedestrians and bicyclists (H),
- 3) Acquisition of scenic easements and scenic or historic sites (M),
- 4) Scenic or historic highway programs including providing tourist and welcome center facilities (M),
- 5) Landscaping and other scenic beautification (M),
- 6) Historic preservation (L),
- 7) Rehabilitation and operation of historic transportation buildings, structures, or facilities including historic railroad (L),
- 8) Preservation of abandoned railway corridors, including conversion and use for pedestrian and bicycle trails (H),
- 9) Control and removal of outdoor advertising (L),
- 10) Archeological planning and research (L),
- 11) Environmental mitigation (H),
- 12) Establishment of transportation museums (L).

The program call is for approximately \$70 million statewide. Of that \$70 million, Metropolitan Planning Organizations (MPO's) will receive half of the funds, \$35 million, and can allocate funds to projects up to their predetermined level. The Capital Area Metropolitan Planning Organization (CAMPO) region is estimated to

receive \$3,000,000 and will award those projects by March 2013. Projects not selected in the CAMPO process will be eligible for consideration in the statewide competitive program and will be evaluated by the Transportation Enhancement Project Evaluation Committee and selected by the Texas Transportation Commission (TTC) in the summer of 2013.

At its October 2012 meeting, the CAMPO Transportation Policy Board adopted the following priority groupings for selection of candidate TE projects within the five-county CAMPO planning area. Three levels of project priority were approved; High (H), Medium (M), and Low (L). The priorities are identified next to each category. These priorities will be used for CAMPO Policy Board selection of Transportation Enhancement projects only. The Statewide call does not give preferential treatment to any category.

Travis County along with partners, TxDOT and the City of Austin, propose to submit an application under Category 1 (provision of facilities for pedestrians and bicycles, a high priority category as identified by the CAMPO Policy Board). The proposed project is to construct a five foot wide by 1.63 mile concrete sidewalk within 60' of existing right-of-way (ROW) along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane. The sidewalk is considered the first phase of future improvements that will increase the safety and mobility for pedestrians and bicyclists within this corridor. Currently, no sidewalks exist along this section of Decker Lane.

The project is expected to provide for an additional transportation mode to underserved area populations that rely on alternative modes of transportation especially to make local trips. The sidewalk will connect two existing schools, Decker Elementary School and Decker Middle School to existing neighborhoods, provide connectivity to the Travis County Exposition Center, provide for connectivity to a future regional hike and bike trail being constructed by the City of Austin (Austin to Manor Rail Trail), provide connectivity to two existing CapMetro transit stops and increase connectivity to a local retail/convenience store at a major intersection of Loyola Lane and Decker Lane. See Exhibit 1- Location Map.

The project also addresses improvements to help alleviate potential automobile and pedestrian/bicycle conflicts along Decker Lane. In 2009, an auto/pedestrian fatality occurred along this roadway section and most recently on August 13, 2012, a 13-year old bicyclist was killed while riding his bike on Decker Lane just south of Daffan Lane.

Travis County is the sponsoring agency for the project and is required to submit the project nomination form (see Exhibit 2) and an official funding resolution stating its willingness to commit to the implementation, development, construction maintenance

and financing of the project (see Exhibit 3). The project nomination deadline is November 16, 2012.

STAFF RECOMMENDATIONS:

TNR Staff recommends that the Commissioners Court approve the Decker Lane (FM 3177) Sidewalk project and the supporting funding resolution for submission to the Transportation Enhancement program.

ISSUES AND OPPORTUNITIES:

The TE program is not a grant; funds provided are on a cost reimbursement basis.

Reimbursement is up to 80 % of allowable costs.

Total cost for construction and TxDOT Administrative expenses is \$1,912,472. The requested amount of federal funds is \$1,529,977. A 20% match is required totaling, \$382,494. TE rules require the sponsor, Travis County, to commit to paying the 20% match, however, Travis County and the City of Austin will split equally the cost of the 20% match. Travis County's share is \$191,247. The City of Austin will enter into an interlocal agreement that will be developed after the project is selected for their \$191,247 share.

Preliminary engineering (P/E) and design is not eligible for federal funding. Travis County and the City of Austin will jointly share in those costs and enter into an interlocal agreement that will be developed if the project is selected. Current estimated P/E and design costs are \$299,343; Travis County's and the City's shares will each be \$149,672.

A portion of the project is located within the City of Austin.

For this project category, matching funds are available for construction only.

Projects must be under construction within four years from date of selection or risk the loss of funds.

Funds cannot be used for right-of-way acquisition. No ROW funds will be required since this project will be constructed within the existing ROW.

Project letting and construction administration and management will be provided by TxDOT.

TxDOT and the City of Austin will provide for sidewalk maintenance.

The Decker Lane sidewalk project will be submitted under Category 1 which is a High Priority type project as identified by the CAMPO Policy Board at its October 2012 meeting.

The project will provide to area residents:

- Safer connections from local schools to surrounding neighborhoods,
- An alternative mode helping reduce single occupant trips in the region,
- Connectivity to a future regional hike and bike trail,
- Connectivity to a major events center,
- Reductions in existing and potential auto/pedestrian and bicycle conflicts,
- Connectivity to existing transit stops, neighborhoods and schools,
- Connectivity to a local convenience and retail center.

FISCAL IMPACT AND SOURCE OF FUNDING:

Travis County must provide a 20% local match, or \$382,494 if the project is selected. The City of Austin will provide half of the 20% match through a future interlocal agreement if the project is selected. These matches will only be necessary if the project is selected by the CAMPO Transportation Policy Board or the Transportation Enhancement Program Evaluation Committee (TEPEC) in the summer of 2013. The source of the funding for the Travis County match will come from Precinct One 2001 bond savings.

Additionally, Travis County and the City of Austin will cost share on the preliminary engineering and design of the project which was not eligible for TE funding. Total cost of the preliminary engineering and design is \$299,343. The City of Austin will provide half of the cost of this work and funds will be secured through a future interlocal agreement. The source of funding for Travis County's portion will come from Precinct One 2001 bond savings.

Total current estimated costs for Travis County's 50% of the 20% match and preliminary engineering is \$340,918.50. The \$340,918.50 will come from 2001 Precinct One 2001 bond savings in fund center 1490190000, fund 4058, GL Account 521040.

TxDOT and the City of Austin are responsible for maintenance of the project.

ATTACHMENTS/EXHIBITS:

- Exhibit 1- Location Map
- Exhibit 2- Nomination Form
- Exhibit 3- Funding Resolution

REQUIRED AUTHORIZATIONS:

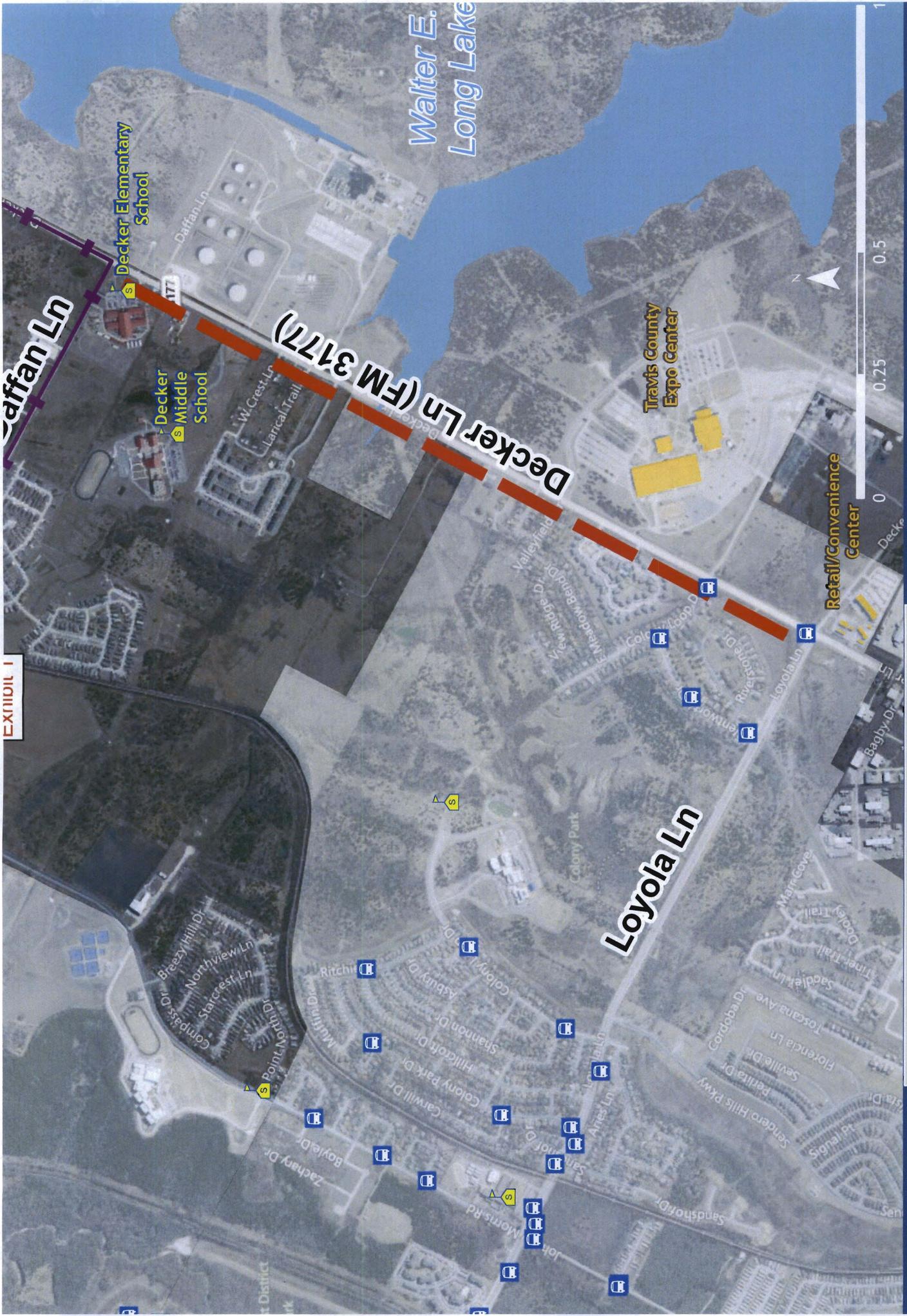
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Div. Dir. Development Services	TNR	854-7561
Jessica Rio	Budget Manager	PBO	854-4455
Tom Nuckols	County Attorney	County Attorney's Office	854-9415
Travis Gatlin	Budget Analyst	PBO	854-9700

CC:

Ed Collins	Planning Manager	TXDoT	854-7041
Teri McManus	Principle Planner	COA Transp. Dept.	974-6447
Elizabeth Prestwood	Transp. Planner	TXDoT	854-7039
Randy Nicholson	Long Range Planning Mgr.	TNR	854-4603
Donna Williams	Sr. Financial Analyst	TNR	854-7677

SM:CW:cw

0501 - Comprehensive Planning - CAMPO



Proposed Decker Ln. Sidewalk Project

-  Proposed Sidewalk
-  CapMetro Bus Stop
-  CoA Incorporated Area
-  Future Austin-Manor Rail Trail



Exhibit 2

DRAFT

**Decker Lane (FM 3177) Sidewalk Project
Nomination Package**

**Texas Transportation Enhancement Program
2012**

Sponsoring Agency:

Travis County

Partners:

City of Austin

Texas Department of Transportation

November 16, 2012



TRANSPORTATION ENHANCEMENT PROGRAM NOMINATION FORM 2012

Additional information can be found in the Transportation Enhancement Program Guide:
www.txdot.gov/business/governments/te.htm

1. Project Name

Decker Lane (FM 3177) Sidewalk

2. Project Location

Austin, Texas

County: Travis

TxDOT District: Austin

Project Limits (point to point):

Loyola Lane to Daffan Lane

Project Length (feet/miles), if applicable: 1.62 miles

Building Dimensions, (size in square feet), if applicable:

State of Texas/Legislature

House of Representatives

District #: 46

Name: Representative Dawna Dukes

District #:

Name:

District #:

Name:

State Senate

District #: 14

Name: Senator Kirk Watson

District #:

Name:

District #:

Name:

Federal Congressional

House of Representatives

District #: 25

Name: Congressman Lloyd Doggett

District #: 10

Name: Congressman Michael McCaul

District #:

Name:

3. Qualifying Category

(1) Provision of Facilities for Pedestrians and Bicycles

4. Nominating Entity

County

5. Nominating Entity Contact Information

Contact Person: Steven M. Manilla, P.E.

Title: County Executive, TNR

Mailing Address: P.O. Box 1748

City: Austin

State: Texas

Zip Code: 78767-1748

Fax: 512-854-4697

Daytime Telephone: 512-854-9429

Email: steven.manilla@co.travis.tx.us

6. Project Description

(Limited to 3500 Characters with spaces)

Travis County along with partners, the Texas Department of Transportation (TXDOT) and the City of Austin (COA) propose constructing a 5 foot wide by 1.62 mile concrete sidewalk within 60' of existing right-of-way along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane. The alignment will require a separate 10' wide bridge structure to be constructed to cross a portion of Decker Creek. The sidewalk is considered the first phase of future improvements that will increase the safety and mobility for non-motorized users within this corridor. Currently, no sidewalks exist and there are inadequate shoulders to support pedestrians and bicyclists. The proposed sidewalk will be constructed within existing State owned right-of-way.

Decker Lane (FM 3177) is part of the State's Farm to Market system and exists as a 4-lane, undivided rural section arterial within 60' of State owned right-of-way. The road is currently a major north/south arterial connecting FM 969 to US 290 East. A future improvement project will connect Decker Lane to Harris Branch Parkway likely increasing future traffic volumes. The potential conflict of pedestrians and motorized vehicles is expected to increase due to new residential development occurring along the roadway and the current location of two existing Manor ISD schools, Decker Elementary School and Decker Middle School.

Additionally, the project will help reduce greenhouse gas emissions by reducing motorized single occupant trips and will provide new pedestrian connectivity to the following traffic generators:

- a future regional hike and bike trail (Austin to Manor Rail Trail)
- a regional events center (Travis County Expo Center)
- existing transit stops located along Loyola Lane and Colony Loop Drive
- a local retail and convenience center at the intersection of Decker Lane and Loyola Lane

The project will provide increased safety for residents using the roadway. In three of the last five years, Decker Lane has had crash rates higher than statewide averages, see project information. This is a particular problem for bicyclists and pedestrians since there are inadequate shoulders and no sidewalks combined with a 60 mph speed limit. Two auto/pedestrian and bicycle fatalities have occurred since 2009. Recently, in August 2012, a 13-year old bicyclist was killed just south of Daffan Lane while riding his bike on Decker Lane. No sidewalks or bike lanes are located in this section of Decker Lane.

The project will provide new accessibility and connectivity for residents living in an economically distressed census place. Demographics from the 2010 Census found block groups bordering along the project had minority populations between 74.2% to 99.5% and per capita income ranging from \$9,923 to \$24,077. Two census tracts bordering the project found 30.3% of the population below poverty level.

Travis County will provide a 20% match of the requested funds, of which the COA will provide half through a future interlocal agreement. Additionally, Travis County and the COA will obligate \$299,400 to complete the preliminary engineering and design of the project. TXDOT will oversee project letting, construction administration and management.

7. Project Information

Directional Maps, Site Maps, General Floor Plans, and Photographs
(Label Attachment as 'Project Information - Attachment A')
(No more than 10 pieces)

8. Official Local Government Funding Resolution

(Label attachment as 'Certification of Funding and Support - Attachment B')
(No more than 10 pieces)

9. MPO Letter of Support (if applicable)

(Label attachment as 'MPO/COG Letter of Support - Attachment E')
(No more than 10 pieces)

10. Evidence of Public Involvement and Support

(Label attachments as 'Evidence of Public Involvement and Support - Attachment C')
(No more than 10 pieces)

A. Attach letters of support and other documentary evidence of public interest.
(No more than 10 pieces)

B. Provide dates and information about public meetings and events held to discuss the project.
(Limited to 1,640 Characters with spaces)

May 24, 2010 Adoption of CAMPO 2035 Regional Transportation Plan, includes Bicycle and Pedestrian Accomodation Plan

November 13, 2012- Travis County Commissiners Court Resolution of Suport for project, included opportunity for public comment

Letters of Support-
Manor Independent School District
State Senator - Kirk Watson (requested)
State Representative- Dawwna Dukes (requested)
Travis County Commissioner Precinct One- Ron Davis (requested)
Capital Metro (requested)
Capital Area MPO
Colony Park HA (no response)

C. Ranking by Nominator

1 of 1

11. Property Ownership and Acquisition Information

(Label attachments as 'Property Ownership and Acquisition Information - Attachment D')
(No more than 10 pieces)

All proposals must provide documentation of the Nominator's property rights by title of ownership, lease, or easement for all property within the project limits.

Is the property needed for the project already acquired? Yes No

If No - How will it be acquired? Describe. (include commitment letter by current owner that the property's interest will be transferred upon approval)

If Yes - When was the property acquired and how? Describe.

Property is in State of Texas ownership.

Was the property acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act? Yes No

12. SHPO Certificate of Eligibility - National Register of Historic Places (if applicable)

(Contact the State Historic Preservation Officer through THC)
(Label attachment as 'SHPO Certificate of Eligibility - Attachment F')

13. Scenic Easement/Historic Site Designation (if applicable)

Projects proposing acquisition of scenic easements and scenic or historic sites, must provide documentary evidence from the appropriate city, county, state or national entity indicating official designation. (Label attachment as 'Scenic Easement/Historic Site Designation - Attachment G')

14. Evaluation of Work Involving Environmental Mitigation (if applicable)

Projects proposing environmental mitigation must provide documentary evidence from the Texas Commission on Environmental Quality or the Texas Parks and Wildlife Department indicating their technical evaluation of the project. (Label attachment as 'Evaluation of Work Involving Environmental Mitigation - Attachment H')

15. Railroad Right of Entry Letter/Agreement (if applicable)

Projects proposing to encroach or cross railroad right of way, must include documentary evidence from the railroad granting a right of entry or an executed encroachment agreement. (Label attachment as 'Railroad Right of Entry Letter/Agreement - Attachment I')

16. Local Bicycle Plan (if applicable)

Projects proposing to build facilities for bicycles must include documentary evidence from the city or county stating that the project has been included in the entity's bicycle plan, if applicable, or the bicycle element of the transportation component of the entity's comprehensive plan. (Label attachment as 'Local Bicycle Plan - Attachment J')

17. Projected Time Estimate

Estimate the amount of time it will take to complete the project from start to finish. Approximate the time required for each activity. The activities can run concurrently causing the total time to be different from the total of the activities. Consider time for (but not limited to):

Months

- Planning Activities**
(Executing contract, hiring consultant, planning, schematic and design, utility relocation, etc.)
- Environmental Clearance**
(Assessments, possible mitigation for Hazardous Materials, permits, review by THC, COE, etc.)
- ROW Acquisition**
(Surveying, appraisals, title transfer, clearance...)
- Project Design and Plan Preparation of PS&E Package**
(Including PS&E Review by TxDOT District, Austin Divisions, TDLR, and other agencies...)
- Project Construction/Implementation**
(Advertising/hiring contractor, demolition, construction, inspection...)
- Other**

Projected Time in Months

18. Maintenance and Operations

Estimate maintenance and operations costs of the project. If applicable, determine the amount of any anticipated income derived from the project. (yearly basis)

Maintenance \$ Operations \$ Income \$

Identify all parties responsible for the maintenance and operations of the project:

19. Project Budget Summary

List all construction costs to be incurred by the nominating entity on pages 6-8 for a complete itemized cost estimate. **Generally, preliminary engineering (including planning, design, and plans, specifications, and estimates) are not allowable costs.**

Total Construction Costs:	1.	1,663,019
Planning Costs (Category 2, 4, 9, 10 Only):	2.	0
Right of Way Costs (Category 3 Only):	3.	0
<hr/>		
Subtotal of Expenses (Line 1 - Line 3):	4.	1,663,019
<hr/>		
TxDOT Administrative Expenses (15% of Line 4)	5.	249,453
<hr/>		
Total Project Cost:	6.	\$1,912,472
<hr/>		
Local Match:		
20% of Total Project Cost (Line 6)	7.	\$382,494
<hr/>		
Federal Funds Requested:	80% of Line 6	8. \$1,529,977

The minimum amount of local cash match required is 20%. Sponsors are not limited in their maximum local match. If a larger local match is provided, please adjust the percentages accordingly.

20. Project Commitment

By submitting an application, the nominating entity commits that if this project is selected for funding, it will be brought to a successful bid award within four years from selection. The construction plans for this project are currently:

- Complete
- 0 % Complete
- Not Started

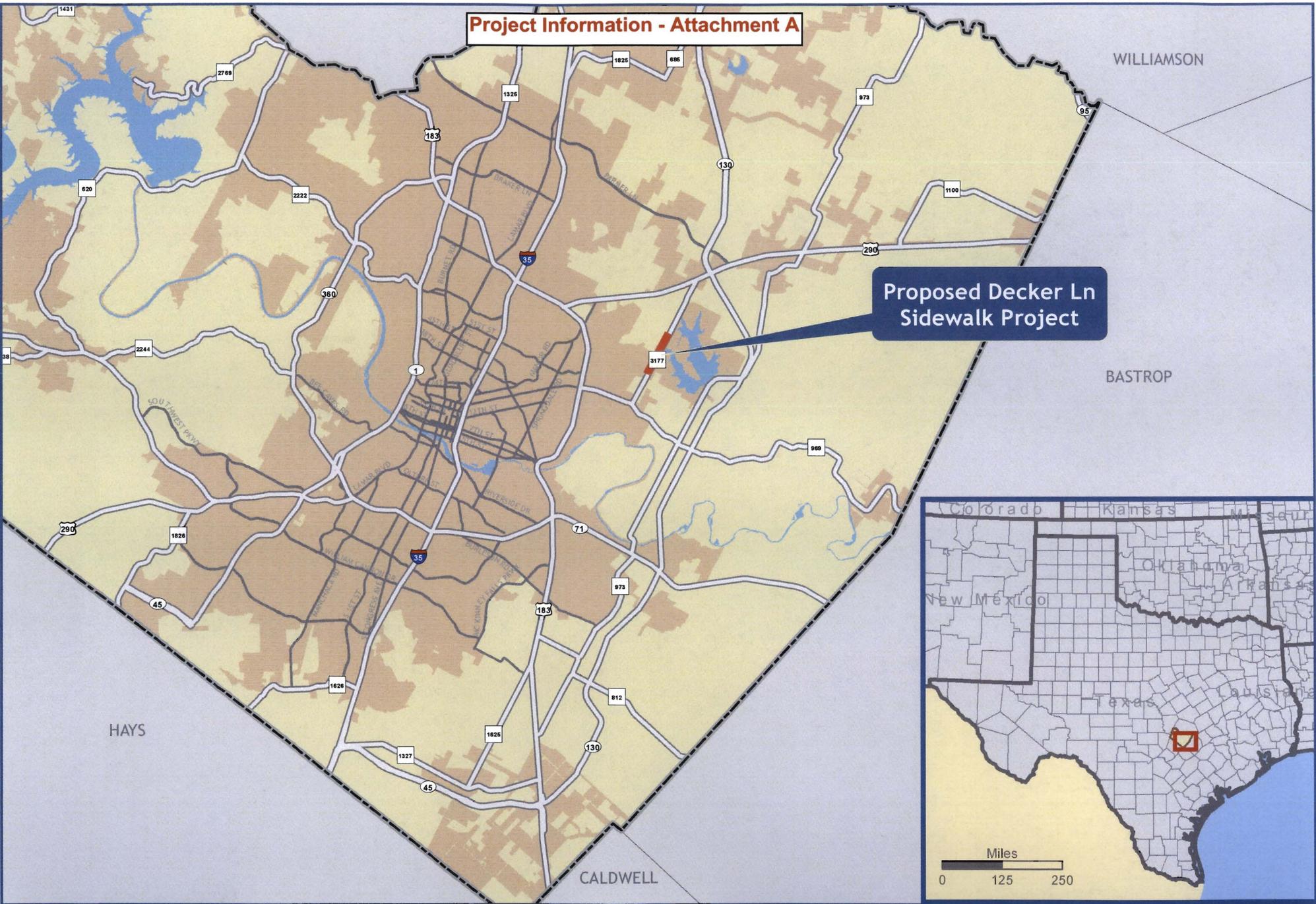
_____ <i>Signature</i>
_____ <i>Printed Name</i>
_____ <i>Date</i>

The nomination form must be signed by a representative of the local entity that has signature authority.

Complete nomination packages must be received at the district by the final due date and include one signed original, three additional copies and three CDs containing an electronic file of the nomination form in a Microsoft Windows Excel 2010 format (.xlsm), including PDF versions of all attachments.

**FINAL SUBMISSION DUE DATE FOR ALL DOCUMENTATION
Friday, November 16, 2012 by 5:00pm CST**

Project Information - Attachment A



Proposed Decker Ln Sidewalk Project



Travis County
Transportation &
Natural Resources

Proposed Decker Ln. Sidewalk Project

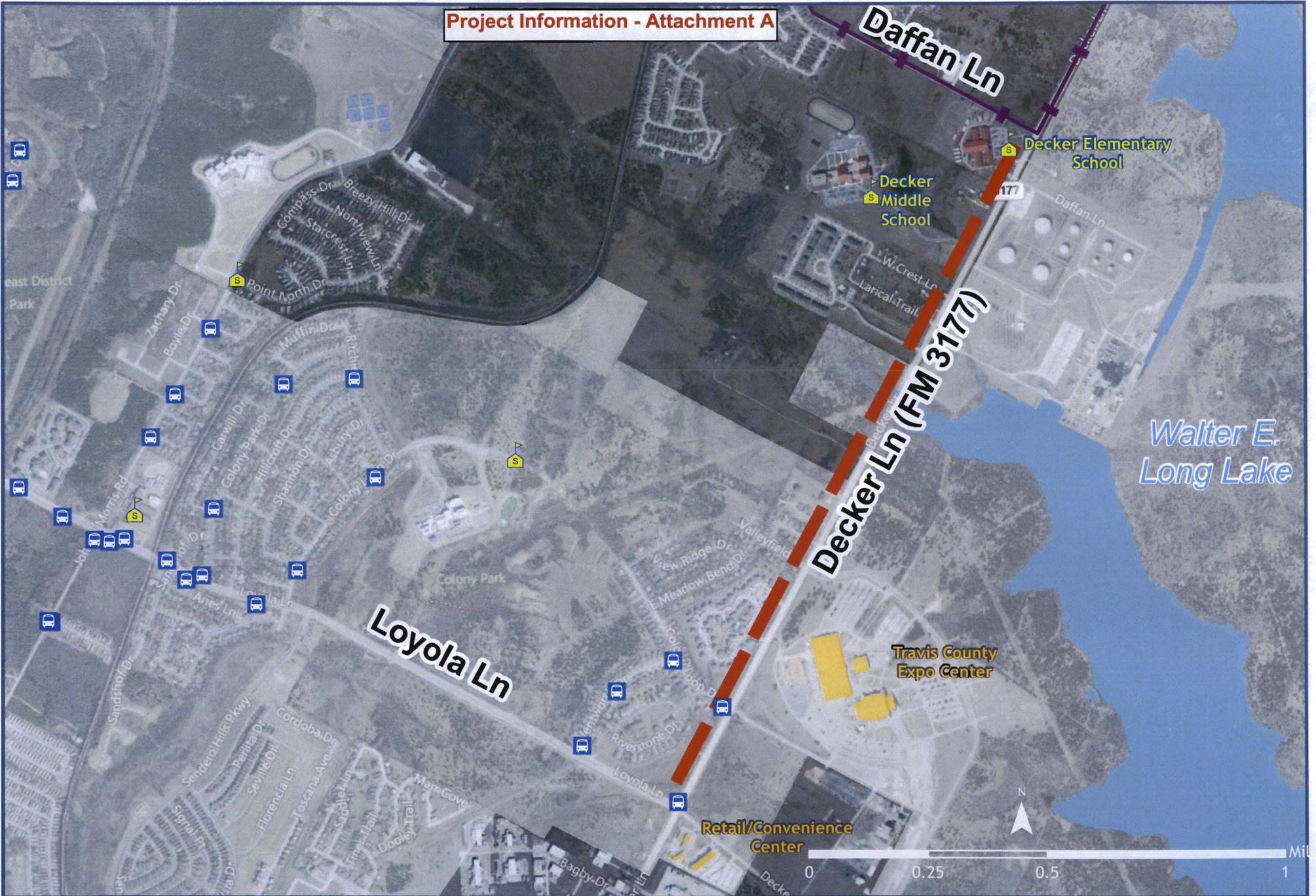
Transportation Enhancement Program

- Proposed Sidewalk
- CoA Incorporated Area

Miles
0 125 250

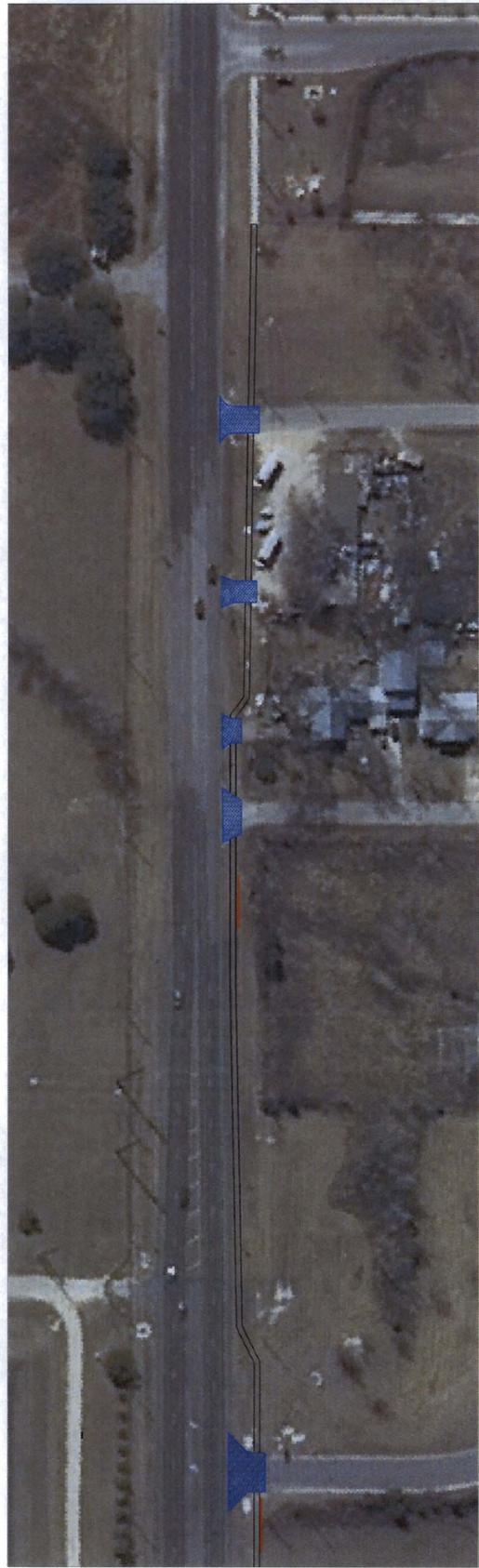
0 2.5 5 10
Miles

Project Information - Attachment A



**Proposed Decker Ln.
Sidewalk Project**
Transportation Enhancement Program

- - - Proposed Sidewalk
- CapMetro Bus Stop
- Schools
- Future Austin-Manor Rail Trail
- CoA Incorporated Area



Project Information - Attachment A



1) Looking southbound on Decker Lane approaching Colony Loop



2) Colony Loop at Decker Lane intersection looking south toward Loyola Lane

Project Information - Attachment A



3) Approaching Bridge on Decker Lane looking northbound



4) Bridge on Decker Lane looking northbound

Project Information - Attachment A



5) Southbound Decker Lane near Mayview (Pedestrian walking in shoulder)

Project Information – Attachment A

CRASH DATA SUMMARY

DATE PREPARED: 10-23-12

CONTROL: 3277-01
HIGHWAY: FM 3177
COUNTY: Travis

LIMITS: 0.1 Mi. North of Daffan Ln. to 0.1 Mi. South of Loyola Ln.
MILEPOINT: 2.889 - 4.714 (CRIS) -- Daffan Ln. = 2.989; Loyola Ln. = 4.614
LENGTH: 1.825 Mi.

Crashes by Severity						
Year	Non-Injury or Property Damage Only (PDO)	Possible Injury (C)	Non-Incap. Injury (B)	Incapacitating Injury (A)	Fatal (K)	Total
2007	2	4	2	0	0	8
2008	5	7	2	1	0	15
2009	9	4	5	0	1	19
2010	3	4	1	0	0	8
2011	5	3	3	0	0	11
Total	24	22	13	1	1	61
%	39.3%	36.1%	21.3%	1.6%	1.6%	100.0%
2012YTD	9	4	-	1	1	-

Crashes by Major Type of Collision								
Year	Head On	Run Off Road/Fixed Object/Overturn (ROR/FO/OT)	Side-swipe	Rear End	Left Turn	Angle	Other	Total
2007	0	3	1	0	2	2	0	8
2008	2	0	2	2	3	6	0	15
2009	0	1	1	6	6	3	2	19
2010	0	2	0	6	0	0	0	8
2011	0	0	0	6	2	3	0	11
Total	0	0	0	0	0	0	0	61
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
2012YTD	1	1	1	4	7	-	1	-

Project Information – Attachment A

Crash Rates with Comparison to Statewide Averages					
Year	Total Crashes	ADT	Crash Rate	Statewide Average - Urban Farm-to-Market	Statewide Average - Urban 4+ Lane, Undivided
2007	8	8000	150.12	222.49	285.20
2008	15	5900	381.67	230.95	298.14
2009	19	5500	518.60	226.96	285.63
2010	8	6300	190.63	216.71	278.92
2011	11	6300	262.12	190.57	252.52

NOTES: Only reportable motor vehicle traffic crashes were queried for this summary. A reportable motor vehicle traffic crash is defined as: "Any crash involving a motor vehicle in transport that occurs or originates on a traffic way, results in injury to or death of any person, or damage to the property of any one person to the apparent extent of \$1,000."

Source of data is the TxDOT-maintained Crash Records Information System (CRIS) as of 10-19-12. Crash data from the most recent year (2012YTD) may be incomplete; it has not been finalized or certified.

All crash rate figures given in number of crashes per 100 million vehicle miles.

Certification of Funding and Support – Attachment B

DRAFT

- Whereas,* the Texas Department of Transportation issued a call for nominations in September 2012 for communities to apply for federal highway funding assistance made available through the Transportation Enhancement Program; and
- Whereas,* Travis County, the Texas Department of Transportation (TXDoT), and the City of Austin are partnering on a Transportation Enhancement Program (TEP) application; and
- Whereas,* the Travis County Commissioners Court supports the implementation of the Decker Lane Sidewalk Project in Precinct One; and
- Whereas,* the application for funds from the Transportation Enhancement Program requires a resolution from the Travis County Commissioners Court that provides a commitment to provide a minimum 20% local funding match;
- Now, therefore, be it resolved that we, the Travis County Commissioners Court,* support funding this project as shown in the nomination budget (including the 20% local match) and commits to the project's development, implementation, construction, maintenance, management, and financing. The nominating entity is willing and able to enter into an agreement with TXDoT by resolution or ordinance should the project receive funding.

Adopted and approved on this the 13th day of November, 2012.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt,
Commissioner, Precinct Two

Karen Huber
Commissioner, Precinct Three

Margaret J. Gomez
Commissioner, Precinct Four



Russell W. Wallace

Deputy Superintendent

October 25, 2012

The Honorable Sam Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78701

Subject: Decker Lane (FM 3177) Sidewalk Project Application Support

Dear Judge Biscoe,

The Manor Independent School District fully supports Travis County along with its partners the City of Austin and the Texas Department of Transportation (TXDoT) on their proposed Transportation Enhancement Program (TEP) application for the Decker Lane (FM 3177) sidewalk project, connecting Loyola Lane to Daffan Lane. The project will provide for a safer alternative for students as well as pedestrians walking along Decker Lane.

The project will benefit students going to two Manor ISD schools, Decker Lane Elementary School and Decker Lane Middle School, located along the proposed sidewalk alignment. The new sidewalk project will also increase safety by reducing potential auto/pedestrian and bicycle conflicts. In August 2012 an auto/bicyclist fatality occurred along this section of roadway.

Additionally, the project will provide connectivity to a regional future hike and bike trail (Austin to Manor Rail Trail) being planned by the City of Austin. The trail will connect the South Walnut Creek Trail at Johnny Morris Road and Daffan Lane, run north through Walter E. Long Park and end at Ben E. Fisher Park within the City of Manor.

The Manor Independent School District supports the Decker Lane (FM 3177) Sidewalk Project for funding under the Transportation Enhancement Program.

Sincerely,

Russell W. Wallace
Deputy Superintendent
Manor Independent School District



October 23, 2012

Steven M. Manilla, P.E.
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767-1748

Dear Mr. Manilla,

The Capital Area Metropolitan Planning Organization (CAMPO) serves as the regional transportation planning agency for Bastrop, Caldwell, Hays, Travis and Williamson Counties. The CAMPO region includes Travis County completely within its designated planning area. Travis County intends to submit an application to receive TxDOT Transportation Enhancement Program (TEP) funding for a 1.63 mile sidewalk along the west side of Decker Lane between Loyola Lane and Daffan Lane.

This Decker Lane sidewalk project is included in the *CAMPO 2035 Regional Transportation Plan* in a project grouping. The project also supports the *CAMPO 2035 Regional Transportation Plan* by closing existing sidewalk gaps and being located in a priority pedestrian district. If selected for funding, the project would further nine of CAMPO's 12 goals listed in the *CAMPO 2035 Regional Transportation Plan Appendices*.

In the event this project is selected for TE Program funding, CAMPO staff will propose that the project be amended into the appropriate TIP.

If you have any questions about this letter, or any other CAMPO issues, please let me know. I can be reached at 512-974-2275 or maureen.mccoy@campotexas.org.

Sincerely,

A handwritten signature in blue ink that reads "Maureen McCoy". The signature is written in a cursive, flowing style.

Maureen McCoy
Director



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

Date

Dear ,

This letter is in response to your request for Texas Dept. Of Transportation (TxDOT) approval to submit the ***Insert project name*** project in the 2012 Texas Transportation Enhancement (TE) Program Call for projects. The project is proposed within the state-owned right-of-way on ***give location***.

TxDOT offers no objection to the **Insert Project name** as a TE nomination; however, if selected for funding, the **City/county of XYZ** will be required to commit to the project's development, implementation, construction, maintenance, management, and financing, and execute an Advance Funding Agreement for a Transportation Enhancement Project. The **City of XYZ** will be responsible for maintaining the completed improvements for a period of at least ten (10) years and executing an Advance Funding Agreement for Voluntary maintenance By a Local Government (On-System) with TxDOT.

Should you have any questions, please contact Elizabeth Prestwood, Austin District TE Program Coordinator at (512-832-7284

Sincerely,



October 23, 2012

Steven M. Manilla, P.E.
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767-1748

Dear Mr. Manilla,

The Capital Area Metropolitan Planning Organization (CAMPO) serves as the regional transportation planning agency for Bastrop, Caldwell, Hays, Travis and Williamson Counties. The CAMPO region includes Travis County completely within its designated planning area. Travis County intends to submit an application to receive TxDOT Transportation Enhancement Program (TEP) funding for a 1.63 mile sidewalk along the west side of Decker Lane between Loyola Lane and Daffan Lane.

This Decker Lane sidewalk project is included in the CAMPO 2035 *Regional Transportation Plan* in a project grouping. The project also supports the CAMPO 2035 *Regional Transportation Plan* by closing existing sidewalk gaps and being located in a priority pedestrian district. If selected for funding, the project would further nine of CAMPO's 12 goals listed in the CAMPO 2035 *Regional Transportation Plan Appendices*.

In the event this project is selected for TE Program funding, CAMPO staff will propose that the project be amended into the appropriate TIP.

If you have any questions about this letter, or any other CAMPO issues, please let me know. I can be reached at 512-974-2275 or maureen.mccoy@campotexas.org.

Sincerely,

A handwritten signature in blue ink that reads "Maureen McCoy". The signature is written in a cursive, flowing style.

Maureen McCoy
Director

Exhibit 3

DRAFT

Whereas, the Texas Department of Transportation issued a call for nominations in September 2012 for communities to apply for federal highway funding assistance made available through the Transportation Enhancement Program; and

Whereas, Travis County, the Texas Department of Transportation (TXDoT), and the City of Austin are partnering on a Transportation Enhancement Program (TEP) application; and

Whereas, the Travis County Commissioners Court supports the implementation of the Decker Lane Sidewalk Project in Precinct One; and

Whereas, the application for funds from the Transportation Enhancement Program requires a resolution from the Travis County Commissioners Court that provides a commitment to provide a minimum 20% local funding match;

Now, therefore, be it resolved that we, the Travis County Commissioners Court, support funding this project as shown in the nomination budget (including the 20% local match) and commits to the project's development, implementation, construction, maintenance, management, and financing. The nominating entity is willing and able to enter into an agreement with TXDoT by resolution or ordinance should the project receive funding.

Adopted and approved on this the 13th day of November, 2012.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt,
Commissioner, Precinct Two

Karen Huber
Commissioner, Precinct Three

Margaret J. Gomez
Commissioner, Precinct Four



ITEM 15

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By: John Ellis **Phone #:** 854-9805

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 in Precinct Three:

- A) An exemption from platting requirements for Southwest Hills Condominiums – Seven (7) commercial units; and
- B) A Condominium Construction Agreement.

BACKGROUND/SUMMARY OF REQUEST:

The proposed condominium project includes 7 commercial units. Each unit will require a separate basic development permit in order to develop. The condominium regime is structured to allow access between units and will allow the entire development to take access from U.S. 71 and Rimrock Trail. Units 3 through 7 are part of the condominium construction agreement which details the construction of future access drives to serve these Units. Units 1 and 2 have not been included in the agreement since adequate access can be provided for each unit independent of the development of the other units.

Fire Marshal's Office review will be required for each unit as they develop as part of the basic development permit application process.

Water will be provided to each commercial unit by an existing approved public water system. Each unit will also be required to provide on-site sewerage facilities permitted by Travis County. Detention facilities will be provided for each unit; however, the condominium regime, as well as the drainage easement recorded for Units 3 through 7, allow for units to share a stormwater facility.

STAFF RECOMMENDATIONS:

Since the condominium construction agreement, drainage easement document and condominium regime provide for the orderly development of the site, 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

Condo Regime Exhibits

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:

JE:JE:

1101 - Development Svs- Southwest Hills Condominiums

T R A V I S

Austin Zoo
D Morgan Rd

Blue Hill Dr

Barton Creek 4

Escala Ct

South West Pkwy

71

Rialto Blvd

Old Bee Caves Rd

Circle Dr

Pitter Pat Ln

WEST OAK HILL

OAK H Forest Oaks Memorial Park

Poncha Pass

290

290

Baxter Ln

1826

Southwest Hills Condo Site

Reckert Rd

Rim Rock Trail

Young Ln

W Slaughter Ln

Fleenor Dr

Zyle Rd

1826

CIRCLE C RANCH

Loop 1

Mopac Blvd

45

45

Wolfr

Nutty Brown Rd

Belterra Ct

Long Branch Dr

Fitzhugh Rd

Cole St

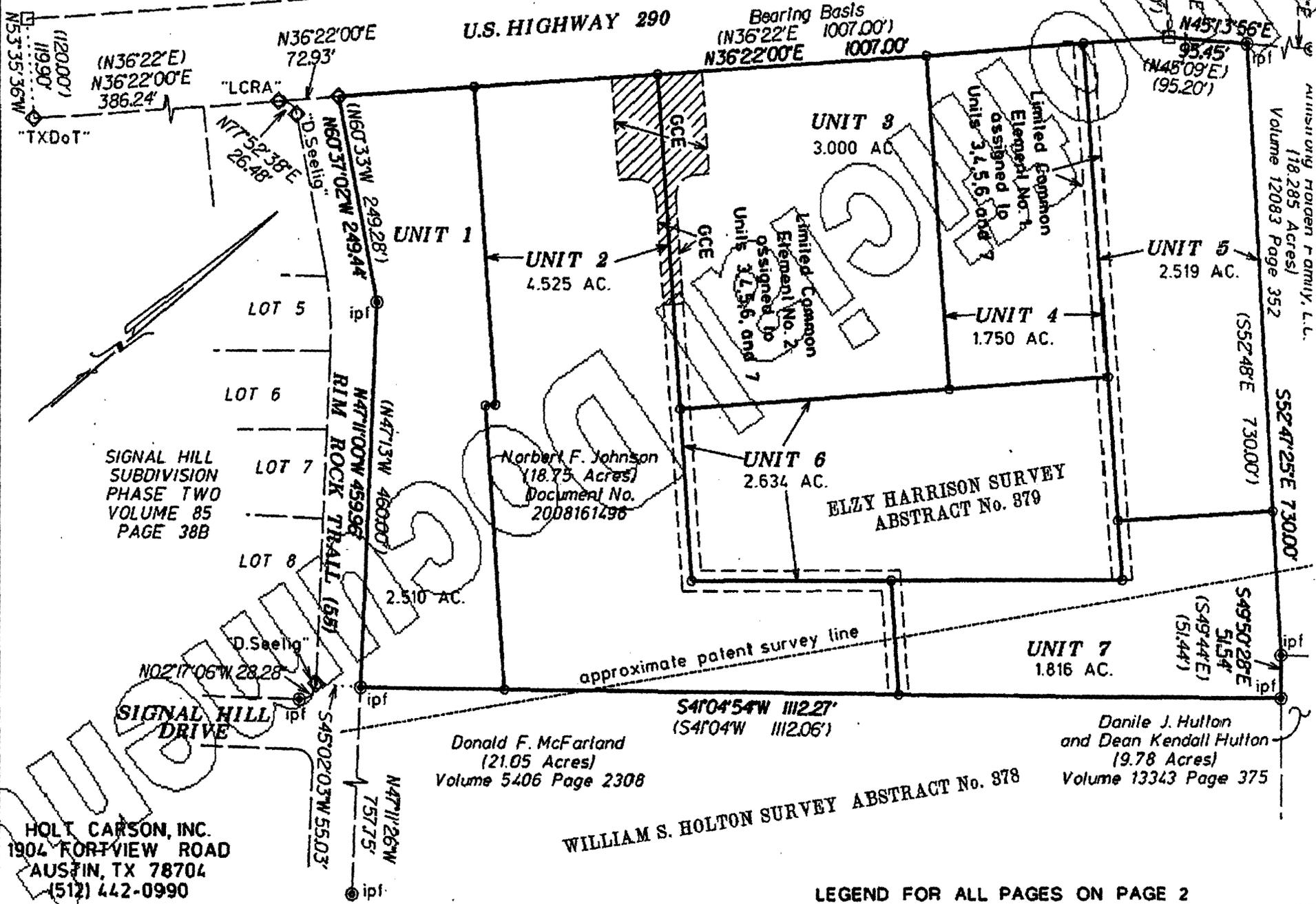
W US-290



Plat of
SOUTHWEST HILLS

page 1 of 6

SCALE: 1"=150'



HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

Donald F. McFarland
(21.05 Acres)
Volume 5406 Page 2308

WILLIAM S. HOLTON SURVEY ABSTRACT No. 878

Danile J. Hutton
and Dean Kendall Hutton
(9.78 Acres)
Volume 13343 Page 375

LEGEND FOR ALL PAGES ON PAGE 2

**SOUTHWEST HILLS CONDOMINIUM
CONDOMINIUM CONSTRUCTION AGREEMENT**

Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT (this “**Agreement**”) is made and entered into by and between Norbert Johnson, 4424 Gaines Ranch Loop, Apt 330, Austin, Texas 78735 (“**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. Johnson is the owner of that certain real property in Travis County, Texas being more particularly described on **Exhibit “A”** attached hereto and made a part hereof for all purposes (“the “**Property**”).

B. The Property is proposed for commercial development only, and residential use of the Property or any part thereof is expressly prohibited;

C. The Developer and the County desire to provide for the orderly development of the Property, in multiple phases, including the completion of a private drive (the “**Private Drive**”) that is necessary to provide ingress, egress and access to and from each Unit of the Property and adjacent public rights-of-way, and the creation of drainage easements (the “**Drainage Easement**”) to provide for the discharge and conveyance of storm water runoff from each Unit.

D. The Private Drive is described and indicated on the condominium plat for the Property (the “**Plat**”) which Plat is defined in that certain Condominium Declaration recorded in Document No. 2010176545, Official Public Records of Travis County, Texas.

E. The Drainage Easement is described and indicated in that certain Declaration of Drainage Easement, a copy of which is attached as **Exhibit “B”** hereto and incorporated herein for all purposes, and which will be recorded concurrently with execution of this Agreement in the Official Public Records of Travis County, Texas.

F. The Developer and the County desire to establish a process to coordinate the improvement of the Private Drive with the proposed 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 Property.

2. Subject to the conditions contained in this paragraph, and upon approval by the County of construction plans for the development of the initial Unit within the Property, the County will issue a development permit to Developer for construction of that portion of the Private Drive that would allow ingress, egress and access from the adjacent public right-of-way to the particular Unit proposed for development. From time to time thereafter, Developer will make application for the issuance of a development permit for construction of any additional portion of the Private Drive necessary to serve a subsequent Unit proposed for development, and will provide construction plans acceptable to the County to depict such additional development. Prior to the occupancy of any improvements on any Unit in the Property (each, a "Developed Unit"), Developer will be required to complete that portion of the Private Drive necessary to serve such Developed Unit, in accordance with construction plans approved by the County. Completion of the applicable portion of the Private Drive will be evidenced by a letter of concurrence (the "Concurrence Letter") from a licensed professional engineer certifying that such portion of the Private Drive necessary to serve a Developed Unit has been completed in accordance with the construction plans approved by the County. Upon delivery to and approval by the County of the Concurrence Letter, the County shall execute, acknowledge and deliver to then current owner of such Developed Unit, an instrument in the form of **Exhibit "C"** for recordation in the Official Public Records of Travis County, Texas, thereby releasing the Developed Unit (and only such Developed Unit) from all of the terms, provisions and requirements of this Condominium Construction Agreement. All Units not expressly released by the County, shall remain subject to the terms, provisions and requirements of this Condominium Construction Agreement, until released by the County in the manner specified herein.

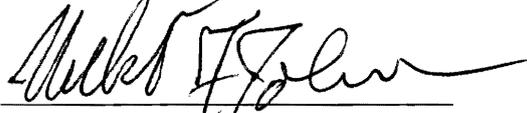
3. If the Developer makes any revision to the construction plans for a particular phase of the development which modify the Private Drive or the phasing plan reflected on such construction plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Drive.

4. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties are 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED to be effective on the date fully executed by the parties.

JOHNSON:

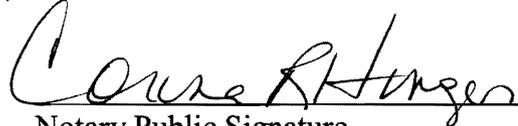


Norbert F. Johnson

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 15th day of Oct, 2012, by **Norbert Johnson,**



Notary Public Signature



TRAVIS COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of _____, 2012, by _____, _____ of Travis County, Texas in the capacity stated.

Notary Public, State of Texas

After Recording Return to:

EXHIBIT A

DESCRIPTION OF THE JOHNSON PROPERTY

Units 3, 4, 5, 6 and 7, SOUTHWEST HILLS CONDOMINIUM, a Condominium Project in Travis County, Texas, together with the limited common elements and an undivided interest in and to the general common elements, as defined in that Condominium Declaration recorded in Document No. 2010176545, Official Public Records of Travis County, Texas (each a “Unit” and collectively, the “Property”).

EXHIBIT "B"

DECLARATION OF DRAINAGE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Declaration (this "Declaration") is made to be effective the ___ day of _____, 2012 by **NORBERT F. JOHNSON**, an individual of Travis County, Texas ("Declarant").

W I T N E S S E T H:

A. WHEREAS, Declarant owns certain property situated in Travis County, Texas described as:

Units 3, 4, 5, 6 and 7, SOUTHWEST HILLS CONDOMINIUM, a Condominium Project in Travis County, Texas, together with the limited common elements appurtenant to such units and an undivided interest in and to the general common elements, as defined in that Declaration of Condominium Regime for Southwest Hills Condominium recorded in Document No. 2010176545, Official Public Records of Travis County, Texas (each a "Unit" and collectively, the "Property");

B. WHEREAS, Declarant desires to grants and convey to the Owner of each Unit a drainage easement over the Property, for the purpose of the discharge and conveyance of storm water runoff from each Unit.

NOW THEREFORE, for good and valuable consideration, Declarant hereby declares that the Property shall be impressed with the following easement, which shall run with the Property and be binding upon all parties having any right, title or interest in said Property or any part thereof, and their respective successors and assigns.

AGREEMENTS:

1. **Recitals Incorporated.** The above Recitals and all terms defined therein are incorporated into this Declaration for all purposes.

2. **Definitions.** For the purpose of this Declaration, the following terms shall have the meanings hereinafter specified:

a. **Owner:** The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest of any portion of a Unit and their respective successors and assigns.

3. **Easement to the Owners.** Declarant hereby GRANTS AND CONVEYS and by these presents does GRANT AND CONVEY unto each Owner, a non-exclusive, permanent easement over and across the Property, for the purpose of the discharge and conveyance of storm water runoff from each Unit (the “Easement”); TO HAVE AND TO HOLD the same perpetually unto to the Owners and their successors and assigns. Declarant does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto each Owner against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Declarant, but not otherwise, subject however to the matters set forth herein.

4. **Term.** The Easement granted in this Declaration shall be perpetual.

5. **Amendment.** This Declaration may only be modified, amended or terminated upon the filing of such modification, amendment or termination in the Official Public Records of Travis County, Texas, executed, acknowledged and approved by (a) the Director of the Department of Transportation and Natural Resources of Travis County, Texas; (b) the Owners of all Units affected by such modification, amendment or termination of this Declaration; and (c) any mortgagees holding first lien security interests on any such affected Units.

6. **Notices.** Any notice, request, demand, approval, consent or election required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid. Notices to an Owner shall be sent to such Owner’s address as reflected in the tax collector’s office of Travis County, Texas, or to such other address as an Owner may specify by instrument recorded in the Official Public Records of Travis County, Texas.

7. **Not a Public Dedication.** The Owners agree that no part of the Property is, or during the term of this Declaration shall be, in the public domain, and that nothing contained herein shall be deemed to be a gift or dedication of any portion of the Property to the general public or for use of the general public or any persons for any public purpose whatsoever. It is the intention of the Owners that the Property and this Declaration shall be strictly limited to use as a private development, for such purposes as may herein be expressed or as any Owner may lawfully elect.

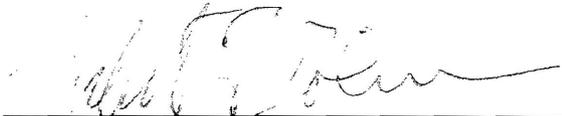
8. **Applicable Law.** This Declaration shall be construed under the laws of the State of Texas.

9. **Easement Appurtenant; General Exceptions.** The Easement granted in this Declaration is appurtenant to the Property and shall run with the land. This Declaration is made and accepted subject to all easements, covenants, restrictions, liens, and other encumbrances of record in Travis County, Texas affecting the Property.

10. **Binding Effect.** This Declaration shall be binding upon and shall inure to the benefit of each Owner, and their respective successors and assigns

IN WITNESS WHEREOF, Declarant has executed this Declaration intending it to be effective as of the date first above written.

DECLARANT:

By: 
NORBERT F. JOHNSON

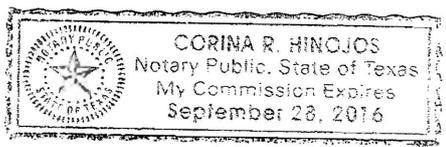
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Oct 15, 2012, by **NORBERT F. JOHNSON**.


NOTARY PUBLIC, State of Texas

My Commission Expires:

Print Name _____



After Recording, Return to:
Susan J. Savage
Hurst, Savage & Vanderburg
1401 West Ave, Suite B
Austin, Texas 78701

Executed on October 15, 2012.

PIONEER BANK, SSB

By: Brian May
Name: Brian May
Title: Vice President

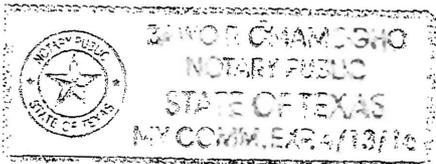
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me Bawo Omaniogho (Notary name), Notary Public, on this day personally appeared Brian May, vice president of **Pioneer Bank, SSB** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of October, 2012.



Bawo Omaniogho
Notary Public, State of Texas

EXHIBIT "C"

Partial 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" dated _____ by and between _____ and Travis County, Texas, [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.

This is a partial release and affects only the Released Property. As to the remainder of the Property, the Condominium Construction Agreement remains in full force and effect and is not released.

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 the State of Texas, on behalf of said County.

Notary Public Signature

ITEM 16



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By/Phone Number: Yolanda Reyes, (512)854-9106

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

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

REQUIRED AUTHORIZATIONS:

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

Leroy Nellis – Planning and Budget Office, (512)854-9106

Jessica Rio – Planning and Budget Office, (512)854-9106

County Judge's Office, (512)854-9555

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

BUDGET AMENDMENTS AND TRANSFERS

11/13/2012

FY 2013

AMENDMENTS

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580200	Reserves	Interlocals Reserve		\$1,483,173.00	1
		0001	147001	511620	Emergency Svs	Other Equip Rprs&Mnt	\$1,483,173.00		

OTHER

O1 Request from HHS to redirect rollover funds to make up decrease in City of Austin funding for the Substance Abuse Managed Services Organization (SAMSO) Interlocal Agreement

6



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst *Wm. Derryberry*

DATE: November 5, 2012

SUBJECT: Emergency Services Regional Radio Service (RRS) Interlocal Amendment

Emergency Services (ES) is requesting a budget amendment of \$1,483,173 from the Interlocals Reserve (0001-198000-580200) to the Other Equipment Repairs & Maintenance line-item in the ES budget (0001-147001-511620) for the balance of the Travis County 27.95% share of the RRS Interlocal for FY 13. The Travis County share of the Interlocal totals \$2,496,665 and was approved by the RRS Governing Board on July 20, 2012. This amendment will leave a savings in the FY 13 Interlocals Reserve related to the RRS Interlocal of \$18,861 that is expected to fall to ending fund balance.

It should be pointed out that of the total funding of \$2,496,665 for the RRS Interlocal (after this amendment), \$1,490,667 of that amount is one-time funding related to the 1st year funding for rebuilding of critical system infrastructure for the RRS over a six (6) year period. For FY 13, this funding is for replacement of the simulcast microwave system in order to improve the network connectivity between the existing 17 system towers. Over the next five years there are likely to be similarly sized replacement requests for the RRS rebuilding program.

Please see the attached memo from the County Executive for Emergency Services on this request.

PBO recommends approval of this budget amendment. If you have any questions, please call me at 4-4741.

Cc: Danny Hobby, County Executive for Emergency Services
Toby Fariss, Contracts Administrator, Emergency Services
Christine Lego, Lead Financial Analyst, Emergency Services
Leslie Browder, County Executive for Planning & Budget
Jessica Rio, Budget Director, PBO
Diana Ramirez, Assistant Budget Director, PBO



EMERGENCY SERVICES

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

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolnak*

*STAR Flight
Casey Ping, Program Manager*

Technology & Communications

To: Travis County Commissioners Court
Via: Leslie Browder, County Executive for Planning & Budget
From: Danny Hobby, County Executive for Emergency Services *D. Hobby*
Date: Monday, November 5, 2012
Subject: TCES Budget Adjustment for Reserve Funds for FY13 RRS O&M

Proposed Motion:

APPROVE A TCES BUDGET ADJUSTMENT FOR THE RELEASE OF RESERVE FUNDS FOR THE ANNUAL OPERATIONS AND MAINTENANCE ("O&M") OF THE REGIONAL RADIO SYSTEM ("RRS") IN FY-2013. (PBO, TCES)

Summary & Staff Recommendation:

Travis County's FY13 adopted budget has a budget line in the Interlocals Reserve as RRS Critical System Infrastructure Replacements. This requirement is per the finalized FY13 program budget for the partners.

It will soon be time to approve Travis County's expense authority for its share of FY13 RRS O&M. Therefore, this request is for Commissioners Court to approve the recommendation for a budget adjustment and release \$1,483,173 of the funds, making them available for FY13 RRS O&M.

After the budget adjustment gets approved and sufficient funding becomes available, TCES will enter a funds reservation and work with the purchasing office to get expense approval for FY13 RRS O&M.

Attachment: FY13 RRS ILA Exhibit-G (finalized FY13 RRS O&M program budget)

Cc:

Audit – Jose Palacios, Kapp Schwebke
Legal – Barbara Wilson
PBO – Jessica Rio, Bill Derryberry
Purchasing – Lori Clyde
TCES – Christine Lego, Brad Bearden, Toby Fariss (TF)

City of Austin - Wireless Communication Services

RRS Interlocal Agreement for the Operation and Maintenance of The Regional Radio System - Exhibit G

- For the Interlocal Agreement fiscal year, October 1, 2012 - September 30, 2013 (FY13)

**** PROPOSED NEW ALLOCATION RATES **** ~~DRAFT~~ ^{10/31/12} Finalized and Approved by RRS Governing Board

	FTE Summary 2012-13	Operations/ Warranty 2012-13	FY13 Inter- Local Share 40.77%	FY13 COA Share 59.23%	Travis County 27.95%	AISD 7.92%	UT Austin 4.90%	Total Allocated 100.00%
Trunked Radio Manager	1.0	121,148	49,392	71,756	33,861	9,595	5,936	121,148
Radio Technician V	1.0	92,145	37,568	54,577	25,755	7,298	4,515	92,145
Radio Technician V	1.0	89,891	36,649	53,242	25,125	7,119	4,405	89,891
Administrative Senior	0.5	21,427	8,736	12,691	5,989	1,697	1,050	21,427
Stores Specialist Senior	0.5	27,471	11,200	16,271	7,678	2,176	1,346	27,471
Stores Specialist Senior	0.5	25,758	10,502	15,256	7,200	2,040	1,262	25,758
Overtime		15,000	6,116	8,884	4,193	1,188	735	15,000
Total Personnel Salaries		392,840	160,163	232,677	109,801	31,113	19,249	392,840
APCO, MTUG Membership		300	122	178	83	24	15	300
Fleet Maintenance & Fuel		12,130	4,945	7,185	3,390	961	594	12,130
Wireless Comm Equipment		1,980	807	1,173	553	157	97	1,980
Tower Leases		218,000	88,879	129,121	60,931	17,266	10,682	218,000
Tower Utilities		153,000	62,378	90,622	42,763	12,118	7,497	153,000
Tower Phone Lines		3,500	1,427	2,073	978	277	172	3,500
Security and Monitoring		49,500	20,181	29,319	13,836	3,920	2,425	49,500
Tower Site Maintenance		15,000	6,115	8,885	4,192	1,188	735	15,000
Tower Inspection Contract		25,000	10,192	14,808	6,987	1,980	1,225	25,000
Tower Climbing Crew contract		20,000	8,154	11,846	5,590	1,584	980	20,000
Dictaphone Recording System Maintenance		60,000	24,462	35,538	16,770	4,752	2,940	60,000

	FTE Summary 2012-13	Operations/ Warranty 2012-13	FY13 Inter- Local Share 40.77%	FY13 COA Share 59.23%	Travis County 27.95%	AISD 7.92%	UT Austin 4.90%	Total Allocated 100.00%
Generator Preventative Maintenance		20,000	8,154	11,846	5,589	1,584	981	20,000
Motorola Maintenance Contract		2,302,230	938,619	1,363,611	643,474	182,336	112,809	2,302,230
EM Software Maintenance Fee		1,000	408	592	280	79	49	1,000
Test Equipment Support		5,000	2,038	2,962	1,397	396	245	5,000
Internal WCSO Service		275,000	112,117	162,883	76,862	21,780	13,475	275,000
Mileage Reimbursement		3,000	1,223	1,777	839	237	147	3,000
Copier Rental		5,000	2,039	2,961	1,398	396	245	5,000
911 NICE Recording System Maintenance		25,000	10,192	14,808	6,987	1,980	1,225	25,000
FCC		1,800	734	1,066	503	143	88	1,800
Travel/Training		10,000	4,077	5,923	2,795	792	490	10,000
Total Contractual		3,206,440	1,307,263	1,899,177	896,197	253,950	157,116	3,206,440
Total Non-Capitals		3,599,280	1,467,426	2,131,854	1,005,998	285,063	176,365	3,599,280
Critical System Infrastructure Replacement		5,333,333	2,174,400	3,158,933	1,490,667	422,400	261,333	5,333,333
Total Capitals		5,333,333	2,174,400	3,158,933	1,490,667	422,400	261,333	5,333,333
TOTAL REQUIREMENTS		\$ 8,932,613	\$ 3,641,826	\$ 5,290,787	\$ 2,496,665	\$ 707,463	\$ 437,698	\$ 8,932,613

Note: RRS Partner percentages have been rounded to two decimal places. The actual amount owed by each Partner for FY13 is shown at the bottom of the Partner column in the row entitled "Total Requirements."

I

Header Information for Entry Doc Number

400001218

Doc. Number 400001218 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Oct 31, 2012
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2013 Year. Cash. Eff
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family
 Creator LEGOC Creation Date Nov 2, 2012 Creation Time 10:48:30
 Resp. Person Year Cohort Public Law
 Legislation

Additional Data

Header Text
 TextName

Total Document USD

Lines

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580200	1120	NOT-RELEVANT NON-FUNDED-PROGRAM	-1,483,173	RRS Interlocal
000002	0001		1470010001	511620	1320	NOT-RELEVANT NON-FUNDED-PROGRAM	1,483,173	Reserve

ASR Nov 7, 2012



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: November 5, 2012

RE: Request from HHS to use FY 11 Rollover Funding to make up a decrease in City of Austin funding for the Substance Abuse Managed Services Organization (SAMSO) Interlocal Agreement

Background

At the end of Fiscal Year 2012, HHS requested and PBO recommended the rollover of funding from unspent FY 11 contract funds to the FY 13 budget. The rollovers were recommended by PBO due to the timing – it was late in the fiscal year and PBO did not have time to review the merits of the large dollar request. However, PBO's recommendation included the requirements that HHS ask Commissioners Court for approval in a timely manner before using the funds. This would be especially important if the funds were not to be used for the purpose and the vendor for which the contractual obligation and encumbrances were originally applied in FY 11.

The \$313,130 in rollover budget is being requested to help make up the cut in funding by the City of Austin related to the SAMSO interlocal agreement. This interlocal agreement allows the City and County to contract for substance dependence treatment services with Austin Travis County Integral Care (ATCIC) using a Managed Services Organization (MSO) approach. This approach allows the County to designate the target populations to be served, eligibility criteria, services to be covered, and expected outcomes. ATCIC provides the specific services as the MSO and thereby prevents duplication of administrative tasks and promotes a continuum of care for clients. Details of the city's cuts and the number affected by these cuts are detailed in the attached memo from Ms. Sherri Fleming, County Executive for HHS.

Recommendation

The \$313,130 in rollover budget comes from the following three sources of unspent FY 11 funding:

ATCIC SAMSO contract - \$196,206
ATCIC System of Care contract - \$69,853
Aids Services of Austin contract - \$47,071

PBO is recommending Commissioners Court approval of this request because approximately 2/3 of the rollover funds come from savings from this same program during the FY 11 contract

period. In addition, cutting substance abuse treatment services without any in-depth analysis may have unintended consequences (e.g., average daily jail population, number of CPS cases).

However, PBO has two concerns resulting from this request. First, PBO is concerned that HHS had not released these funds midyear in FY 12 when it turned out that they were not needed for the original purposes. There were several midyear requests during FY 12 and many requests during the FY 13 budget process for additional funding for social services and these savings were not identified at those times. PBO is hopeful that with the additional financial information that the transition to SAP will provide us, these types of savings will be easier to identify earlier in the fiscal year and so help PBO better manage the ongoing upward pressure on the county budget.

Second, PBO is concerned that it appears that countywide, many departments are requesting more and more funding to cover funding cuts by our community and government partners in many programs. As the 83rd Texas Legislature begins hearing bills, the impact of continuing budget cuts that may affect the county both directly and indirectly will remain a key focus of PBO's attention.

cc: Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO
Sherri Fleming, Kathleen Haas, John Bradshaw, HHS

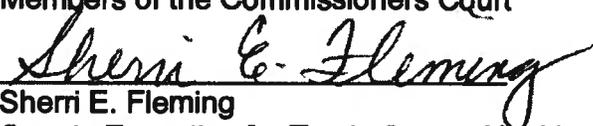


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: October 23, 2012

TO: Members of the Commissioners Court

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

SUBJECT: Allow TCHHSVS to use rollover funding from expired contracts

Proposed Motion:

Consider and take appropriate action on the request of Travis County Health and Human Services and Veterans Service to use a total of \$313,130 in rollover funding from expired contracts to help fill a funding gap in the FY'13 ATCIC SAMSO contract.

Summary and Staff Recommendations:

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance dependence treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

Travis County and the City of Austin provide funding for this interlocal. The City of Austin (COA) has decreased its funding from \$958,760 in FY'12 to \$310,921 in FY'13 and those dollars are reserved for participants of the Downtown Austin Community

Court (DACC). The funding decrease affects the availability of substance dependence treatment for the most vulnerable citizens in our community: those who are homeless or marginally homeless, those living with HIV/AIDS, pregnant women, and those experiencing mental health challenges. In FY'11, the SAMSO contract expended \$1,033,161 – 60% was COA and 40% was County funding. This expenditure resulted in 493 individuals receiving substance dependence treatment services. The trajectory for FY'12 indicates an increase in both the number served and the amount of service dollars expended. We expect this trend will continue in FY'13. The reduction in funding by the COA for FY'13 is projected to result in 227 eligible individuals not receiving the substance dependence treatment services they require.

The addition of \$313,130 in unspent FY'11 contract funds to the FY'13 SAMSO contract will reduce the number of people not receiving treatment by at least half. The breakdown of the unspent FY'11 funds by contract is as follows:

ATCIC SAMSO (Contract Number 4400000372, P.O. 4100000175) - \$196,206;
 ATCIC System of Care (Contract Number 4400000374, P.O. 4100000168) - \$69,853;
 Aids Services of Austin (Contract Number 4400000756, P.O. 4100001012) - \$47,071.

The SAMSO contract serves the same vulnerable, high-risk populations as the System of Care, which focuses on individuals with mental health challenges, and Aids Services of Austin, which focuses on individuals living with HIV/AIDS. These are both priority service populations for the SAMSO contract.

TCHHSVS staff is in support of using the \$313,130 for the SAMSO interlocal.

Budgetary and Fiscal Impact:

Besides the \$313,130 in unspent FY'11 funds, Travis County is providing \$611,799 from the General Fund, \$210,000 from Allocated Reserves and \$168,714 in PIR grant funds for the FY'13 SAMSO interlocal. The City of Austin is providing \$310,921. Total contract funds for FY'13 come to \$1,614,564. This is \$286,745 less than FY'12.

Issues and Opportunities:

The SAMSO interlocal allows the City of Austin and Travis County to contract for substance dependence treatment services with ATCIC using a Managed Services Organization (MSO) approach. This provides better coordination and standardization of substance dependence treatment services for the community. The City and County can designate the target populations to be served, eligibility criteria, services to be covered, and expected outcomes using the standards and requirements set forth in the interlocal. ATCIC provides specific services as the MSO in order to prevent duplication of administrative tasks and to promote a continuum of care for clients.

Background:

The interlocal for substance dependence treatment services has been in place since 1999.

Cc: Andrea Colunga, Director, Office of Children's Services, TCHHSVS
 Nicki Riley, Travis County Auditor

Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
\$6,521,267	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$220,074)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Criminal Courts Legally Mandated Fees – Attorney Fees & Other Court Costs for Capital Ca
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$250,000)	Facilities Management – Facilities Best Practices Review
(\$200,000)	General Administration – HUB Requirements Disparity Study (\$35,595 funds from State, res
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$25,885)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$217,241)	TCSO - Constable Staffing
(\$2,930,269)	Total Possible Future Expenses (Earmarks)
\$3,590,998	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944			Beginning Balance
\$2,813,944 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified During the FY 13 Budget Process:

Amount	Explanation
\$ (825,300)	ITS Infrastructure for FMD Projects
\$ (660,000)	Virtual tape Library option 3
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (61,954)	Constable Staffing
\$ (2,075,300)	Total Possible Future Expenses (Earmarks)

Emergency Reserve Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$2,016,924			Beginning Balance
\$2,016,924	Current Reserve Balance		

Fuel & Utility Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000	Current Reserve Balance		

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000			Beginning Balance
\$5,496,000	Current Reserve Balance		

Juvenile Justice TYC (580260)

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
\$418,959	Current Reserve Balance		

Smart Bldg. Facility Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
\$160,778			Beginning Balance
\$160,778	Current Reserve Balance		

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
\$ (196,951)	ITS	10/23/12	OnBase Software
\$ (717,746)	ITS	11/6/12	CUC TechShare
\$1,250,098	Current Reserve Balance		

Transition Reserve Status (580300)

Amount	Dept Transferred Into	Date	Explanation
\$101,889			Beginning Balance
\$101,889	Current Reserve Balance		

Reserve for State Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000	Current Reserve Balance		

Starflight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,001,050			Beginning Balance
\$1,001,050	Current Reserve Balance		

1115 Waiver Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000	Current Reserve Balance		

Interlocals Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$2,166,175			Beginning Balance
\$2,166,175	Current Reserve Balance		

Annualization Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$65,768			Beginning Balance
\$65,768	Current Reserve Balance		

Salary Savings Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
\$400,000	Current Reserve Balance		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
\$57,195,853	Current Reserve Balance		

ITEM 17



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

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

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$503,241.66, for the period of October 26 to November 1, 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 \$503,241.66.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$503,241.66

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: November 13, 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 26, 2012 to November 1, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$503,241.66

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 \$503,241.66.*

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 26, 2012 TO NOVEMBER 1, 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: November 13, 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 26, 2012
 TO: November 1, 2012

REIMBURSEMENT REQUESTED: \$ 503,241.66

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,564,391.59
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 6, 2012	\$	(1,076,062.49)
Adjust to balance per UHC	\$	14,912.56
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	503,241.66
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	503,241.66

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

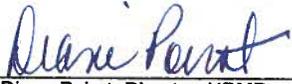
All claims over \$25,000 (0 this week totaling \$0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$78,086.17) 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.

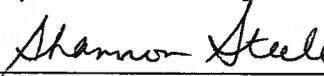
I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 11/2/12

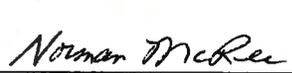
 Diane Poirot, Director, HRMD Date

 11/2/12

 John Rabb, Benefits Manager Date

 11/2/12

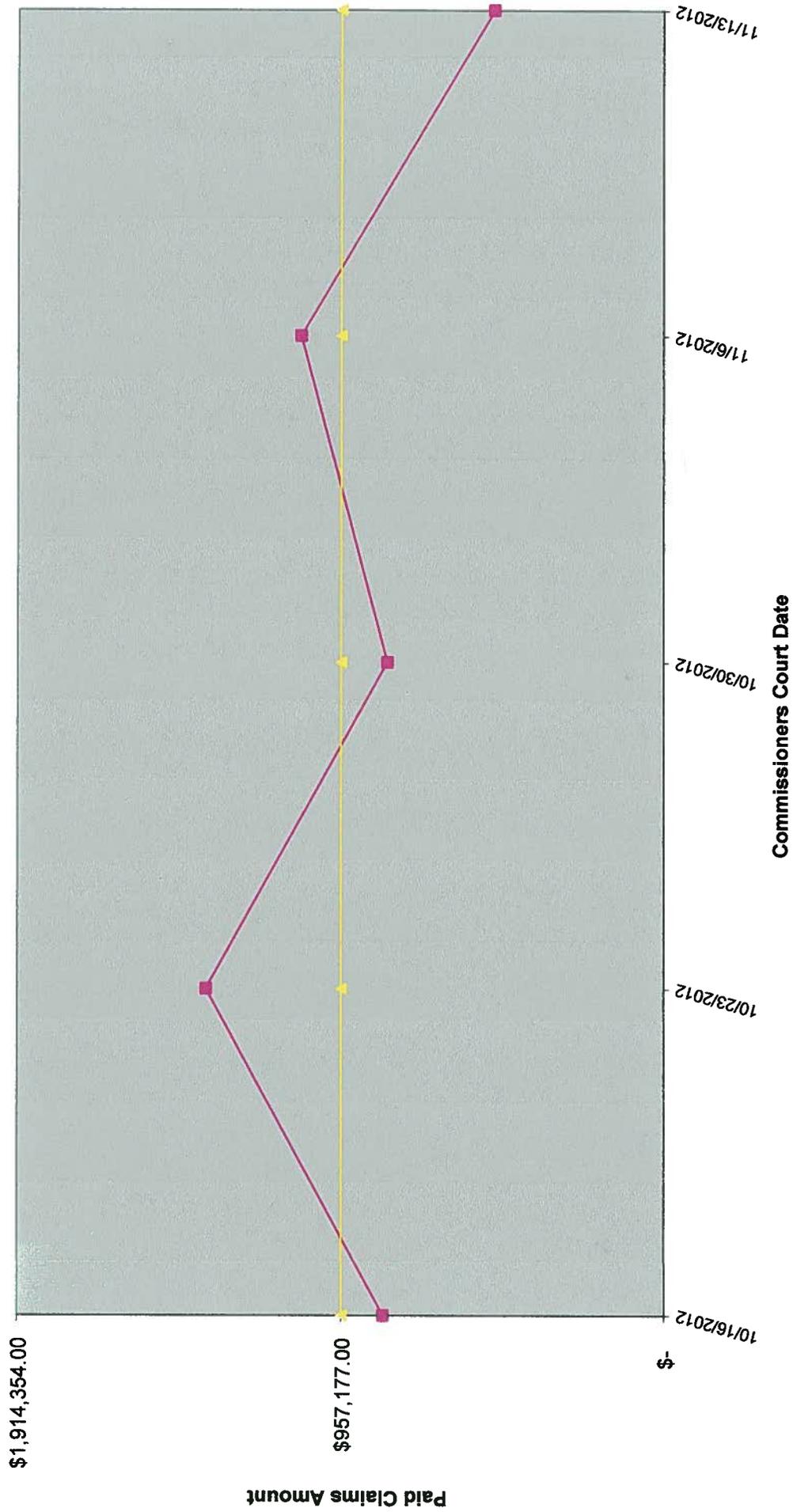
 Shannon Steele, Benefits Administrator Date

 11/2/12

 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**



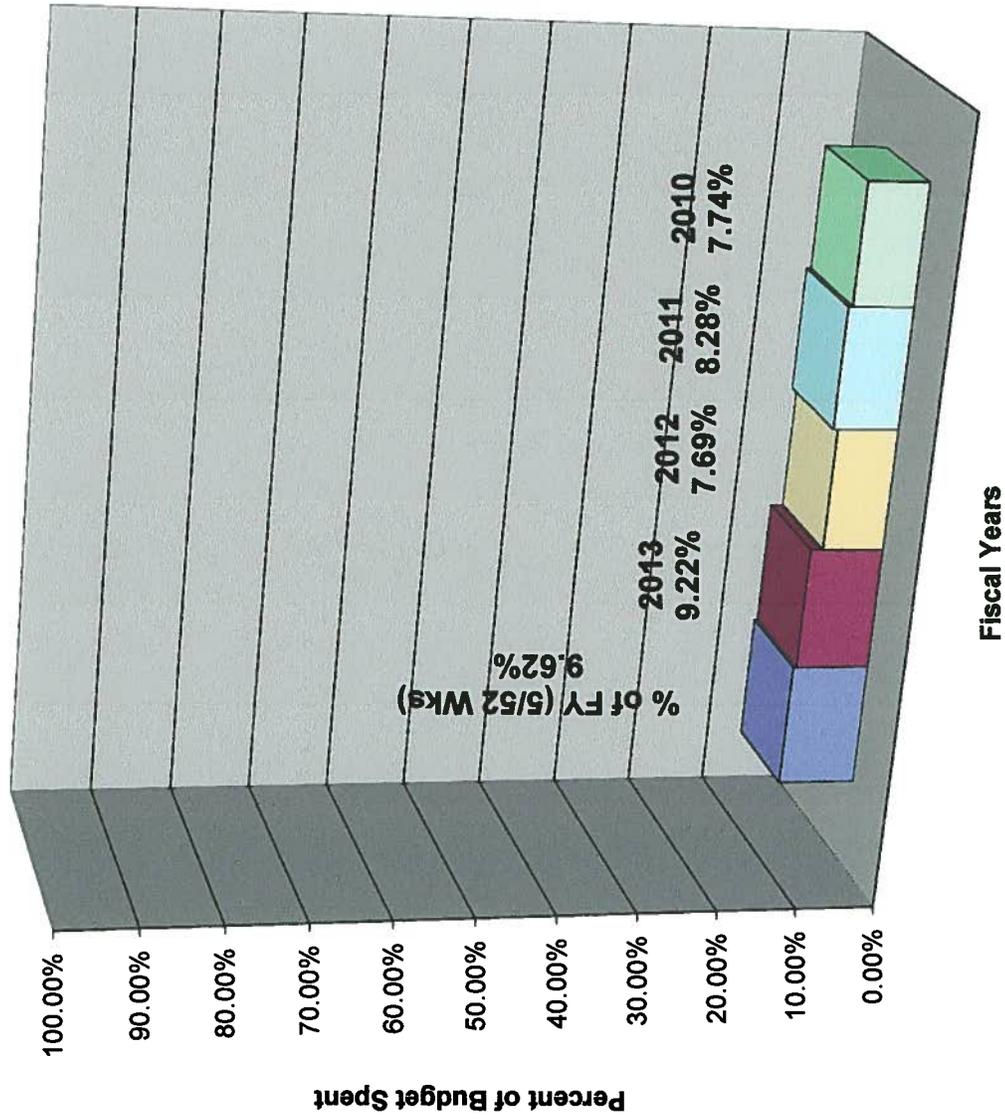
**Travis County Employee Benefit Plan
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

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	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
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Paid & Budgeted Claims to Date	\$ 4,589,140.05	\$ 4,785,886.15
Paid Claims less Total Weekly Budget		\$ (196,746.10)

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 5**



Norman McRee

From: SIFSAX@UHC.COM
Sent: Friday, November 02, 2012 1:09 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: 2012-11-02 REQUEST AMOUNT: \$1,564,391.59

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-11-01	\$1,147,117.24
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$1,520,923.76</u>
+ CURRENT DAY NET CHARGE:	\$42,991.24
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$1,564,391.59</u>

ACTIVITY FOR WORK DAY: 2012-10-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$28,302.05	\$00.00	\$28,302.05
5972	\$19.99	\$00.00	\$19.99

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_11_01

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	\$ (41.77)	28	8561359	AH	1	10/25/2012	50	10/30/2012	11/1/2012
701254	632	\$ (41.77)	28	8561372	AH	1	10/25/2012	50	10/30/2012	11/1/2012
701254	632	\$ (51.09)	28	8561369	AH	1	10/25/2012	50	10/30/2012	11/1/2012
701254	632	\$ (51.09)	28	8561360	AH	1	10/25/2012	50	10/30/2012	11/1/2012
701254	632	\$ (51.09)	28	8561339	AH	1	10/25/2012	50	10/30/2012	11/1/2012
701254	632	\$ (51.72)	28	8561346	AH	1	10/25/2012	50	10/30/2012	11/1/2012
701254	632	\$ (51.72)	28	8561353	AH	1	10/25/2012	50	10/30/2012	11/1/2012
701254	632	\$ (52.73)	PH	64017997	AH	1	7/16/2012	50	10/30/2012	11/1/2012
701254	632	\$ (66.20)	RG	80754660	AE	7	10/31/2012	50	11/2/2012	11/1/2012
701254	632	\$ (66.77)	PH	81952364	AE	1	8/15/2011	50	10/30/2012	11/1/2012
701254	632	\$ (81.07)	QG	51029681	AH	5	10/23/2012	50	10/29/2012	11/1/2012
701254	632	\$ (87.57)	QG	81067976	AH	16	10/27/2012	50	11/2/2012	11/1/2012
701254	632	\$ (89.49)	QG	51097187	AA	6	8/20/2012	50	10/30/2012	11/1/2012
701254	9999	\$ (476.59)		99	1E+12	9999	0	4990	11/2/2012	11/1/2012
701254	632	\$ (486.00)	QG	70481587	AI	2	10/28/2012	50	11/2/2012	11/1/2012
701254	632	\$ (892.00)	QG	81027749	AE	9	10/23/2012	50	10/29/2012	11/1/2012
701254	9999	\$ (1,225.22)		0	0	9999	0	8000	10/30/2012	11/1/2012
701254	632	\$ (1,825.00)		26	310260	AH	1	50	10/30/2012	11/1/2012
701254	632	\$ (1,990.25)		26	309858	AE	5	50	10/30/2012	11/1/2012

503,241.66

***Travis County Hospital and Insurance Fund - County Employees
UHC Payments Deemed Not Reimbursable***

For the payment week ending: 11/2/2012

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 11/1/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 55,242.17
	RR	1110068956	516110	\$ 7,489.15
			Total CEPO	\$ 62,731.32
EPO	EE	1110068956	516030	\$ 108,161.58
	RR	1110068956	516130	\$ 25,091.71
			Total EPO	\$ 133,253.29
PPO	EE	1110068956	516020	\$ 280,270.14
	RR	1110068956	516120	\$ 26,986.91
			Total PPO	\$ 307,257.05
			Grand Total	\$ 503,241.66

ITEM 18



Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/12

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

JB

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 9.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Poirot, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

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



HRMD Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

November 13, 2012

ITEM # :

DATE: November 2, 2012

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

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Diane Poirot, Director, HRMD *DP*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 9.

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	139	Customer Support Analyst I	20 / Level 3 / \$52,894.40	20 / Level 3 / \$52,894.40
District Atty	114	Court Clerk I*	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
Juvenile Probation	64	Juvenile Probation Ofcr II	16 / Level 1 / \$38,147.20	16 / Level 1 / \$38,147.20
Juvenile Probation	75	Juvenile Detention Ofcr I**	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
Records Mang & Comm Resrc	33	Imaging Production Tech	11 / \$32,357.78	11 / \$32,357.78
Sheriff	1482	Cadet**	80 / Step 1 / \$38,919.50	80 / Step 1 / \$38,919.50
* 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 Atty	20023	Office Asst	10 / \$11.87	10 / \$11.87	02
County Clerk	20059	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20347	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20355	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20359	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20360	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20364	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20395	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20409	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20421	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20450	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20458	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20464	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20465	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20491	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20500	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20516	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20537	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20561	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20581	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20599	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20603	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20610	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20616	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20620	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20621	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	20628	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02

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

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23020	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23022	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23032	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23034	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23036	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23047	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23048	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23050	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23053	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23054	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23059	Elec Clk Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23071	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23080	Elec Clk Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
TNR	50100	Park Tech I	8 / \$11.00	8 / \$11.00	05
**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
TNR	Slot 20061 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50035 / Park Tech I / Grd 8 / \$11.00	Status changed from Temporary Worker (02) to Project Worker (05).
TNR	Slot 20067 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50008 / Park Tech I / Grd 8 / \$11.00	Status changed from Temporary Worker (02) to Project Worker (05).

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
TNR	Slot 20075 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50006 / Park Tech I / Grd 8 / \$11.00	Status changed from Temporary Worker (02) to Project Worker (05).
TNR	Slot 50038 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50042 / Park Tech II / Grd 10 / \$12.00	Promotion Temporary.

CAREER LADDERS – POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	301	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	341	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$54,414.67	\$58,681.38	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	358	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	381	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	426	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	460	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	567	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	799	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	886	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1101	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1140	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1145	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1488	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1824	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$52,301.81	\$55,962.82	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1825	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrmnt / Grd 74	\$54,414.67	\$58,681.38	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1829	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1830	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1832	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1833	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1836	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$44,368.27	\$48,226.26	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1860	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1861	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized

CAREER LADDERS – NON-POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Pretrial Services	32	Pretrial Ofcr II* / Grd 17	Pretrial Ofcr III / Grd 18	\$42,185.94	\$45,138.96	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 254 / Legal Secretary / Grd 15 / \$46,557.61	District Atty	Slot 75 / Legal Secretary Sr / Grd 16 / \$48,885.49	Promotion. Pay is between midpoint and max of pay grade.
ITS	Slot 47 / Customer Support Tech / Grd 17 / \$41,415.63	ITS	Slot 47 / Customer Support Tech / Grd 17 / \$42,615.63	Salary adjustment. Pay is between min and midpoint of pay grade.
ITS	Slot 48 / Customer Support Tech / Grd 17 / \$41,415.63	ITS	Slot 47 / Customer Support Tech / Grd 17 / \$42,615.63	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 51 / Juvenile Probation Ofcr II / Grd 16 / \$48,503.10	Juvenile Probation	Slot 178 / Juvenile Probation Ofcr III / Grd 17 / \$50,928.25	Promotion. Pay is between midpoint and max of pay grade.
Sheriff	Slot 211 / Corrections Ofcr Sr* / Grd 83 / \$50,639.68	Sheriff	Slot 279 / Corrections Ofcr Sr* / Grd 83 / \$50,639.68	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 387 / Corrections Ofcr Sr / Grd 83 / \$50,639.68	Sheriff	Slot 1541 / Corrections Ofcr Sr* / Grd 83 / \$50,639.68	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* 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
Sheriff	Slot 1630 / Security Coord / Grd 13 / \$35,918.06	Sheriff	Slot 1535 / Security Coord / Grd 13 / \$35,918.06	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1656 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$71,238.13	Sheriff	Slot 211 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$71,238.13	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1880 / Certf Peace Ofcr Sr / Grd 84 / \$65,539.14	Sheriff	Slot 370 / Certf Peace Ofcr Sr / Grd 84 / \$65,539.14	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 449 / Road Maint Worker / Grd 10 / \$29,303.25	TNR	Slot 421 / Road Maint Worker / Grd 10 / \$29,303.25	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 553 / Park Maint Worker Sr / Grd 11 / \$35,893.10	TNR	Slot 558 / Park Maint Worker / Grd 9 / \$32,303.86	Voluntary job change. Pay is between midpoint and max of pay grade.
Actual vs Authorized				

THIS SECTION INTENTIONALLY LEFT BLANK.

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
HHS	185	Contract Compliance Spec / 21692	E	21	Accountant Ld / 21007	E	21
Department requests reclassification in order to meet departmental needs. PBO has confirmed funding available.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



ITEM 19

Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Planning and Budget Office, 854-9106

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on a draft Economic Development Incentive Policy for Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On June 26, 2012, Commissioners Court held a public hearing on the draft economic development policy. Staff has incorporated several suggestions made by the public and reorganized the draft policy for greater clarity. On October 11, 2012, this draft was discussed with the Commissioners Court at a work session, and feedback received has been incorporated in the attached redlined draft policy. Major elements that were highlighted by the Commissioners Court for further discussion include:

- a.) Whether to include both tax abatements and Chapter 381 grants in the policy, or limit incentives to Chapter 381 grants only;
- b.) Whether to require a supermajority of the Commissioners Court to approve any waiver (including leased facilities) or amendment of the policy;
- c.) Whether leasehold improvements should be eligible for incentives or property ownership should be required of an applicant;
- d.) Whether the minimum investment or new jobs creation requirement should be increased;
- e.) Whether to require a company to fill at least 50% of its new jobs with Travis County residents as part of the baseline requirements for an incentive, or whether to consider as a preference that could result in an additional incentive;
- f.) Whether to include desired project location as a baseline requirement rather than as a preference that could result in an additional incentive;
- g.) Whether to require a \$1,000 application fee for each new request for incentives;
- h.) Whether to include other provisions that may be identified during further Court discussions.

STAFF RECOMMENDATIONS:

The Planning and Budget Office request Commissioners Court action on the draft economic development policy.

ISSUES AND OPPORTUNITIES:

See attached presentation and two draft policies, one that combines the ability to grant tax abatements and Chapter 381 grants (commonly referred to as “tax rebates”) and one that is limited to Chapter 381 grants.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge’s Office

Jessica Rio
Cheryl Aker

**TRAVIS COUNTY
ECONOMIC
DEVELOPMENT
POLICY**

Commissioners
Court
Voting Session
November 13, 2012

KEY POLICY CONSIDERATIONS

- Consider and take appropriate action on a draft economic incentives policy for Travis County.
- The following presentation is designed:
 - To guide discussion and deliberations
 - To assist with making decisions about key policy elements and language

SUGGESTED DISCUSSION AREA

- Should incentive policy include both tax abatements and Chapter 381 grants, or limit incentives to Chapter 381 grants only?
- *Staff Recommendation:*
 - Limit incentives to Chapter 381 grants only.
 - Chapter 381 grants provide more flexibility regarding process and stronger controls over contract performance.
 - Tax abatement more strictly controlled by statute, additional steps required to implement

SUGGESTED DISCUSSION AREA

- Should a supermajority of Court be required to waive any element of the policy or amend the policy?
 - *Staff Recommendation:*
 - Do not require a supermajority vote to waive elements of policy or amend policy.
 - Note: If Court wishes to adopt a policy that includes both tax abatements and Chapter 381 grants, 3/4 vote is required by abatement law to amend policy.

SUGGESTED DISCUSSION AREA

- Should leasehold improvements be eligible for incentives or should property ownership be required of an Applicant?
 - *Staff Recommendation:*
 - Leasehold improvements that result in new construction certified by TCAD should be eligible.
 - Term of lease must equal or exceed term of incentive agreement.

SUGGESTED DISCUSSION AREA

- Does Court wish to approve \$25 million minimum for capital investment and creation of at least 50 new jobs, or consider higher requirements?
- *Staff Recommendation:*
 - Retain \$25 million minimum investment, but increase minimum new jobs requirement to 100 new jobs.
 - Increasing new jobs requirement would be consistent with Texas Enterprise program.

SUGGESTED DISCUSSION AREA

- Court provided feedback at October work session to simplify health benefits requirements in policy.
- ***Staff Recommendation:***
 - Applicant must have a human resources benefits policy:
 - Meeting all applicable state and federal requirements
 - Offering group coverage or contribution to health benefits in a dollar amount that provides meaningful opportunity for all workers to purchase coverage for all Employees and Employee family members
 - “All” Employees and Employee family members defined to include same sex/domestic partners

SUGGESTED DISCUSSION AREA

- Should project location become a baseline requirement rather than a preference?
- Should Travis County residency be considered as additional incentive, rather than a baseline requirement?
- *Staff Recommendation:*
 - Reclassify project location as base requirement, with residency as additional incentive at 5% level.

SUGGESTED DISCUSSION AREA

- Should the policy include mandatory recapture provisions?
- *Staff Recommendation:*
 - Modify recapture provisions to allow judgment in assessing when appropriate
 - Projects implemented quickly may not require significant recapture clauses
 - Statutory requirements to consider for tax abatements

SUGGESTED DISCUSSION AREA

- Should the County require an application fee to cover costs of fiscal analysis?
- *Staff Recommendation:*
 - Policy includes \$1,000 fee for analysis of each application.
 - Working with CAPCOG to draft agreement for WebLOCI analysis
 - Annual set-up fee in addition to fee for analysis of each application

BASE INCENTIVE ON INVESTMENT

Investment Amount	Incentive Level
\$25 million – \$100 million	25%
\$101 million – \$200 million	33.5%
Greater than \$200 million	45%

ADDITIONAL INCENTIVE ABOVE BASE

Number of New Jobs	Additional Incentive
100 – 150	6%
151 – 200	10%
Greater than 200	15%

LEED Certification Level	Additional Incentive
Basic	2%
Silver	3%
Gold	4%
Platinum	5%

ADDITIONAL INCENTIVE ABOVE BASE

Preferred Residency	Additional Incentive
Achieve at least 50% of new jobs filled with County residents	5%
Economically Disadvantaged Hiring/Training	Additional Incentive
Several options available to potential applicants	10%

Total incentive not to exceed 80%

PENDING ISSUES TO RETURN TO COURT

Incentive Applicants

- Hiring and training of disadvantaged employees
 - Work with Health & Human Services to more fully define viable program(s) that could be offered to applicants upfront
 - Return to Court with program recommendations and consideration of future budget/funding policies

Contractors Hired by Applicants

- Work with City to develop common approach and return to Court with recommendations
 - Prevailing wage for temporary construction jobs
 - Wage floor for temporary construction jobs
 - OSHA training for temporary construction job



QUESTIONS/ DISCUSSION

11/13/12 DRAFT –STAFF RECOMMENDATIONS

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY,
GUIDELINES AND CRITERIA

28.001 AUTHORIZATION

(a) **General.** The Travis County Commissioners Court is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Chapter 381 [specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.

(b) **Purpose.** The purpose of this Policy includes the following:

(i) to encourage economic stimulation and prosperity by attracting new businesses to the County;

(ii) to enhance the County tax base by attracting new businesses that will make significant investments in new construction;

(iii) to assist with workforce development in the County by attracting companies that offer significant numbers of new jobs and/or training to current residents who are unemployed or under-employed;

(iv) to encourage diversity of the County's economy by attracting businesses that will contribute to the economy by broadening the scope of business and industry within the County; and

(v) to attract significant new businesses that also help promote the growth of other new businesses needed to provide supporting services or supplies, particularly small companies.

28.002 DEFINITIONS

(a) "Agreement," or "Incentive Agreement" means a contractual agreement between a property owner and/or lessee (and lessor) and an eligible jurisdiction granting or pertaining to an Incentive under this Policy, including any contract entered into under this Policy.

(b) "Applicant" means an authorized representative of a legal business entity who requests in writing the consideration of a proposal for Incentives under this Policy.

(c) "Commissioners Court" means the Travis County Commissioners Court.

(d) "Competitively-Sited Project" means a project where the Applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations (the project being proposed for Travis County Incentives) are actively being considered by the Applicant.

(e) "Economically Disadvantaged" means a Travis County resident who meets one of the following requirements:

(i) Has a verified income of 200% or less of the current Federal Poverty Guidelines;
or

(ii) Meets two or more of the criteria under the definition of "economically disadvantaged" under TEXAS GOVERNMENT CODE, Section 2303.402(2)(c)(1) – (9) (with documented evidence of such eligibility).

(f) "Eligible Project" means a proposed development which qualifies for Incentives under this Policy by meeting the requirements set forth in Section 28.003(a).

(g) "Eligible Property" means all property (real and business personal) subject to assessment by the Travis Central Appraisal District (TCAD) for the determination of ad valorem taxes that is the subject of any Agreement under this Policy. Eligible Property will be limited to:

(i) real property on which the facility is located (entire approved site as set forth in the Agreement);

(ii) the new construction improvements on the site; and

(iii) new business personal property placed within a facility within the same year the new facility is counted as new construction by TCAD or as agreed to in a specific phasing provision in the Agreement.

In no event shall the Incentive granted in any one year exceed the total ad valorem tax revenue received/due Travis County from the company's cumulative new construction as certified by TCAD. To be eligible and subject to receive Grant Incentives, property, both real and business personal, must also be owned by the Applicant seeking the tax incentive over the entire term of the Agreement; and taxes on that property must be paid by the Applicant seeking the tax incentive. In the case of a project that includes a leasehold interest in real estate that has been approved by the Commissioners Court pursuant to this Policy, the company may retain eligibility for incentives as long as the County is provided a copy of the lease agreement that indicates the obligation of the company to pay all ad valorem taxes (either directly or indirectly) and the company agrees to provide the County with a copy of the cancelled check indicating payment of those ad valorem taxes each year in which incentives are requested.

(h) "Employee" means a person:

(i) whose employment is permanent, full-time and non-seasonal; and

(ii) who is employed by the Applicant for Incentive for a minimum of 1,750 hours per year; and

(iii) whose employment is reflected in the Applicant's report filed with the TWC on December 31 of each year, or reflected in other acceptable company generated and certified payroll report or other documentation of employment deemed adequate by County.

It is understood that, in order to receive Incentives based on employment numbers, Applicant must also provide documentation that required health insurance benefits [see Section 28.003(b)(iii)] are provided.

(i) "Grant Incentives" means the grant funds paid by County as a result of performance of obligations under an Agreement, the amount of which is based on a percentage of specified ad valorem taxes paid on certain Eligible Property pursuant to that Agreement entered into under this Policy as authorized by TEXAS LOCAL GOVERNMENT CODE, Chapter 381, and other applicable laws, rules, regulations and policies.

(j) "Incentive(s)" means the benefit granted under an Agreement entered into pursuant to this Policy and applicable statutes, including and Grant Incentive.

(k) "Investment" means the capital investment made by the Applicant in new construction and new taxable business personal property as indicated in documentation rendered to TCAD annually. Rendition to TCAD is required by County in order to receive Incentives under this Policy. Applicant will provide a copy of that rendition to County with its reporting information. The Investment total will not include payroll, cost of goods sold, or any other investment not directly related to Eligible Property, as determined by County.

(l) "PBO" means Travis County Planning and Budget Office.

(m) "Taxable Value of Eligible Property" means the certified appraised value of Eligible Property, as finally determined by TCAD.

(n) "TCAD" means Travis Central Appraisal District.

(o) "TCEQ" means the Texas Commission on Environmental Quality.

(p) "TWC" means the Texas Workforce Commission.

28.003 AUTHORIZED FACILITIES

(a) **Preferred Facilities.** In considering an application for Incentives under this Policy, preference will be given to an Applicant if it seeks to locate any of the following within Travis County:

(i) Convergence Technology Facility, defined as a company engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

(ii) Creative Media Facility, defined as a company engaged in the creation, development, production and distribution of musical works, motion pictures, television and other forms of video programming and content, video games, advertising and informational content.

(iii) Green Industries, defined as companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation, renewable energy or alternative fuel technology. "Resource conservation" includes companies involved in the research, development and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.

(iv) Corporate/Professional Headquarters, defined as the main office from which a regional, national or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human

resources, financial operations, advanced information technology operations, consulting and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.

(v) **Healthcare and Life Sciences Facility**, defined as companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.

(vi) **Regional Live Entertainment or Fine Arts Facility**, defined as buildings and structures, including fixed machinery and equipment, used as a venue for live entertainment or the display of fine arts through the admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

(vii) **Research and Development Facility**, defined as buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes of such, or current technology in biomedicine, electronics or pre-commercial emerging industries.

(viii) A business that will provide substantial opportunities for employment for Economically Disadvantaged individuals.

(ix) Other businesses approved by the Commissioners Court that will provide substantial opportunities to enhance or diversify the County's economy.

(b) **Retail Developments**. Developments which are primarily for retail may be reviewed on a case-by-case basis to determine eligibility for Incentive, but will not be considered as preferred development proposals.

(c) **Leased Facilities**. Existing leased facilities will only be eligible for Incentives under this Policy if:

(i) the minimum investment requirement [Section 28.004(a)] is met for new construction by the renovation or building of facilities or addition of business personal property, which are certified by TCAD as new construction; and

(iii) the company shows proof of: obligation of company in the leasehold agreement to pay all ad valorem taxes (either directly or indirectly); payment by the company of the ad valorem property taxes related to such new construction and/or eligible business personal property; and

(iv) the amount of the Incentive is based only on business personal property or real property improvements certified as new construction by TCAD.

If the above conditions are met and leased property will be utilized for new construction that is granted a tax Incentive, the Agreement will be executed with both the lessor (owner) and lessee of the land on which the facility is located provided that the term of the lease is equal to or exceeds the term of the Agreement.

(d) **Findings.** An agreement cannot be entered into unless the Commissioners Court finds: that the terms of the Agreement and the Property subject to the Agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

(e) **Commissioners Court Ownership.** Property that is owned or leased by a person who is a member of the Commissioners Court (or staff of such member) is excluded from receiving Incentives under this Policy.

28.004 BASE INCENTIVE

(a) **Eligible Project.** To be eligible for consideration for the base Incentive a project must meet the following criteria:

(i) Include additions of investment in new construction of Eligible Property, as certified by TCAD, which totals at least twenty-five million dollars (as shown by the Applicant's annual tax rendition, a copy of which will be provided to County) by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the Agreement is completed or the year in which the Incentive begins;

(ii) Not solely or primarily have the effect of transferring employment from one part of the County to another;

(iii) Provide additional full-time, non-seasonal jobs for at least 100 Employees within the time period or periods set forth in the Agreement, with additional Incentive available for more than 100 new jobs [(see Section 28.005(b))];

(iv) Be competitively-sited;

(v) Have a human resources benefits policy:

(A) meeting all applicable state and federal requirements and

(B) including the Applicant's offering group coverage or contribution to health benefits in a dollar amount that provides meaningful opportunity for all workers to purchase coverage for all Employees and Employee family members ("all" Employees and Employee family members defined to include same sex/domestic partners). The company will be considered to have met this requirement if the Company's corporate policy allows exclusion of Employee's spouse/partner if that spouse is eligible for similar benefits from the spouse's employer and exclusion of Employee's children if the children are eligible for benefits under another policy such as the Children's Health Insurance Program (CHIP).

(vi) **Location.** An Eligible Project must be located in a Travis County Regional Activity Center located in an area:

- identified in a county's comprehensive plan (a plan adopted, or to be adopted, by the Commissioners Court for the long-range development of the

- unincorporated area of the County which is used to coordinate and guide County programs);
- a Conservation Development that conforms to the provisions of the County Conservation Development Order (Travis County Code, Chapter 82, Subchapter A);
- areas designated in the City of Austin ~~Desired Development~~ Zone; or
- in another targeted area specifically identified by Travis County for economic development preference at the time this Policy is approved or at any time this Policy is in effect.

A specific Regional Activity Center, Conservation Development, or other area described above must be identified in the Agreement approved by the Commissioners Court and cannot be added to the Agreement at a later date.

(vii) Provide County with a copy of the Applicant's equal employment opportunity policy. If the Applicant does not have a written equal employment policy at the time of application, Applicant may provide County with a written plan for adoption of such policy, to be completed and provided to the County prior to any Agreement being executed. NO Agreement will be entered into until the copy of the policy is provided to County;

(viii) Have been evaluated using an economic development software program (currently, webLOCI, but subject to change at County's discretion) which calculates the benefits and costs to the County from Incentive deals, including the payments and the cost of County services, with such evaluation having a cash-positive result; and

(ix) Provide salaries to all Employees, including contract Employees, at an hourly wage that equals or exceeds the County's established minimum wage.

(x) Meet specified County requirements related to wages and safety conditions for employees hired by contractors for construction of the Company's facilities related to the incentive Agreement.

A proposal which meets the above criteria will be considered an Eligible Project. This establishes initial eligibility but does not ensure the granting of Incentives by Travis County.

(b) **Base Incentive Amount.** An Eligible Project may receive a base Incentive of up to 45% of ad valorem taxes on new value of Eligible Property if the Applicant shows a minimum investment as set forth in Section 28.004(a), with the percentage determined as follows:

Investment Amount	Base Incentive Percentage
\$25 Million to \$100 Million	up to 25%
\$101 Million to \$200 Million	up to 33.5%
More than \$200 Million	up to 45%

28.005 ABOVE BASE INCENTIVE.

(a) **Maximum Incentive.** No Incentive will be granted that exceeds eighty percent (80%), regardless of the total above-base requirements that an Applicant may fulfill. Additional Incentives above the base may be considered as set forth in this Section 28.005.

(b) **Jobs.**

(i) **Additional Incentive.** An additional Incentive of up to fifteen percent (15%) may be granted based on Employee jobs created as follows:

Number of Jobs	Additional Incentive Percentage
100 – 150	up to 6%
151 – 200	up to 10%
201 +	up to 15%

(ii) **Advertising.** To qualify for additional Incentive for jobs created, Applicant must advertise jobs and provide documentation of such on public job boards (i.e., Workforce Solutions) and other resources as identified by County.

(c) **Residency.** An additional Incentive of 5% may be granted if the Company fills at least 50% of its new positions for the project with Travis County residents. For purposes of this requirement, "residency" will be defined as having a permanent address within Travis County and not having worked for the Company prior to the Effective Date of the Agreement.

(d) **Leadership in Energy and Environmental Design (LEED) Certification.**

(i) **Additional Incentive.** An additional Incentive of up to five percent (5%) may be given for Leadership in Energy and Environmental Design (LEED) certification.

(ii) **Level of Certification.** If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U. S. Green Building Council (USGBC) seeking LEED Certification, then PBO may recommend approval of an additional Incentive based upon the level of certification obtained after completion of construction as follows:

LEED Certification Level	Additional Incentive Percentage
Basic	up to 2%
Silver	up to 3%
Gold	up to 4%
Platinum	up to 5%

(iii) **Registration.** Applicant must be registered with USGBC seeking LEED Certification prior to submitting its application for additional LEED Incentive to the County. The additional Incentive for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the Applicant and acceptable documentation provided to County of that certification.

(e) **Economically Disadvantaged Hiring/Training.** An additional Incentive of up to ten percent (10%) for training and/or hiring of Economically Disadvantaged residents may be granted as follows:

(i) **Option A – Needs Based Scholarships.**

(A) **Scholarship.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing needs based scholarships covering at least 50% of the

full tuition cost of a degree or certification (with "tuition" being defined to include all required fees, books and actual tuition costs) to Economically Disadvantaged individuals.

(B) Number. Scholarships under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to fund 20 scholarships.

(C) Administration. The administration of the needs based scholarship must be provided through an institute of higher education, an independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs based scholarship shall be provided by the educational or workforce training program administering the program.

(ii) Option B – Full Time Employment.

(A) Employment. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing full time employment to Employees who have been participants in any needs based scholarship program or workforce training program approved by Travis County.

(B) Number. Employment under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment annually. For example, if Applicant will have 200 full time Employees, Applicant would have to hire and retain 20 Economically Disadvantaged individuals to qualify for the additional incentive.

(C) Administration. Verification of the employment of Economically Disadvantaged Travis County residents shall be met through documentation by the Applicant that:

(i) the full time Employee has been a recipient of any qualifying based scholarship (as approved by County) within the last four years; or

(ii) the full time Employee has completed a workforce training program approved by Travis County within the last four years.

(iii) Option C – Monetary Donations.

(A) Donation. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing a specified monetary donation (the amount to be included in the Agreement) to a workforce training program approved by Travis County or to an established Travis County workforce training fund, if such a fund is established.

(B) Administration. Verification of the donation to the workforce training program must be provided by that program; verification of the donation to a Travis County funds will be provided by County.

(iv) Option D – Other Participation. Applicant may pursue additional Incentive under this subsection 28.005(e) by participating to the level negotiated in the Agreement in an approved Travis County program designed to enhance workforce training/hiring of Economically

Disadvantaged. For example, Applicant could agree to participate by providing a specified number of internships under the County summer youth employment program.

(v) Other Requirements. If Applicant pursues additional Incentive under Option A or Option B above:

(A) Pre-Approval. Travis County, through Travis County Health, Human Services and Veterans Services, must pre-approve any proposal by the Applicant under this subsection 28.005(e) as to the educational institution, program or needs based scholarship program.

(B) Addition to Agreement. At the request of the Applicant, and at the discretion of the Commissioners Court, a training and hiring Incentive provision [as set out in this subsection 28.005(e)] may be added as an amendment to a prior Incentive Agreement approved by Commissioners Court. Additional Incentive for such added provision will only be granted effective as of the date of the fully executed amendment.

28.006 PROCESS

(a) General.

(i) Initial Proposal. A company will make written application for Incentives pursuant to the applicable provisions of this Policy. PBO will review the initial application and make recommendation to the Commissioners Court regarding the proposal. The Commissioners Court will, at its sole discretion, determine whether to grant the Incentive, the level of the Incentive to be granted and the terms of the Agreement.

(ii) No Limitation. Nothing in this Policy is meant to or will be construed to limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement; or limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application or request for Incentive; or create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for Incentives.

(b) Application Package. Components of a complete application package establishing minimum qualifications for a base Incentive will include:

(i) a completed Travis County Application form (Exhibit 1 of this Policy);

(ii) a non-refundable check in the amount of \$1,000.00 payable to Travis County;
and

(iii) a completed narrative prepared in accordance with the template provided in the County application including, but not limited to:

(A) an investment budget detailing components and costs of the Eligible Property for which Incentive is requested, including type, number, economic life and eligibility for a tax exemption granted by TCEQ, if known;

(B) a map and legal description of the property/properties, if a location or alternate locations have been identified, with the understanding that this information will

be provided prior to the execution of the Agreement if not available at the time of application;

(C) a time schedule for undertaking and completing the proposed improvements;

(D) a ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in part by the Applicant, as defined in "Environmental and Worker Safety Qualification;

(E) an affidavit by the Applicant affirming that the application is a Competitively-Sited Project and acknowledging that documentation confirming the competitive process will be provided to County if an Incentive is granted by Travis County prior to the execution of the final Agreement; failure to provide the acceptable documentation of being a Competitively-Sited Project will result in the termination of Agreement negotiations;

(F) information pertaining to the reasons that the requested Incentive is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting the assertion that "but for" an Incentive, the stated project could not be constructed in the County);

(G) copies of the report filed with the TWC for December 31 of the last complete year prior to the filing of the application documenting the current number of full time non-seasonal Employees, and full-time contract Employees , if any, at the time the application is submitted. Applicant may substitute another company-generated and certified payroll report or other documentation of employment for the previous year deemed adequate by County to provide the above information;

(H) financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the Applicant's proposal; and

(I) certification prepared by the Travis County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for Incentives, particularly above base Incentives, may be included if the Applicant desires those proposal to be considered or may be requested on a case by case basis.

(c) **Additional Information – Leased Facility.** The Applicant will provide County, as a part of the application package, the name and address of the lessor and a copy of the proposed lease agreement, or option contract (with a final copy of the executed lease to be provided to County prior to execution of the Agreement). In the event a lease or option contract has already been executed with the owner of the site, the document should include a provision whereby Incentive Applicant may terminate such contract or lease in the event that the County does not grant an Incentive. Leased property will only be considered for Incentives as to the Eligible Property being proposed. The lease term must extend for at least as long as the requested Incentive Agreement term and the Lease agreement must include the requirement that the Company pay the Ad Valorem taxes (either directly or indirectly) throughout the term of the Agreement.

(d) **Initial County Review by PBO.** Any current or potential owner or lessee of taxable property in the County may request an Incentive by filing a completed application (an application which includes all information set forth in this Policy and deemed necessary by County to make a full assessment of the proposal) with the County Judge, with a copy to PBO prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for Incentive and PBO will begin the assessment pursuant to this Policy. PBO may request additional information and clarification from the Applicant as necessary to complete the application. PBO, in consultation with the County Judge, will create an assessment of the proposal and make a best effort to respond to a completed application in a timely manner upon receiving the completed application and completing the financial analysis. The response will include notification by PBO which either:

(i) notifies the Applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or

(ii) notifies the Applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.

(e) **County Assessment of Application.** Upon receipt of a completed application and completion of the necessary financial analysis, PBO shall determine whether a project meets the minimum threshold for consideration by the Travis County Commissioners Court for a base Incentive and any additional Incentive under this Policy. If PBO determines that the threshold has been met, or that the proposal warrants consideration with the possibility of waivers, PBO shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session. County will make every effort to offer the application for consideration by the Commissioners Court in a timely manner after receipt of the completed application and completion of the financial analysis.

(f) **Consideration.** The Commissioners Court will consider the proposed application for any Incentive in a regularly scheduled voting session with opportunity for public comment.

28.007 LIMITATIONS

(a) **County Indebtedness.** No Incentive shall be approved or allowed if the Applicant is indebted to the County or any other local taxing jurisdiction for past due ad valorem taxes or other obligations.

(b) **Incentive on New Value.** Incentives may only be granted for the increase in taxable value of Eligible Property on or after the effective date of the Agreement granting the Incentive if the Eligible Property is listed by kind or type in the Agreement between the County and Applicant, subject to such limitations as the Commissioners Court and the TEXAS TAX CODE (and other applicable statutes) may require.

(c) **Duration.** An Incentive Agreement between Travis County and an Applicant (and, if applicable, the Applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years.

(f) **Failure to Meet Requirements.** No Incentive shall be given for any year in which the Eligible Project fails to meet the contractually-defined minimum new investment requirements and job requirements as set forth in the Agreement, and any other requirements as specified in the Agreement.

(g) **Prior Construction or Improvements.** The County will not enter into an Incentive Agreement if it finds that an application was received after a project commenced construction or installation of improvements which are proposed to be considered for Incentive.

(h) **Non-Compete Agreements.** An Incentive will not be granted for projects whose competitive siting consists only of consideration of taxing jurisdictions that have agreed with County to forego the use of tax incentives in competing with the County for such projects.

28.008 AGREEMENT TERMS

(a) **Negotiation.** After the approval of the general concept of the initial proposal by the Commissioners Court, the County may negotiate and execute an Agreement with the owner of the facility (and/or lessee/lessor, where applicable) as required by this Policy and applicable law. Travis County will make all reasonable efforts to execute an Agreement in a timely manner upon the Court's approval to commence negotiations.

(b) **Terms.** The terms of the Agreement will include:

(i) A requirement that the Applicant annually submit (or provide acceptable access for monitoring purposes) notarized written certification to PBO of compliance with the Agreement terms, including the following:

(A) A January Employee count for the Eligible Project which is the subject of the Agreement which corresponds to Employee counts reported in the facility Employer's Quarterly Report to TWC (or other acceptable company-generated and certified payroll report or other documentation of employment deemed adequate by County) for the quarter most recently ended at calendar year-end;

(B) A description of employment, including: the number of jobs created as a direct result of the improvements which are the subject of the Incentive Agreement; the number of Employees in other facilities located within Travis County; and the compliance with the environmental and worker safety requirements in the Agreement for the preceding calendar year, as of January 1, as required by the Agreement;

(C) A copy of the tax bill for the year for which Incentives are claimed and proof of payment; and

(D) Other reporting data and documentation necessary to confirm compliance with all terms and conditions of the Agreement and to evaluate long-term effects of the performance of the Agreement terms.

Submission of all required reporting information shall be used to determine Incentive eligibility and shall be subject to audit if requested by the Commissioners Court. Failure to submit will result in the ineligibility to receive an Incentive.

(ii) A provision requiring the Applicant to allow the County or other authorized representatives (including third-party consultant/auditor) to have access and the ability to review and evaluate all Applicant information and data related to the performance of the Agreement on-site or as provided to County to confirm compliance and to perform other evaluation of long-term results of the Agreement.

(iii) A requirement that the owner or lessee will:

(A) obtain and maintain all required permits and other authorization from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waste; and

(B) seek a permit from the TCEQ for all grandfathered units on the site of the facility by filing with the TCEQ, within three years of receiving the Incentive, a technically complete application for such a permit.

(iv) A requirement that the Applicant provide to PBO within one month of executing the Agreement documentation confirming the Eligible Project was in fact part of a competitively-sited process where applicable. Documentation may include, but will not be limited to:

(A) documentation (correspondence or financial information) presented to the Applicant by other taxing jurisdictions; and

(B) results of a competitive site survey conducted by Applicant (or consultant for the Applicant).

Failure to provide this documentation confirming a competitively-sited process will make any Incentive Agreement null and void or subject to a reduction in Incentive, as determined by the Commissioners Court.

(v) If appropriate based on the timing of the Eligible Project, and related Investment, and creation of new jobs (as determined by the Commissioners Court), a requirement for recapture of the Incentive received by Applicant for the last five (5) years of the Agreement if the Applicant fails by the termination date to fulfill the requirement for the total Investment amount and the total number of new jobs to be created.

(vi) A statement certifying that the Applicant does not and will not knowingly employ an undocumented worker; and, if after receiving Incentives under the Agreement, the company is convicted of a violation under 8 U.S.C., Section 1324a(f), the company will repay the amount of Incentive, with interest at the rate and according to the other terms of the Agreement not later than the 120th day after the date the company is notified by County of the violation.

(vii) A statement whereby the Applicant warrants that none of the Property subject to the Agreement is owned or leased by any member of the Commissioners Court (or staff of such member).

(viii) Other terms and conditions as required by applicable law or determined by the Commissioners Court to be necessary.

28.009 OTHER PROVISIONS

(a) **Assignment.** An Incentive Agreement may be assigned to a new owner or lessee of a facility with the prior written consent of the Commissioners Court, which consent will not be unreasonably withheld. Any assignment shall provide that the assignee will irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment will be to an owner that continues the same improvements or repairs to the property (except to the extent such improvements or repairs have been completed), and

continues the same use of the facility as stated in the original Agreement with the initial Applicant. No assignment will be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

(b) **Amendments and Waivers.**

(i) **Agreement Changes.** Amendment of any Agreement entered into under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and conditions of the amendment reflect provisions which could have been included in the original Agreement under this Policy and which meet all applicable statutory requirements. Submissions for amendments to an Agreement will be made in writing to PBO.

(ii) **Waivers of Policy Requirements.** The Commissioners Court reserves the right to waive any provision of this Policy that is not required by law upon determination that the waiver requested does not violate the purpose of the Policy and is in the best interest of the County.

(c) **Application of Policy.** Application of this Policy will be implemented as of the effective date set forth in Section 28.010; however, the Commissioners Court may consider the terms of this Policy as guidelines in evaluating proposals for Incentives submitted prior to the adoption of this Policy as desired by the Commissioners Court.

28.010 SUNSET PROVISION. The guidelines and criteria set forth in this Policy are effective _____, 2012.

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY,
GUIDELINES AND CRITERIA

28.001 AUTHORIZATION

(a) **General.** The Travis County Commissioners Court is authorized to develop and administer a program to stimulate business and commercial activity in Travis County pursuant to LOCAL GOVERNMENT CODE, Chapter 381 [specifically, Sections 381.004(b) and 381.004(g)], and other applicable statutes.

*(b) **Tax Abatement Resolution.** Travis County has adopted a Resolution stating that Travis County elects to become eligible to participate in tax abatement under TEXAS TAX CODE, CHAPTER 312. That same Resolution states that Travis County elects to become eligible to participate in tax abatement under TEXAS LOCAL GOVERNMENT CODE, Section 381.004(g), and applicable portions of TEXAS TAX CODE, Chapter 312. Tax abatement agreements which are entered into under TEXAS LOCAL GOVERNMENT CODE, Section 381.004(g) shall be subject to the requirements of that statute (which includes by reference limited provisions of TEXAS TAX CODE, Chapter 312); and tax abatement agreements which are entered into under TEXAS TAX CODE, Chapter 312 shall be subject to the requirements of that statute whether or not specifically set forth in this Policy.*

(c) **Purpose.** The purpose of this Policy includes the following:

(i) to encourage economic stimulation and prosperity by attracting new businesses to the County;

(ii) to enhance the County tax base by attracting new businesses that will make significant investments in new construction;

(iii) to assist with workforce development in the County by attracting companies that offer significant numbers of new jobs and/or training to current residents who are unemployed or under-employed;

(iv) to encourage diversity of the County's economy by attracting businesses that will contribute to the economy by broadening the scope of business and industry within the County; and

(v) to attract significant new businesses that also help promote the growth of other new businesses needed to provide supporting services or supplies, particularly small companies.

28.002 DEFINITIONS

*(a) **"Abatement"** means partial exemption from ad valorem taxes of Eligible Property in a reinvestment zone designated for economic development purposes pursuant to TEXAS TAX CODE, Chapter 312; TEXAS LOCAL GOVERNMENT CODE, Chapter 381; Travis County Code, Chapter 28.*

"Travis County Economic Development Incentives Policy Guidelines and Criteria;" and other applicable laws, rules, regulations and policies.

(b) "Agreement," or "Incentive Agreement" means a contractual agreement between a property owner and/or lessee (and lessor) and an eligible jurisdiction granting or pertaining to an Incentive under this Policy, including any contract entered into under this Policy (rebate Grant Incentive or abatement).

(c) "Applicant" means an authorized representative of a legal business entity who requests in writing the consideration of a proposal for Incentives under this Policy.

(d) "Commissioners Court" means the Travis County Commissioners Court.

(e) "Competitively-Sited Project" means a project where the Applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation or new operations (the project being proposed for Travis County Incentives) are actively being considered by the Applicant.

(f) "Economically Disadvantaged" means a Travis County resident who meets one of the following requirements:

(i) Has a verified income of 200% or less of the current Federal Poverty Guidelines;
or

(ii) Meets two or more of the criteria under the definition of "economically disadvantaged" under TEXAS GOVERNMENT CODE, Section 2303.402(2)(c)(1) – (9) (with documented evidence of such eligibility).

(g) "Eligible Project" means a proposed development which qualifies for Incentives under this Policy by meeting the requirements set forth in Section 28.003(a).

(h) "Eligible Property" means all property (real and business personal) subject to assessment by the Travis Central Appraisal District (TCAD) for the determination of ad valorem taxes that is the subject of any Agreement under this Policy. Eligible Property will be limited to:

(i) real property on which the facility is located (entire approved site as set forth in the Agreement);

(ii) the new construction improvements on the site; and

(iii) new business personal property placed within a facility within the same year the new facility is counted as new construction by TCAD or as agreed to in a specific phasing provision in the Agreement.

In no event shall the Incentive granted in any one year exceed the total ad valorem tax revenue received/due Travis County from the company's cumulative new construction as certified by TCAD. To be eligible and subject to rebate Grant Incentives or abatement, property, both real and business personal, must also be owned by the Applicant seeking the tax incentive over the entire term of the Agreement; and taxes on that property must be paid by the Applicant seeking the tax incentive. In the case of a project that includes a leasehold interest in real estate that has been approved by the Commissioners Court pursuant to this Policy, the company may retain eligibility for incentives as long as the the County is

provided a copy of the lease agreement that indicates the obligation of the company to pay all ad valorem taxes (either directly or indirectly) and the company agrees to provide the County with a copy of the cancelled check indicating payment of those ad valorem taxes each year in which incentives are requested.

- (i) "Employee" means a person:
 - (i) whose employment is permanent, full-time and non-seasonal; and
 - (ii) who is employed by the Applicant for Incentive for a minimum of 1,750 hours per year; and
 - (iii) whose employment is reflected in the Applicant's report filed with the TWC on December 31 of each year, or reflected in other acceptable company generated and certified payroll report or other documentation of employment deemed adequate by County.

It is understood that, in order to receive Incentives based on employment numbers, Applicant must also provide documentation that required health insurance benefits [see Section 28.003(b)(iii)] are provided.

(j) "Incentive(s)" means the benefit granted under an Agreement entered into pursuant to this Policy and applicable statutes, including tax abatement and ~~tax-rebate~~ Grant Incentive.

(k) "Investment" means the capital investment made by the Applicant in new construction and new taxable business personal property as indicated in documentation rendered to TCAD annually. Rendition to TCAD is required by County in order to receive Incentives under this Policy. Applicant will provide a copy of that rendition to County with its reporting information. The Investment total will not include payroll, cost of goods sold, or any other investment not directly related to Eligible Property, as determined by County.

(l) "PBO" means Travis County Planning and Budget Office.

(m) "~~Rebate~~Grant Incentives" means the grant funds paid by County as a result of performance of obligations under an Agreement, the amount of which is based on a percentage of specified ad valorem taxes paid on certain Eligible Property pursuant to that Agreement entered into under this Policy as authorized by TEXAS LOCAL GOVERNMENT CODE, Chapter 381, and other applicable laws, rules, regulations and policies.

(n) "Supermajority Vote" means a vote of 4 out of 5 members of the Commissioners Court.
Note: delete definition of Supermajority vote it tax abatement is taken out of the agreement and requirement for SM Vote is taken out of waiver requirement.

(o) "Taxable Value of Eligible Property" means the certified appraised value of Eligible Property, as finally determined by TCAD.

(p) "TCAD" means Travis Central Appraisal District.

(q) "TCEQ" means the Texas Commission on Environmental Quality.

(r) "TWC" means the Texas Workforce Commission.

28.003 AUTHORIZED FACILITIES

(a) **Preferred Facilities.** In considering an application for Incentives under this Policy, preference will be given to an Applicant if it seeks to locate any of the following within Travis County:

(i) Convergence Technology Facility, defined as a company engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

(ii) Creative Media Facility, defined as a company engaged in the creation, development, production and distribution of musical works, motion pictures, television and other forms of video programming and content, video games, advertising and informational content.

(iii) Green Industries, defined as companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation, renewable energy or alternative fuel technology. "Resource conservation" includes companies involved in the research, development and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.

(iv) Corporate/Professional Headquarters, defined as the main office from which a regional, national or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human resources, financial operations, advanced information technology operations, consulting and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.

(v) Healthcare and Life Sciences Facility, defined as companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.

(vi) Regional Live Entertainment or Fine Arts Facility, defined as buildings and structures, including fixed machinery and equipment, used as a venue for live entertainment or the display of fine arts through the admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

(vii) Research and Development Facility, defined as buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes of such, or current technology in biomedicine, electronics or pre-commercial emerging industries.

(viii) A business that will provide substantial opportunities for employment for Economically Disadvantaged individuals.

(ix) A business located in a Reinvestment Zone (required for tax abatement).

(x) Other businesses approved by the Commissioners Court that will provide substantial opportunities to enhance or diversify the County's economy.

(b) **Retail Developments.** Developments which are primarily for retail may be reviewed on a case-by-case basis to determine eligibility for Incentive, but will not be considered as preferred development proposals.

(c) **Leased Facilities.** Existing leased facilities will only be eligible for Incentives under this Policy if:

~~(i) a waiver is granted under Section 28.009(b)(3) to allow the use of leased facilities; and~~

(ii) the minimum investment requirement [Section 28.004(a)] is met for new construction by the renovation or building of facilities or addition of business personal property, which are certified by TCAD as new construction; and

(iii) the company shows proof of: obligation of company in the leasehold agreement to pay all ad valorem taxes (either directly or indirectly); payment by the company of the rebated/abated [ad valorem] property taxes related to such new construction and/or eligible business personal property; and

(iv) the amount of the Incentive is based only on business personal property or real property improvements certified as new construction by TCAD.

If the above conditions are met and leased property will be utilized for new construction that is granted a tax Incentive, the Agreement will be executed with both the lessor (owner) and lessee of the land on which the facility is located provided that the term of the lease is equal to or exceeds the term of the Agreement.

(d) **Findings.** An agreement cannot be entered into unless the Commissioners Court finds: that the terms of the Agreement and the Property subject to the Agreement meet the applicable guidelines and criteria set forth in this Policy; and that the development of the Project will result in substantial immediate and long-term financial benefit to Travis County and significant financial benefit to other taxing entities within Travis County.

(e) **Commissioners Court Ownership.** Property that is owned or leased by a person who is a member of the Commissioners Court (or staff of such member) is excluded from receiving abatement/rebate Incentives under this Policy.

28.004 BASE INCENTIVE

(a) **Eligible Project.** To be eligible for consideration for the base Incentive a project must meet the following criteria:

(i) Include additions of investment in new construction of Eligible Property, as certified by TCAD, which totals at least twenty-five million dollars (as shown by the Applicant's annual tax rendition, a copy of which will be provided to County) by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the Agreement is completed or the year in which the Incentive begins;

(ii) Not solely or primarily have the effect of transferring employment from one part of the County to another;

(iii) Provide additional full-time, non-seasonal jobs for at least ~~50~~ 100 Employees within the time period or periods set forth in the Agreement, with additional Incentive available for more than ~~50~~ 100 new jobs [(see Section 28.005(b)];

(iv) Be competitively-sited;

(v) Have a human resources benefits policy:

(A) meeting all applicable state and federal requirements and

(B) including the Applicant's offering group coverage or contribution to health benefits in a dollar amount that provides meaningful opportunity for all workers to purchase coverage for all Employees and Employee family members ("all" Employees and Employee family members defined to include same sex/domestic partners). The company will be considered to have met this requirement if the Company's corporate policy allows exclusion of Employee's spouse/partner if that spouse is eligible for similar benefits from the spouse's employer and exclusion of Employee's children if the children are eligible for benefits under another policy ~~such as the Children's Health Insurance Program (CHIP).~~

~~(vi) Fill at least 50% of its new positions for the project with Travis County residents. Documentation may be required to indicate the portion of Travis County residents who have been in Travis County at least one (1) year prior to employment as evidence that Applicant is hiring individuals already living in Travis County, thus not increasing the need for additional infrastructure;~~

MOVE "Residency" (vi) to 28.005(c) – add-on requirement.

MOVE "Location" [28.005(d)] to "required:"

(vi) Location.

~~(i) (A) Additional Incentive. If an Eligible Project is located in certain areas identified or designated by County as set forth in this Section 28.005(d)(ii), an additional Incentive of up to five percent (5%) may be granted.~~

~~(ii) (B) Location Incentive. Additional Incentive may be granted for locating An Eligible Project must be located in a Travis County Regional Activity Center located in an area:~~

~~- identified in a county's comprehensive plan (a plan adopted, or to be adopted, by the Commissioners Court for the long-range development of the unincorporated area of the County which is used to coordinate and guide County programs);~~

~~- a Conservation Development that conforms to the provisions of the County Conservation Development Order (Travis County Code, Chapter 82, Subchapter A);~~

~~- areas designated in the City of Austin Desired Development Zone – Growth Concept Map;~~

~~- a Center identified in the 2035 CAMPO plan; or~~

~~- in another targeted area specifically identified by Travis County for economic development preference at the time this Policy is approved or at any time this Policy is in effect.~~

A specific Regional Activity Center, or Conservation Development, or other area described above must be identified in the Agreement approved by the Commissioners Court and cannot be added to the Agreement at a later date.

(vii) Provide County with a copy of the Applicant's equal employment opportunity policy. If the Applicant does not have a written equal employment policy at the time of application, Applicant may provide County with a written plan for adoption of such policy, to be completed and provided to the County prior to any Agreement being executed. NO Agreement will be entered into until the copy of the policy is provided to County;

(viii) Have been evaluated using an economic development software program (currently, webLOCI, but subject to change at County's discretion) which calculates the benefits and costs to the County from Incentive deals, including the payments and the cost of County services, with such evaluation having a cash-positive result; and

(ix) Provide salaries to all Employees, including contract Employees, at an hourly wage that equals or exceeds the County's established minimum wage.

(x) Meet specified County requirements related to wages and safety conditions for employees hired by contractors for construction of the Company's facilities related to the incentive Agreement.

A proposal which meets the above criteria will be considered an Eligible Project. This establishes initial eligibility but does not ensure the granting of Incentives by Travis County.

(b) **Base Incentive Amount.** An Eligible Project may receive a base Incentive (*rebate Grant Incentive or abatement*) of up to 45% of ad valorem taxes on new value of Eligible Property if the Applicant shows a minimum investment as set forth in Section 28.004(a), with the percentage determined as follows:

Investment Amount	Base Incentive Percentage
\$25 Million to \$100 Million	up to 25%
\$101 Million to \$200 Million	up to 33.5%
More than \$200 Million	up to 45%

28.005 ABOVE BASE INCENTIVE.

(a) **Maximum Incentive.** No Incentive will be granted that exceeds eighty percent (80%), regardless of the total above-base requirements that an Applicant may fulfill. Additional Incentives above the base may be considered as set forth in this Section 28.005.

(b) **Jobs.**

(i) **Additional Incentive.** An additional Incentive of up to fifteen percent (15%) may be granted based on Employee jobs created as follows:

Number of Jobs	Additional Incentive Percentage
51-100 151 - 150	up to 6%
101-200 151 - 200	up to 10%

201 +	up to 15%
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(ii) Advertising. To qualify for additional Incentive for jobs created, Applicant must advertise jobs and provide documentation of such on public job boards (i.e., Workforce Solutions) and other resources as identified by County.

~~(c) Residency. An additional Incentive of 5% may be granted of the Company fills at least 50% of its new positions for the project with Travis County residents. Documentation may be required to indicate the portion of Travis County residents who have been in Travis County at least one (1) year prior to employment as evidence that Applicant is hiring individuals already living in Travis County, thus not increasing the need for additional infrastructure. For purposes of this requirement, "residency" will be defined as having a permanent address within Travis County and not having worked for the Company prior to the Effective Date of the Agreement.~~

(e d) Leadership in Energy and Environmental Design (LEED) Certification

(i) Additional Incentive. An additional Incentive of up to five percent (5%) may be given for Leadership in Energy and Environmental Design (LEED) certification.

(ii) Level of Certification. If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U. S. Green Building Council (USGBC) seeking LEED Certification, then PBO may recommend approval of an additional Incentive based upon the level of certification obtained after completion of construction as follows:

LEED Certification Level	Additional Incentive Percentage
Basic	up to 2%
Silver	up to 3
Gold	up to 4%
Platinum	up to 5%

(iii) Registration. Applicant must be registered with USGBC seeking LEED Certification prior to submitting its application for additional LEED Incentive to the County. The additional Incentive for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the Applicant and acceptable documentation provided to County of that certification.

~~(d) Location~~

~~(i) Additional Incentive. If an Eligible Project is located in certain areas identified or designated by County as set forth in this Section 28.005(d)(ii), an additional Incentive of up to five percent (5%) may be granted.~~

~~(ii) Location Incentive. Additional Incentive may be granted for locating an Eligible Project in a Travis County Regional Activity Center located in an area:~~

~~identified in a county's comprehensive plan (a plan adopted, or to be adopted, by the Commissioners Court for the long range development of the unincorporated area of the County which is used to coordinate and programs);~~

~~a Conservation Development that conforms to the provisions of the County Conservation Development Order (Travis County Code, Chapter 82, Subchapter A); areas designated in the City of Austin Desired Development Zone Growth Concept Map; a Center identified in the 2035 CAMPO plan; or in another targeted area specifically identified by Travis County for economic development preference at the time this Policy is approved or at any time this Policy is in effect.~~

~~A specific Regional Activity Center, or Conservation Development, or other area described above must be identified in the Agreement approved by the Commissioners Court and cannot be added to the Agreement at a later date.~~

~~MOVE above to 28.004(a)(vi) – required.~~

(e) **Economically Disadvantaged Hiring/Training.** An additional Incentive of up to ten percent (10%) for training and/or hiring of Economically Disadvantaged residents may be granted as follows:

(i) **Option A – Needs Based Scholarships.**

(A) **Scholarship.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing needs based scholarships covering at least 50% of the full tuition cost of a degree or certification (with "tuition" being defined to include all required fees, books and actual tuition costs) to Economically Disadvantaged individuals.

(B) **Number.** Scholarships under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment **annually**. For example, if Applicant will have 200 full time Employees, Applicant would have to fund 20 scholarships.

(C) **Administration.** The administration of the needs based scholarship must be provided through an institute of higher education, an independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs based scholarship shall be provided by the educational or workforce training program administering the program.

(ii) **Option B – Full Time Employment.**

(A) **Employment.** Applicant may pursue additional Incentive under this subsection 28.005(e) by providing full time employment to Employees who have been participants in any needs based scholarship program or workforce training program approved by Travis County.

(B) **Number.** Employment under this subsection must be provided to a number of Economically Disadvantaged individuals equal to at least ten percent (10%) of the Eligible Project's total employment **annually**. For example, if Applicant will have 200 full time Employees, Applicant would have to hire and retain 20 Economically Disadvantaged individuals to qualify for the additional incentive.

(C) **Administration.** Verification of the employment of Economically Disadvantaged Travis County residents shall be met through documentation by the Applicant that:

(i) the full time Employee has been a recipient of any qualifying based scholarship (as approved by County) within the last four years; or

(ii) the full time Employee has completed a workforce training program approved by Travis County within the last four years.

(iii) Option C – Monetary Donations.

(A) Donation. Applicant may pursue additional Incentive under this subsection 28.005(e) by providing a specified monetary donation (the amount to be included in the Agreement) to a workforce training program approved by Travis County or to an established Travis County workforce training fund, if such a fund is established.

(B) Administration. Verification of the donation to the workforce training program must be provided by that program; verification of the donation to a Travis County funds will be provided by County.

(iv) Option D – Other Participation. Applicant may pursue additional Incentive under this subsection 28.005(e) by participating to the level negotiated in the Agreement in an approved Travis County program designed to enhance workforce training/hiring of Economically Disadvantaged. For example, Applicant could agree to participate by providing a specified number of internships under the County summer youth employment program.

(iv) Other Requirements. If Applicant pursues additional Incentive under Option A or Option B above:

(A) Pre-Approval. Travis County, through Travis County Health, Human Services and Veterans Services, must pre-approve any proposal by the Applicant under this subsection 28.005(e) as to the educational institution, program or needs based scholarship program.

(B) Addition to Agreement. At the request of the Applicant, and at the discretion of the Commissioners Court, a training and hiring Incentive provision [as set out in this subsection 28.005(e)] may be added as an amendment to a prior Incentive Agreement approved by Commissioners Court. Additional Incentive for such added provision will only be granted effective as of the date of the fully executed amendment.

28.006 PROCESS

(a) **General.**

(i) Initial Proposal. A company will make written application for Incentives pursuant to the applicable provisions of this Policy. PBO will review the initial application and make recommendation to the Commissioners Court regarding the proposal. The Commissioners Court will, at its sole discretion, determine whether to grant the Incentive, the level of the Incentive to be granted and the terms of the Agreement.

(ii) No Limitation. Nothing in this Policy is meant to or will be construed to limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement; or limit the discretion of the Commissioners Court to delegate to its employees the authority to

determine whether the Commissioners Court should consider a particular application or request for Incentive; or create any property, contract or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for Incentives.

(b) **Application Package.** Components of a complete application package establishing minimum qualifications for a base Incentive will include:

- (i) a completed Travis County Application form (Exhibit 1 of this Policy);
 - (ii) a non-refundable check in the amount of \$1,000.00 payable to Travis County;
- and
- (iii) a completed narrative prepared in accordance with the template provided in the County application including, but not limited to:
 - (A) an investment budget detailing components and costs of the Eligible Property for which Incentive is requested, including type, number, economic life and eligibility for a tax exemption granted by TCEQ, if known;
 - (B) a map and legal description of the property/properties, if a location or alternate locations have been identified, with the understanding that this information will be provided prior to the execution of the Agreement if not available at the time of application;
 - (C) a time schedule for undertaking and completing the proposed improvements;
 - (D) a ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in part by the Applicant, as defined in "Environmental and Worker Safety Qualification";
 - (E) an affidavit by the Applicant affirming that the application is a Competitively-Sited Project and acknowledging that documentation confirming the competitive process will be provided to County if an Incentive is granted by Travis County prior to the execution of the final Agreement; failure to provide the acceptable documentation of being a Competitively-Sited Project will result in the termination of Agreement negotiations;
 - (F) information pertaining to the reasons that the requested Incentive is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting the assertion that "but for" an Incentive, the stated project could not be constructed in the County);
 - (G) copies of the report filed with the TWC for December 31 of the last complete year prior to the filing of the application documenting the current number of full time non-seasonal Employees, and full-time contract Employees , if any, at the time the application is submitted. Applicant may substitute another company-generated and certified payroll report or other documentation of employment for the previous year deemed adequate by County to provide the above information;

(H) financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the Applicant's proposal; and

(I) certification prepared by the Travis County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for Incentives, particularly above base Incentives, may be included if the Applicant desires those proposal to be considered or may be requested on a case by case basis.

(c) **Additional Information – Leased Facility.** The Applicant will provide County, as a part of the application package, the name and address of the lessor and a copy of the proposed lease agreement, or option contract (with a final copy of the executed lease to be provided to County prior to execution of the Agreement). In the event a lease or option contract has already been executed with the owner of the site, the document should include a provision whereby Incentive Applicant may terminate such contract or lease in the event that the County does not grant an Incentive. Leased property will only be considered for Incentives as to the Eligible Property being proposed. The lease term must extend for at least as long as the requested Incentive Agreement term and the Lease agreement must include the requirement that the Company pay the Ad Valorem taxes (either directly or indirectly) throughout the term of the Agreement.

(d) **Initial County Review by PBO.** Any current or potential owner or lessee of taxable property in the County may request an Incentive by filing a completed application (an application which includes all information set forth in this Policy and deemed necessary by County to make a full assessment of the proposal) with the County Judge, with a copy to PBO prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for Incentive and PBO will begin the assessment pursuant to this Policy. PBO may request additional information and clarification from the Applicant as necessary to complete the application. PBO, in consultation with the County Judge, will create an assessment of the proposal and make a best effort to respond to a completed application in a timely manner upon receiving the completed application and completing the financial analysis. The response will include notification by PBO which either:

(i) notifies the Applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or

(ii) notifies the Applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.

(e) **County Assessment of Application.** Upon receipt of a completed application and completion of the necessary financial analysis, PBO shall determine whether a project meets the minimum threshold for consideration by the Travis County Commissioners Court for a base Incentive and any additional Incentive under this Policy. If PBO determines that the threshold has been met, or that the proposal warrants consideration with the possibility of waivers, PBO shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session. County will make every effort to offer the application for consideration by the Commissioners Court in a timely manner after receipt of the completed application and completion of the financial analysis. *If the request is for an Incentive in the form of tax abatement, the Court shall consider negotiation of the tax abatement agreement in accordance with the TEXAS TAX CODE, Chapter 312.*

*(f) **Public Hearing – Reinvestment Zone.** The Commissioners Court may not adopt a resolution designating a reinvestment zone for the purposes of considering approval of a tax abatement*

agreement until it has held a public hearing at which interested persons are entitled to speak and present evidence for or against the proposed action. Notice of the hearing shall be clearly identified on the Commissioners Court agenda at least 13 days prior to the public hearing, and the public hearing will be held in accordance with applicable law.

(g) **Consideration.** The Commissioners Court will consider the proposed application for any Incentive in a regularly scheduled voting session with opportunity for public comment.

28.007 LIMITATIONS

(a) **County Indebtedness.** No Incentive shall be approved or allowed if the Applicant is indebted to the County or any other local taxing jurisdiction for past due ad valorem taxes or other obligations.

(b) **Incentive on New Value.** Incentives may only be granted for the increase in taxable value of Eligible Property on or after the effective date of the Agreement granting the Incentive if the Eligible Property is listed by kind or type in the Agreement between the County and Applicant, subject to such limitations as the Commissioners Court and the TEXAS TAX CODE (and other applicable statutes) may require.

(c) **Duration.** An Incentive Agreement between Travis County and an Applicant (and, if applicable, the Applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years.

(d) **Tax Abatement.** An application for Incentive in the form of tax abatement must be accompanied by a statement by the Applicant of financial need or other explanation as to why the tax abatement Agreement is requested rather than a ~~tax rebate~~ Grant Incentive Agreement. The Commissioners Court will make the final determination as to which type of Agreement will be used, with the initial preference given to ~~rebate~~ Grant Incentive agreements.

(e) **Failure to Meet Requirements.** No Incentive shall be given for any year in which the Eligible Project fails to meet the contractually-defined minimum new investment requirements and job requirements as set forth in the Agreement, and any other requirements as specified in the Agreement.

(f) **Prior Construction or Improvements.** The County will not establish a Reinvestment Zone or enter into an Incentive Agreement if it finds that an application was received after a project commenced construction or installation of improvements which are proposed to be considered for Incentive.

(g) **Non-Compete Agreements.** An Incentive will not be granted for projects whose competitive siting consists only of consideration of taxing jurisdictions that have agreed with County to forego the use of tax incentives in competing with the County for such projects.

28.008 AGREEMENT TERMS

(a) **Negotiation.** After the approval of the general concept of the initial proposal by the Commissioners Court, the County may negotiate and execute an Agreement with the owner of the facility (and/or lessee/lessor, where applicable) as required by this Policy and applicable law. Travis County will make all reasonable efforts to execute an Agreement in a timely manner upon the Court's approval to commence negotiations.

(b) **Terms.** The terms of the Agreement will include:

(i) A requirement that the Applicant annually submit (or provide acceptable access for monitoring purposes) notarized written certification to PBO of compliance with the Agreement terms, including the following:

(A) A January Employee count for the Eligible Project which is the subject of the Agreement which corresponds to Employee counts reported in the facility Employer's Quarterly Report to TWC (or other acceptable company-generated and certified payroll report or other documentation of employment deemed adequate by County) for the quarter most recently ended at calendar year-end;

(B) A description of employment, including: the number of jobs created as a direct result of the improvements which are the subject of the Incentive Agreement; the number of Employees in other facilities located within Travis County; and the compliance with the environmental and worker safety requirements in the Agreement for the preceding calendar year, as of January 1, as required by the Agreement;

(C) A copy of the tax bill for the year for which Incentives are claimed and proof of payment (for ~~tax rebate~~ Grant Incentive Agreements only); and

(D) Other reporting data and documentation necessary to confirm compliance with all terms and conditions of the Agreement and to evaluate long-term effects of the performance of the Agreement terms.

Submission of all required reporting information shall be used to determine Incentive eligibility and shall be subject to audit if requested by the Commissioners Court. Failure to submit will result in the ineligibility to receive an Incentive.

(ii) A provision requiring the Applicant to allow the County or other authorized representatives (including third-party consultant/auditor) to have access and the ability to review and evaluate all Applicant information and data related to the performance of the Agreement on-site or as provided to County to confirm compliance and to perform other evaluation of long-term results of the Agreement.

(iii) A requirement that the owner or lessee will:

(A) obtain and maintain all required permits and other authorization from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waste; and

(B) seek a permit from the TCEQ for all grandfathered units on the site of the facility by filing with the TCEQ, within three years of receiving the Incentive, a technically complete application for such a permit.

(iv) A requirement that the Applicant provide to PBO within one month of executing the Agreement documentation confirming the Eligible Project was in fact part of a competitively-sited process where applicable. Documentation may include, but will not be limited to:

(A) documentation (correspondence or financial information) presented to the Applicant by other taxing jurisdictions; and

(B) results of a competitive site survey conducted by Applicant (or consultant for the Applicant).

Failure to provide this documentation confirming a competitively-sited process will make any Incentive Agreement null and void or subject to a reduction in Incentive, as determined by the Commissioners Court.

(v) If appropriate based on the timing of the Eligible Project, and related Investment, and creation of new jobs (as determined by the Commissioners Court), A requirement for recapture of the Incentive received by Applicant for the last five (5) years of the Agreement if the Applicant fails by the termination date to fulfill the requirement for the total Investment amount and the total number of new jobs to be created.

(vi) A statement certifying that the Applicant does not and will not knowingly employ an undocumented worker; and, if after receiving Incentives under the Agreement, the company is convicted of a violation under 8 U.S.C., Section 1324a(f), the company will repay the amount of Incentive, with interest at the rate and according to the other terms of the Agreement not later than the 120th day after the date the company is notified by County of the violation.

(vii) A statement whereby the Applicant warrants that none of the Property subject to the Agreement is owned or leased by any member of the Commissioners Court (or staff of such member).

(viii) Other terms and conditions as required by applicable law or determined by the Commissioners Court to be necessary.

28.009 OTHER PROVISIONS

(a) **Assignment.** An Incentive Agreement may be assigned to a new owner or lessee of a facility with the prior written consent of the Commissioners Court, which consent will not be unreasonably withheld. Any assignment shall provide that the assignee will irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment will be to an owner that continues the same improvements or repairs to the property (except to the extent such improvements or repairs have been completed), and continues the same use of the facility as stated in the original Agreement with the initial Applicant. No assignment will be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

(b) **Amendments and Waivers.**

(i) Policy Changes. During the two-year period that this Policy is in effect, this Policy may only be amended by a Supermajority vote of the Commissioners Court.

NOTE: This provision may only be deleted if tax abatement is taken out of the Policy.

(ii) **Agreement Changes.** Amendment of any Agreement entered into under this Policy can only be made by written instrument signed by all parties, and only so long as the terms and conditions of the amendment reflect provisions which could have been included in the original Agreement under this Policy and which meet all applicable statutory requirements. Submissions for amendments to an Agreement will be made in writing to PBO.

(iii) **Waivers of Policy Requirements.** The Commissioners Court reserves the right to waive any provision of this Policy that is not required by law upon determination that the waiver requested does not violate the purpose of the Policy and is in the best interest of the County.
~~Granting of any such waiver will require a Supermajority vote of the Commissioners Court.~~

(c) **Application of Policy.** Application of this Policy will be implemented as of the effective date set forth in Section 28.010; however, the Commissioners Court may consider the terms of this Policy as guidelines in evaluating proposals for Incentives submitted prior to the adoption of this Policy as desired by the Commissioners Court.

28.010 SUNSET PROVISION. The guidelines and criteria set forth in this Policy are effective _____, 2012, *and will remain in full force and effect for a two year period beginning on that effective date and continuing through _____, 2012.*

~~NOTE: the 2 year requirement may only be deleted if tax abatement is removed from the Policy.~~

ITEM 20



Travis County Commissioners Court Agenda Request

Meeting Date: November 6, 2012

Prepared By/Phone Number: Deone Wilhite 854-9111

Elected/Appointed Official/Dept. Head: Commissioner Ron Davis, Pct. 1

Commissioners Court Sponsor: Commissioner Ron Davis, Pct. 1

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF MELVIN WRENN TO THE STRATEGIC HOUSING FINANCE CORPORATION BOARD OF DIRECTORS, FOR A TERM EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2014. (COMMISSIONER DAVIS)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 1 Office Ron Davis
County Judge's Office
Commissioner's Court

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.

Deone Wilhite

From: Melvin G. Wrenn <melgwrenn@aol.com>
Sent: Tuesday, October 30, 2012 9:23 AM
To: Ron Davis
Subject: Consideration for Reappointment to SHFC Board

Commissioner Davis:

Please consider me, Melvin G. Wrenn for reappointment to Strategic Housing Finance Corporation board. Thank you and the Commissioner's Court consideration.

Melvin G. Wrenn

LCM

PO Box 142993

Austin, Texas 78714-2993

Phone: (512) 844-7810

Email: melgwrenn@aol.com

ITEM 21



Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2012

Prepared By/Phone Number: Edith Moreida/49444

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

Commissioners Court Sponsor: Commissioner Margaret J. Gómez.

AGENDA LANGUAGE:

Re-Appoint Richard Moya to serve on the Strategic Housing Finance Corporation Board with a term to expire December 31, 2018.

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.

ITEM 22



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, November 13, 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 REGARDING TRAVIS COUNTY AND JOINT TRAVIS COUNTY-CITY OF AUSTIN APPOINTMENTS TO THE CENTRAL HEALTH BOARD OF MANAGERS.

BACKGROUND/SUMMARY OF REQUEST:

Central Health/Travis County Healthcare District (TCHD) Board of Managers:

- ★ Nine members, with four-year staggered terms
 - Four appointed by the Travis County Commissioners Court
 - Four appointed by the Austin City Council
 - One appointed jointly by the two bodies
- ★ Two terms expiring at the end of 2012
 - Frank Rodriguez, County appointee, served since 2004
 - Anthony Haley, joint County-City appointee, served since 2009
- ★ Subject to the Uniform Appointment Process

STAFF RECOMMENDATIONS: IGR recommends that the Court:

1. Approve the proposed process and timetable (ATTACHMENT B) for the recruitment, vetting and selection of a member of the Central Health Board;
2. Approve the attached drafts of a Call for Applications, Application, and Conflict of Interest Affidavit (ATTACHMENT C);
3. Issue a Call for Applications for a position on the Central Health/TCHD Board of Managers, with an application deadline of Friday, December 14, 2012; and,
4. Approve the attached letter (ATTACHMENT D) for transmittal to the Austin City Council expressing the support of the Commissioners

Court for the reappointment of Anthony Haley to the Central Health Board of Managers for a term to run from January 1, 2013, to December 31, 2016.

ISSUES AND OPPORTUNITIES: The Commissioners Court makes four appointments to the Travis County Healthcare District (DBA Central Health) Board of Managers. Additionally, the Commissioners Court and the Austin City Council jointly make one appointment to the nine-member board. Terms are for four years, and are staggered. The Board's bylaws provide that the Managers will serve until their re-appointment or the selection of their successor.

The term of **Frank Rodriguez**, a Travis County appointee, will expire on December 31, 2012. Mr. Rodriguez has been a member of the Board of Managers since its inception in 2004. Since appointments to the Central Health Board of Managers are governed by the Uniform Appointment Process, and since Mr. Rodriguez has been on the board for longer than six years, those provisions regarding a Call for Applications come into play.

In the past, the Court has insisted that the process for recruiting, vetting and selecting candidates for the Central Health board be thorough, inclusive and deliberate. IGR therefore believes it will be impossible for the Court to take action on this appointment before the close of the calendar year. However, the proposed process and timetable (ATTACHMENT B) allows a full month for interested parties to apply while still allowing the Court to act before the end of January, 2013.

The term of **Anthony Haley**, the joint County-City appointee, also expires on December 31, 2012. Mr. Haley has been a member of the Board of Managers since June 11, 2009. The City and the County do not have an agreed-upon process for making appointments or reappointments, but a draft interlocal between the City and County provides a two-step process for reappointments:

Prior to the expiration of the jointly appointed member's term, County and City will provide notice to the other Party as to whether it wishes to reappoint the jointly appointed member to a subsequent term. ...

If both Parties decide to reappoint the current member, each Party will follow the established process for appointment by their respective

organizations, and will provide to the other Party written documentation of their concurrence in the appointment selection ...

Although neither the City Council nor the Commissioners Court is bound by this process, IGR recommends that the Court consider whether it wishes to a) reappoint Mr. Haley and, if so, b) send the attached letter to the City Council.

FISCAL IMPACT AND SOURCE OF FUNDING: Not applicable.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Sherri Fleming
County Executive, Health and Human Services & Veterans Services
Phone: 854-4581
Email: Sherri.Fleming@co.travis.tx.us

ATTACHMENTS:

- A. Current roster of Central Health Board of Managers members, November 1, 2012.
- B. Proposed Process and Timetable for making an appointment to the Central Health Board of Managers.
- C. Proposed Applications Packet for the Central Health appointment, including:
 - a. Application Cover Sheet
 - b. Call for Applications
 - c. Application Form, and
 - d. Conflict of Interest Disclosure Affidavit.
- D. Draft Letter to the Austin City Council re reappointment of Anthony Haley to the Central Health Board of Managers.

ATTACHMENT A

Central Health Board of Managers

Current Membership	First Appointed	Date Reappointed	Term Expires
Rosie Mendoza, Chair Contact Phone: (512) 708-1690 E-mail Address: rosiem@rmendozacpa.com Nominated by: Mayor Lee Leffingwell Representing: City resident, if applicable	08/01/04	03/05/09	12/31/12
Anthony Haley, Secretary Contact Phone: (512) 472-1600 E-mail Address: anthony@hrwkglobal.com Nominated by: Outside Representing: City Council & Travis County	06/11/09		12/31/12
Brenda Coleman-Beattie, Treasurer Contact Phone: (512) 329-9990 Nominated by: Travis County Representing: Travis County	03/31/09	10/05/10	12/31/15
Frank Rodriguez, Vice Chair Contact Phone: (512) 916-9583 Nominated by: Travis County Representing: Travis County	08/01/04	12/02/08	12/21/12
Thomas Coopwood, M.D. Contact Phone: (512) 345-1316 E-mail Address: tcoopwood1@austin.rr.com Nominated by: Mayor Lee Leffingwell Representing: City resident, if applicable	01/01/08	12/08/11	12/31/14
Katrina Daniel Contact Phone: (512) 619-8638 E-mail Address: katrina.daniel@sbcglobal.net Nominated by: Mayor Lee Leffingwell	07/23/09	01/27/11	12/31/14
Clarke Heidrick Contact Phone: (512) 480-5636 E-mail Address: cheidrick@gdhm.com Nominated by: Travis County Representing: Travis County	08/01/05	12/29/09	12/31/13
Lynne Hudson Contact Phone: (512) 000-0000 E-mail Address: l.hudson@sbcglobal.net Nominated by: Mayor Lee Leffingwell	04/21/11		12/31/13
Rebecca Lightsey Contact Phone: (512) 473-2800 E-mail Address: rlightsey@texasappleseed.net Nominated by: Travis County Representing: Travis County	03/18/11	10/25/11	12/31/15

ATTACHMENT B

TRAVIS COUNTY COMMISSIONERS COURT TRAVIS COUNTY HEALTHCARE DISTRICT (CENTRAL HEALTH) BOARD OF MANAGERS APPOINTMENT Proposed Process and Timetable

2012

- November 13 Commissioners Court adopts selection process for TCHD Board of Managers appointment and issues Call for Applications
- December 14 Deadline for submission of applications
- December 18 IGR updates Court on status of applications
Court appoints task group to review applications

2013

- January 15 Task Group updates Court on its review of applications
Court decides how many, which candidates to interview
- January 17 or
January 24 Commissioners Court work session interviews with finalists (if necessary)
- 40-minute interviews with each candidate
 - Prepared list of questions to be asked of each candidate
 - Open, but untelevised, session
- January 29 Commissioners Court selects Travis County appointee to Central Health Board of Managers for a term ending on December 31, 2016.

ATTACHMENT C

**TRAVIS COUNTY
COMMISSIONERS COURT**

Appointment to the

**CENTRAL HEALTH/TRAVIS COUNTY
HEALTHCARE DISTRICT (TCHD)
BOARD OF MANAGERS**

Proposed Applications Documents
Wednesday, November 7, 2012
For Court Consideration and Action on
Tuesday, November 13, 2012

**Travis County
Commissioners Court**



APPLICATION PACKET

for

**Appointment to the
Travis County Healthcare
District (Central Health)
Board of Managers**

November 13, 2012

November 13, 2012

TO: Potential Applicants

FROM: Travis County Commissioners Court

SUBJECT: **Travis County Healthcare District Board of Managers
Application Process, Timeline and Application**

Attached is the Travis County Healthcare District Board of Managers Application Packet. Included in the packet are:

1. a description of Central Health's history and mission;
2. a summary of the qualifications the County is seeking in its appointees;
3. an application form; and,
4. a conflict of interest affidavit which must be completed and notarized by the applicant.

NOTE: Finalists for the appointment also will have to complete and submit to the Commissioners Court a Personal Financial Statement (PFS) form.

**The deadline for receipt of completed applications is
4:00 p.m. on Friday, December 14, 2012.**

Applications may be submitted to:

Travis County Commissioners Court
Attn: Intergovernmental Relations Office
700 Lavaca, Suite 360
Austin, Texas 78701

Applications may also be submitted electronically in PDF format to:

IGR@co.travis.tx.us

Electronic copies of this packet can be requested by calling Deece Eckstein at (512) 854-9754 or emailing Deece.Eckstein@co.travis.tx.us. Also, paper copies of the application packet can be picked up at the IGR Office address noted above.



Call for Applications to the Travis County Healthcare District (Central Health) Board of Managers

The Travis County Commissioners Court seeks applications from qualified individuals to serve on the nine-member Board of Managers (The Board) of the Travis County Healthcare District (Central Health). Four members of the Board are appointed by Travis County, four by the City of Austin, and a consensus candidate is jointly appointed by the Commissioners Court and Austin City Council. One Travis County appointment to the Board of Managers becomes available on January 1, 2013. The appointee will serve for a term of four years, from January 1, 2013 through December 31, 2016.

These nine appointees serve as the Board of Managers and organize, plan and supervise Central Health. All District Managers must understand the unique role of Travis County in the District. The District's financial statements are a part of the Travis County's consolidated financial statement that is presented annually to major national bond rating firms. The Court has the right under the legislation creating the District to prescribe the method of purchasing and expenditures and accounting and control procedures for the District unless it delegates its power to do so to the District. The District is intended to promote transparency and accountability to the public in the provision of health care. Information regarding the District's calendar, scheduled meetings and minutes of past meetings is available at <http://www.centralhealth.net/meetings.html>.

The Travis County Commissioners Court seeks individual(s) who will represent all the stakeholders of the County. The Court's goal is to achieve geographic, gender and constituent diversity on the Board to reflect the overall diversity of the County. Members of the Board must provide exceptional vision, possess excellent business and administrative skills, and be active in community affairs. Board members must be team members and work with all Central Texas health care providers, reflecting local sensitivities in their decision-making process.

Candidates must not only instantly command the confidence of the Travis County citizens, but also have the respect of the local health care, business, financial, professional, and governmental sectors. Members must possess outstanding business judgment and unquestionable integrity.

The finalist's selection by the Commissioners Court will be contingent upon the finalist completing and submitting to the Court a [Personal Financial Statement Form \(PFS 2013\)](#).

**TRAVIS COUNTY HEALTHCARE DISTRICT (D/B/A CENTRAL HEALTH)
BOARD OF MANAGERS
APPOINTMENT APPLICATION**

(Applications must be submitted in this format. Please do not retype or reformat.)

Name:		
Spouse's Name:		
Home Telephone #	Work Telephone #	Fax #
Email Address		Cellular # (Optional)
Present Job title & job description: 		
Profession:		
Home Address (STREET/P.O. BOX, CITY, STATE, ZIP)		Employer and Employer's Address
County:		

EDUCATION/TRAINING:

High School or equivalent (G.E.D.)	
Undergraduate School:	Year Graduated:
Graduate School:	Year Graduated:
Licenses/Certifications:	Year Obtained:

Name:

EMPLOYMENT AND CAREER HISTORY (include administrative and finance experience):

CURRENT PROFESSIONAL MEMBERSHIPS:

PUBLIC SERVICE (include participation in local, state, and federal governmental processes):

CIVIC PARTICIPATION:

Name:

COMMUNITY LEADERSHIP ROLES:

HEALTH AND/OR HUMAN SERVICES EXPERIENCE AND/OR KNOWLEDGE:

BUSINESS ACHIEVEMENT (specifically entrepreneurial and investment):

NOTE: PLEASE ATTACH A RESUME.

**TRAVIS COUNTY HEALTHCARE DISTRICT (D/B/A CENTRAL HEALTH)
BOARD OF MANAGERS
APPOINTMENT APPLICATION**

Name:					
Date of Birth	Driver's License # or DPS I.D. #	Are you a U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No			
Ethnicity: (Optional)	<input type="checkbox"/> White	<input type="checkbox"/> African-American	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Asian	Other: _____

CERTIFICATION OF APPLICANT

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of a fact may result in my disqualification for appointment. I assign and hereby give Travis County full authority to conduct background investigations pertinent to this application.

Printed Name

Applicant's Signature

Date

**Return completed application and attachments via mail to:
Travis County Commissioners Court
Attention: Intergovernmental Relations Office
700 Lavaca Street, Suite 360
Austin, Texas 78701**

Or via email to IGR@co.travis.tx.us.

CENTRAL HEALTH
BOARD OF MANAGERS
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF TEXAS §
COUNTY OF TRAVIS §

On this day, _____ appeared before me, the undersigned notary public, and after I administered an oath, upon his/her oath, he/she said:

"My name is _____. I am competent to make this affidavit. The responses to the questions stated in this affidavit are within my personal knowledge and are true and correct. In this affidavit, "District" means the Travis County Hospital District d/b/a Central Health and "Board" means the Board of Managers of the District. I am making this affidavit to disclose potential conflicts of interest that might affect my ability to serve on the Board and to verify that I meet all eligibility requirements for appointment to the Board.

"I understand that providing no information in the space provided in items 4 through 25 is a statement that these circumstances do not apply to either my spouse or me as applicable and I affirm that all of the following statements are true and correct.

1. I reside in Travis County, Texas.

EMPLOYMENT

2. I am not an elected official.

3. My **spouse's** employer is _____.

My **spouse** works in _____ (department).

My **spouse's** position title is _____.

FINANCIAL RELATIONSHIPS

4. If my employer has, or is expected to have, a financial relationship (other than as a taxpayer) with any of the following entities, I have marked an X in the box preceding the entity and stated the financial relationship:

District _____

City of Austin _____

Travis County _____

Ascension Health (Seton Healthcare Network or its affiliates) _____

Columbia Healthcare Systems (St. David's Hospital) or one of its affiliates

University of Texas Medical Branch _____

Another healthcare provider that has or is likely to have a financial relationship with District (specify provider also) _____

5. If my **spouse's** employer has, or is expected to have, a financial relationship (other than as a taxpayer) with any of the following entities, I have marked an X in the box preceding the entity and stated the financial relationship:

District _____

City of Austin _____

Travis County _____

Ascension Health (Seton Healthcare Network or its affiliates) _____

Columbia Healthcare Systems (St. David's Hospital) or one of its affiliates

University of Texas Medical Branch _____

Another healthcare provider that has or is likely to have a financial relationship with District (specify provider also) _____

6. If I intend to seek a business arrangement with the District, the type of business is stated below:

7. If my **spouse** intends to seek a business arrangement with the District, the type of business is stated below:

8. If I do work for or participate in the management of any organization (other than a political subdivision) that receives funds from Travis County or the City of Austin or is expected to receive funds from District; the name of the organization, the entity providing funds and the type of funding are stated below:

9. If my **spouse** does work for or participates in the management of any organization (other than a political subdivision) that receives funds from Travis County or the City of Austin or is expected to receive funds from District; the name of the organization, the entity providing funds and the type of funding are stated below:

INDEPENDENCE

10. If I am employed or engaged in a business or professional activity that might cause me to disclose confidential information acquired as a result of my being a member of the Board, the name of the business or activity is stated below:

11. If my **spouse** is employed or engaged in a business or professional activity that might cause me to disclose confidential information acquired as a result of my being a member of the Board, the name of the business or activity is stated below:

12. If I am employed or engaged in any activity that could significantly impair my independence of judgment in the performance of my official duties as a member of the Board, the name of the activity is stated below:

13. If my **spouse** is employed or engaged in any activity that could significantly impair my

independence of judgment in the performance of my official duties as a member of the Board, the name of the activity is stated below:

14. If I own an interest in real property that is expected to be acquired for a District project, the location of the property is stated below:

15. If my **spouse** or **minor children** own an interest in real property that is expected to be acquired for a District project, the location of the property is stated below:

16. If I have material personal investments that could create a conflict between my private interests and the interests of the District, the type and extent of those investments is stated below:

17. If my **spouse** or **minor children** have material personal investments that could create a conflict between their private interests and the interests of the District, the type and extent of those investments is stated below:

18. If I own or control, either directly or indirectly, more than 10% of the stock or shares of a company that receives funds from Travis County or the City of Austin or is expected to receive funds from District, the name and percentage of ownership of those companies are stated below:

19. If my **spouse** or **minor children** own or control, either directly or indirectly, more than 10% of the stock or shares of a company that receives funds from Travis County or the City of Austin or is expected to receive funds from District, the name and percentage of ownership of those companies are stated below:

20. If I use or receive a substantial quantity of goods or services from Travis County or the City of Austin, or expect to receive a substantial quantity of goods or services from the District, the type and approximate annual quantity are stated below:

21. If my **spouse** or **minor children** use or receive a substantial quantity of goods or services from Travis County or the City of Austin, or expect to receive a substantial quantity of goods or services from the District, the type and approximate annual quantity are stated below:

LOBBYING AND CONSULTING

22. If I am an owner, officer, employee, manager or paid consultant of any association either involved in the field of health care services or supplies, or lobbying for health care services, my position and the name of the association are stated below:

23. If my **spouse** is an owner, officer, employee, manager or paid consultant of any association either involved in the field of health care services or supplies, or lobbying for health care services, my position and the name of the association are stated below:

24. If, currently or during the last three years, I am or was a lobbyist for compensation at or on behalf of Travis County or the City of Austin, my activities and on whose behalf they were provided are stated below:

25. If, currently or during the last three years, my **spouse** is or was a lobbyist for compensation at or on behalf of Travis County or the City of Austin, my **spouse's** activities and on whose behalf they were provided are stated below:

26. I understand that the District will be a component unit of Travis County for financial statement purposes. As such, I am willing to complete the disclosure of related party transactions with the District annually so that Travis County can comply with the requirements of Financial Accounting Standard 57.

Signature

Printed Name: _____

SWORN TO and SUBSCRIBED before me by _____ on _____, 201__.

Notary Public in and for the State of Texas

ATTACHMENT D



TRAVIS COUNTY COMMISSIONERS COURT

RON DAVIS
Commissioner, Pct. 1

SAMUEL T. BISCOE
County Judge

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

November 13, 2012

The Honorable Lee Leffingwell
The Honorable Sheryl Cole
The Honorable Laura Morrison
The Honorable Bill Spelman
Austin City Hall
P. O. Box 1088
Austin, TX 78767

The Honorable Mike Martinez
The Honorable Chris Riley
The Honorable Kathie Tovo

Dear Mayor and Councilmembers:

As you know, the Austin City Council and the Travis County Commissioners Court jointly make one appointment to the nine-member Central Health Board of Managers. This joint appointment symbolizes our partnership in promoting the health of our community through the healthcare district, and embodies our commitment to supporting the district with our vision, talent and dedication.

Anthony Haley is the current city-county appointee to the Central Health Board, and the Commissioners Court supports his reappointment. Although there is no formal reappointment process in place, we hope that an exchange of letters expressing support for his reappointment will be enough to allow both governing bodies to act. If the City Council does not wish to see Mr. Haley reappointed, we want to work closely with you to expeditiously fill the joint appointment on this very important board.

If we receive positive direction from you, the Commissioners Court intends to reappoint Anthony for a term to run from January 1, 2013 to December 31, 2016. We look forward to your response.

On Behalf of the Court,

SAMUEL T. BISCOE
County Judge

ITEM 25



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By/Phone Number: Judge Brenda P. Kennedy, 512-854-9494

Elected/Appointed Official/Dept. Head: Judge Brenda P. Kennedy, 403rd
District Court

Commissioners Court Sponsor:

AGENDA LANGUAGE:

Consider and take appropriate action on acceptance of a donation of \$10,000 from Paul Larkin for the benefit of the 403rd District Court Youthful Offender Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Criminal Courts request approval to accept a \$10,000 donation from Mr. Paul Larkin. Mr. Larkin is presenting this donation to assist the 403rd Youthful Support Court to provide incentives and tangible rewards to participants, as recommended by evidence based practices.

The Youthful Offender Court, created in June 2011, is a team effort between Travis County Adult Probation, the District Courts, Counseling and Treatment agencies, and various community stakeholders. Our ultimate goal is to reduce probation revocations and prevent incarceration in prison by providing judicial support and specialized intensive supervision. The age range of this population is 17 to 26 years of age. The majority of the clients are from non-supportive and criminally-oriented environments; 75% or more have not obtained their GED or high school diploma; lack adequate medical, mental, or dental assistance; and, none have the resources or support system to be successful on probation without assistance. Furthermore, without intervention and assistance, these participants will not become productive members of the community.

The Youthful Offender Court would like to provide tangible incentives to participants to encourage them to achieve small goals that will assist them to make positive life choices. Incentives would include: educational, vocational, and/or technical scholarships to assist with enrollment at learning institutions; bus passes to provide basic transportation; medical/dental rewards to enable the purchase of eyeglasses; vaccinations for entrance into institutions of higher learning; grocery store rewards; movie passes; and tickets to cultural venues to aid in exposure to community activities. Currently, the program lacks the funds to provide these incentives.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no negative fiscal impact to the County. The \$10,000 donation from Paul Larkin will be used for rewards, incentives, and scholarships for the 403rd District Court Youthful Offender Program.

REQUIRED AUTHORIZATIONS:

Paul Larkin
5914 Lakehurst Avenue
Dallas, TX 75230
October 19, 2012

Travis County Judge Biscoe
Travis County Commissioners
Eckhardt, Davis, Gomez, Huber
P.O. Box 1748
Austin, TX 78767

Dear Judge Biscoe & County Commissioners:

It is indeed my pleasure to provide financial support, in the amount of \$10,000, to Travis County for the benefit of the 403rd Youthful Offender Support Court. The Court, along with its support team, is targeting its efforts towards assisting a population that, if successful, would result to benefit the community as a whole. I would like these funds to be used to provide incentives and tangible rewards to its participants, as recommended by evidenced based practices, through the staffing and decision-making processes utilized for its participants. I do understand that this Court needs assistance and funds to support its efforts in acknowledging milestones and achievements of the participants and would like to provide tangible incentives to them to encourage and provide positive reinforcement for them to keep moving forward towards goals that will assist them to make positive life choices now, which will assist them in making positive life choices in their future endeavors. Evidence based practices indicates that immediate tangible and meaningful rewards and incentives provide positive goal reinforcement for this targeted population. Some of these incentives include: educational, vocational, and/or technical scholarships to assist with enrollment at learning institutions; bus passes to provide basic transportation; medical/dental rewards to enable the purchase of eyeglasses; vaccinations for entrance into institutions of higher learning; retail gift cards for food, gas, movies, and necessary personal items.

I do trust that the Youthful Support Court Program and the Support Court Team will utilize the funds in the most effective way to achieve the desired goals for its participants. I hereby give full discretion to the 403rd Youthful Support Court Program to apply these funds for the benefit of its participants, inclusive of tangible rewards and incentives, in the manner that is deemed most appropriate and beneficial for the program participants in accordance with program guidelines and team member staffing recommendations.

If any further information is needed, please do not hesitate to contact me.

Sincerely,



Paul Larkin

ITEM 26



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action on request to consider and approve findings and resolutions for adoption by the Commissioners Court of Travis County, Texas related to issuance of the City of Newark, Texas Cultural Education Facilities Finance Corporation revenue bonds for the benefit of Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Budget Manager/854-9066

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

Andrea Shields

From: Andrea Shields
Sent: Thursday, November 01, 2012 3:15 PM
To: Sam Biscoe; Cliff Blount
Cc: Karen Thigpen
Subject: FW: Notice of Hearing (Project) - Goodwill
Attachments: Certificate of Public Hearing Officer - Goodwill.PDF.PDF; Resolution of Travis County - Goodwill.DOC.DOC; Approval of Highest Elected Official (Travis County) - Goodwill of Centr....doc; Loan Agreement - Goodwill of Central Texas (2).DOC.DOC

Judge Biscoe,

We received the below request from Hoang Vu with Andrews Kurth LLP. The bonds referenced in the attached material are being issued by an entity in Newark, Texas and because some of the facilities to be financed are located in Travis County, they have to obtain the approval of the highest elected official in Travis County. Under Federal Tax Law, you have the ability to sign the approval on your own; however, I know you typically prefer to have the full court approve these requests.

The TEFRA hearing for this issue was held October 22 at the offices of Andrews Kurth and it is indicated that no one appeared to give comments. Please note that this item is not being requested by the Travis County Corporations, nor are we involved in the bond issue. Andrews Kurth is merely requesting the approval I described above from the county.

Please let me know if you prefer to post this as an agenda item for court approval and what date you would prefer to take this up in court.

Please let me know if you have any questions or want to discuss further.

Thank you,
Andrea Shields

From: Vu, Hoang [mailto:HoangVu@andrewskurth.com]
Sent: Thursday, November 01, 2012 10:36 AM
To: Karen Thigpen
Cc: Herzog, Marilyn; Andrea Shields
Subject: RE: Notice of Hearing (Project) - Goodwill

Karen:

Attached please find the following:

1. Certificate of Hearing Officer certifying that the hearing was held in the County and no one appeared to give comments.
2. Approval Certificate of the County Judge
3. Resolution of the County if the Judge decides that he wants Court to approve instead of signing the Certificate.
4. Draft Loan Agreement for the tax-exempt loan. This is not being done as a publicly offered bond deal so there is no offering document or official statement. As described in the Resolution and Certificate, Goodwill is refinancing existing debt with Compass that was used to purchase land and construct Goodwill stores and is financing the construction of a new store in Pflugerville.

Please let me know if the County will charge a fee as I would need to get Goodwill to approve that before we move forward. Thanks.

Hoang Vu
Partner

Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
713.220.3879 Phone
713.238.7129 Fax
713.220.3933 Assistant Phone - Voni Welch
hoangvu@andrewskurth.com
[vCard](#) | [Bio](#) | andrewskurth.com

From: Vu, Hoang [<mailto:HoangVu@andrewskurth.com>]
Sent: Monday, October 29, 2012 11:40 AM
To: Karen Thigpen
Cc: Herzog, Marilyn
Subject: Notice of Hearing (Project) - Goodwill

Karen:

Per our conversation, attached please find the Notice of Hearing that was published in the Austin paper for the hearing that we held on October 22. Please let me know the process for obtaining the County's TEFRA approval and whether the County charges any fee for that. Please let me know if you have any questions.

Hoang Vu
Partner

Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
713.220.3879 Phone
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CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS
COUNTY OF TRAVIS**

We, the undersigned officers of the Travis County, Texas (the "*County*"), hereby certify as follows:

1. The Commissioners Court of the County convened in a regular meeting on November __, 2012 (the "*Meeting*"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:

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

and all of said persons were present, except the following: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION APPROVING A FINANCING BY THE NEWARK
CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR
THE BENEFIT OF GOODWILL INDUSTRIES OF CENTRAL TEXAS AND
GOODWILL TEMPORARY SERVICES, INC.**

(the "*Resolution*") was duly introduced for the consideration of said Commissioners Court. 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 the following vote:

AYES: All members of the Commissioners Court shown present above voted "Aye," except as provided below:

NAYS:

ABSTENTIONS:

2. That 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; that said Resolution has been duly recorded in said Commissioners Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's

minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the County Judge of the County has approved and hereby approves the aforesaid Resolution; that the County Judge and the County Clerk of the County have duly signed said Resolution; and that the County Judge and the County Clerk hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED November ____, 2012.

County Clerk

County Judge

(SEAL)

RESOLUTION APPROVING A FINANCING BY THE NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF GOODWILL INDUSTRIES OF CENTRAL TEXAS AND GOODWILL TEMPORARY SERVICES, INC.

**THE STATE OF TEXAS
COUNTY OF TRAVIS**

WHEREAS, the Newark Cultural Education Facilities Finance Corporation ("*Corporation*") created by the City of Newark, Texas has adopted a resolution authorizing the proposed loans (the "*Loans*") in the maximum principal amount of \$23,000,000 under a loan agreement among the Corporation, Compass Mortgage Corporation (the "*Bank*") and Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. (the "*Borrower*") as pursuant to Article 1528m, Vernon's Texas Civil Statutes, as amended (the "*Act*") for the purpose of financing the construction of a Goodwill Store located at 1609 FM 685, Pflugerville, Texas; refinancing the acquisition and/or construction of the following: (1) 8.539 acres of land and a Goodwill community center located at 1015 Norwood Park Blvd., Austin, Texas; (2) 2.84 acres of land and a Goodwill Store located at 9801 Brodie Lane, Austin, Texas; (3) 4.677 acres of land and a Goodwill Store located at 8965 Research Blvd., Austin, Texas; (4) 2.0 acres of land and a Goodwill Store located at 1801 S. Ranch Road 620, Lakeway, Texas; and (5) a building located at 6505 Burleson Road, Austin, Texas (collectively, the "*Project*"); refinancing other facilities located in Williamson County and paying certain expenses in connection with the issuance of the Loans;

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the County or the chief elected executive officer of the County after a public hearing following reasonable public notice;

WHEREAS, attached hereto as Exhibit A is a Notice of Public Hearing (the "*Public Notice*") which was published in a newspaper of general circulation in the County as required by section 147(f) of the Code which public hearing was conducted by the Corporation and no member of the public appeared at the hearing to express his or her views on the Project; and

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS THAT:

Section 1. The County hereby specifically approves the Loans and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code and for no other purpose and is not to be construed as an undertaking by the County. The Loans shall not constitute a liability, an indebtedness or obligation of the County nor shall any of the assets of the County be pledged to the payment of the Loans.

Section 2. This Resolution shall become effective immediately upon its passage.

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Newark Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation created by the City of Newark, Texas pursuant to Article 1528m, Vernon's Texas Civil Statutes, will hold a public hearing on October 22, 2012, commencing at 10:00 a.m., in the Brazos Conference Room, located in the offices of Andrews Kurth LLP, 111 Congress Avenue, Suite 1700, Austin, Texas 78701, to provide an opportunity for all interested persons to be heard with respect to a proposed loan from Compass Mortgage Corporation (the "Bank") to the Corporation in the maximum amount of \$23,000,000 and a proposed loan from the Corporation to Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. (collectively, the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a Loan Agreement by and among the Corporation, the Bank and the Borrower.

The Loans are being made for the purpose of (A) financing the construction of a Goodwill Store located at 1609 FM 685, Pflugerville, Texas; (B) refinancing the acquisition and/or construction of the following: (1) 8.539 acres of land and a Goodwill community center located at 1015 Norwood Park Blvd., Austin, Texas; (2) 2.84 acres of land and a Goodwill Store located at 9801 Brodie Lane, Austin, Texas; (3) 4.677 acres of land and a Goodwill Store located at 8965 Research Blvd., Austin, Texas; (4) a Goodwill Store located at 75 Brushy Creek Road, Cedar Park, Texas; (5) 2.2159 acres of land and a Goodwill Store located at 560 Highway 79 West, Hutto, Texas; (6) 2.0 acres of land and a Goodwill Store located at 1801 S. Ranch Road 620, Lakeway, Texas; and (7) a building located at 6505 Burlinson Road, Austin, Texas; and (C) paying certain expenses in connection with the issuance of the Loans (collectively, the "Project"). The Project is owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

All interested persons are invited to attend the hearing to express their views, both orally and in writing, with respect to the Loans and the Project. Any interested persons unable to attend the hearing may submit their views in writing to the President of the Board of Directors of the Corporation c/o Andrews Kurth LLP, Attn: Hoang Vu, 600 Travis Street, Suite 4200, Houston, Texas 77002, prior to the date scheduled for the hearing.

NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

**APPROVAL OF HIGHEST ELECTED OFFICIAL
OF TRAVIS COUNTY, TEXAS**

WHEREAS, Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. (the "*Borrower*"), in connection with a tax-exempt financing in the maximum principal amount of \$23,000,000, has requested the approval of the Financing (as described below) and the Project (as defined below) located in Travis County; and

WHEREAS, the Financing consists of a Loan Agreement among the Borrower, the Newark Cultural Education Facilities Finance Corporation (the "*Corporation*") and Compass Mortgage Corporation (the "*Bank*") through which the Bank will make a loan to the Corporation, which in turn will make a loan to the Borrower for the purpose of (A) financing the construction of a Goodwill Store located at 1609 FM 685, Pflugerville, Texas; (B) refinancing the acquisition and/or construction of the following: (1) 8.539 acres of land and a Goodwill community center located at 1015 Norwood Park Blvd., Austin, Texas; (2) 2.84 acres of land and a Goodwill Store located at 9801 Brodie Lane, Austin, Texas; (3) 4.677 acres of land and a Goodwill Store located at 8965 Research Blvd., Austin, Texas; (4) 2.0 acres of land and a Goodwill Store located at 1801 S. Ranch Road 620, Lakeway, Texas; and (5) a building located at 6505 Burlson Road, Austin, Texas; and (C) paying certain expenses in connection with the issuance of the Loans (collectively, the "*Project*"); and

WHEREAS, in accordance with certain provisions of the Internal Revenue Code of 1986, as amended (the "*Code*") as described below, notice of a public hearing was published in "*The Austin American Statesman*," on October 6, 2012, which notice provided that members of the public were invited to a hearing to be held on October 22, 2012, commencing at 10:00 a.m., in the Brazos Conference Room, located in the offices of Andrews Kurth LLP, 111 Congress Avenue, Suite 1700, Austin, Texas 78701, in connection with the Financing and the Project; and

WHEREAS, the public hearing was held by the hearing officer and no member of the public appeared; and

WHEREAS, it is necessary for the undersigned, as the highest elected official of Travis County, Texas (the "*County*"), to approve the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code;

NOW, THEREFORE, the undersigned highest elected official of the County, acting solely in his official capacity as County Judge, hereby approves the holding of the hearing in the County by the hearing officer and the Financing for the Borrower, and further approves the Project; provided that such approvals shall be solely for the purposes of section 147(f) of the Code, and neither the County nor the undersigned shall have any responsibility or liability for the Financing or the Project.

IN WITNESS WHEREOF, I have set my hand as of this November __, 2012.

TRAVIS COUNTY, TEXAS

County Judge

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Newark Cultural Education Facilities Finance Corporation (the "*Corporation*"), Goodwill Industries of Central Texas and Goodwill Temporary Services, Inc. ("*Borrower*") and Compass Mortgage Corporation in the maximum principal amount of \$23,000,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of conducting a public hearing on the Loans and the use of the proceeds thereof to provide (A) financing the construction of a Goodwill Store located at 1609 FM 685, Pflugerville, Texas; (B) refinancing the acquisition and/or construction of the following: (1) 8.539 acres of land and a Goodwill community center located at 1015 Norwood Park Blvd., Austin, Texas; (2) 2.84 acres of land and a Goodwill Store located at 9801 Brodie Lane, Austin, Texas; (3) 4.677 acres of land and a Goodwill Store located at 8965 Research Blvd., Austin, Texas; (4) a Goodwill Store located at 75 Brushy Creek Road, Cedar Park, Texas; (5) 2.2159 acres of land and a Goodwill Store located at 560 Highway 79 West, Hutto, Texas; (6) 2.0 acres of land and a Goodwill Store located at 1801 S. Ranch Road 620, Lakeway, Texas; and (7) a building located at 6505 Burleson Road, Austin, Texas; and (C) paying certain expenses in connection with the issuance of the Loans (collectively, the "Project").

2. Such hearing was conducted commencing at 10:00 a.m. on October 22, 2012, in the Brazos Conference Room, located in the offices of Andrews Kurth LLP, 111 Congress Avenue, Suite 1700, Austin, Texas 78701, which building and office was open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

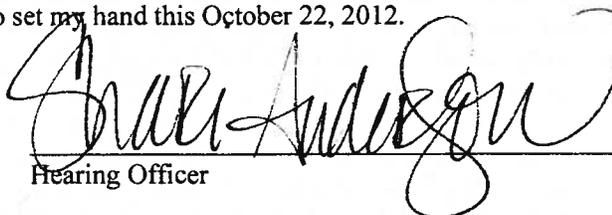
no persons presented comments orally or in writing.

the comments summarized in Exhibit B-1 were made orally by the persons listed therein.

the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this October 22, 2012.



Hearing Officer

LOAN AGREEMENT

among

NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION,
GOODWILL INDUSTRIES OF CENTRAL TEXAS and GOODWILL TEMPORARY SERVICES, INC.

and

COMPASS MORTGAGE CORPORATION

Dated as of

December __, 2012

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LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement") dated as of December ____, 2012 is among NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION (the "*Issuer*"), a nonprofit corporation created under the Acts (hereinafter defined), GOODWILL INDUSTRIES OF CENTRAL TEXAS and GOODWILL TEMPORARY SERVICES, INC. (collectively, the "*Borrower*"), each a Texas non-profit corporation, and COMPASS MORTGAGE CORPORATION (the "*Bank*"), an Alabama corporation and its successors and assigns.

RECITALS

1. The Issuer has been created and organized pursuant to and in accordance with the provisions of Article 1528m, Vernon's Texas Civil Statutes, as amended, and the Texas Non-Profit Corporation Act, Article 1396 Texas Revised Civil Statutes, as amended (collectively, the "Acts"), for the purpose of acquiring, constructing, providing, improving, financing, and refinancing facilities for cultural, education or community benefit.

2. The Acts authorize the Issuer to make a contract, incur a liability, and borrow money at a rate of interest the Issuer determines to provide funds for the loans to be made under the Acts.

3. The Borrower has requested that the Issuer make a loan to the Borrower to be used to (i) finance and refinance the costs of the Project (hereinafter defined) and (ii) pay Costs of Issuance (hereinafter defined).

4. The Borrower has requested that the Bank make a loan to the Issuer, as authorized by the Acts, for the purpose of providing funds to the Issuer to use to make a loan to the Borrower to (i) finance and refinance the costs of the Project, and (ii) pay Costs of Issuance.

5. The Bank is willing to make such loan to the Issuer for the benefit of the Borrower, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements set forth below, the parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 *Definitions*. In addition to the words and terms defined elsewhere herein, the following capitalized words and terms are defined terms under this Agreement. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article defining such words and terms, unless the context clearly indicates otherwise.

"*Affiliate*" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with, such Person.

"*Agreement*" means this Loan Agreement and any amendments thereto.

"*Authorized Representative*" means an officer or authorized representative of the Borrower, acting in such capacity.

"*Bank Indemnified Matters*" means any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including without limitation, reasonable fees and expenses of attorneys and other professional consultants and experts, and of the investigation and defense of any claim, whether or not such claim is ultimately defeated, and the settlement of any claim or judgment including all value paid or given in settlement) of every kind, known or unknown, foreseeable or unforeseeable, which may be

imposed upon, asserted against or incurred or paid by the Bank, any Participant Bank, or any other Bank Indemnified Parties at any time and from time to time, whenever imposed, asserted or incurred, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event, or circumstance in any way connected with this Agreement or any other Loan Document, the Borrower's construction or operation of the Project or the Borrower Loan, including the Borrower's use of the Loan proceeds, any bodily injury or death or property damage occurring in or upon or in the vicinity of the Project through any cause whatsoever at any time on or before the Release Date, any act performed or omitted to be performed by Borrower or Issuer under this Agreement or any other Loan Document, or any failure by the Borrower to perform its obligations under any construction contract with respect to the Project.

"Bank Indemnified Parties" means the Bank, any Participant Bank, the directors, officers, partners, employees, or agents of the Bank or any Participant Banks, heirs, representatives, successors, and assigns of such Persons or any Person owned or controlled by, owning or controlling, or under common control or affiliated with the Bank or any Participant Bank, respectively.

"Bond Counsel" means Andrews Kurth LLP or any other firm of attorneys of nationally-recognized expertise with respect to the obligations of political subdivisions and acceptable to the Bank.

"Borrower Documents" means this Agreement, the Borrower Note and the Mortgage and all other documents executed by the Borrower in connection with the Borrower Loan.

"Borrower Loan" means the loan from the Issuer to the Borrower of the Principal Amount payable under the terms of Article III hereof.

"Borrower Loan Payments" means the payments required by Section 3.03 to be made by the Borrower in payment of the principal and interest on the Borrower Loan.

"Borrower Note" means the promissory note delivered to the Issuer by the Borrower to evidence the Borrower Loan, substantially in the form of the assignable promissory note attached hereto as Exhibit A-1 and all extensions, renewals, and replacements thereof.

"Business Day" means a day on which the Bank and commercial banks in Ausin, Texas are open for business.

"Claims" shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counter claim, cross action or impleader) any Issuer Indemnified Party, even if groundless, false, or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, to result from, to relate to or to be based upon, in whole or in part: (a) the making of the Loans, (b) the duties, activities, acts or omissions (even if negligent) of any Person in connection with the making of the Loans, or the obligations of the various parties arising under the Borrower Documents, or (c) the duties, activities, acts or omissions (even if negligent) of any Person in connection with the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof.

"Closing" means the delivery of the fully executed Agreement to the Bank.

"Closing Date" means December ____, 2012.

"Costs of Issuance" means the fee to be paid by the Borrower to the Issuer in consideration of the Borrower Loan, costs and expenses incurred by the Issuer with respect to the authorization, execution and delivery of the Issuer Documents and all documentation related thereto (including the reasonable and actual fees and disbursements of counsel to the Issuer), the costs and expenses incurred by the Borrower with respect to the authorization, execution and delivery of the Borrower Documents and all documentation related thereto, and the reasonable costs and expenses incurred by the Bank with respect

to the negotiation, preparation, authorization, execution and delivery of the Issuer Documents and the Borrower Documents and all documentation related thereto.

"Determination of Taxability" means any determination, decision, or decree that all or any portion of the interest payable on the Issuer Note is includable in the gross income of a holder or former holder of the Issuer Note as a result of the occurrence of a Taxable Event. A Determination of Taxability shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the Borrower files any statement, supplemental statement or other tax schedule, return or document which discloses that a Taxable Event shall have occurred; or

(ii) on that date when the Borrower or the Issuer shall be advised in writing by the Commissioner or any District Director of Internal Revenue that, based upon any filings of the Borrower or upon any review or audit of the Borrower or upon any other ground whatsoever, a Taxable Event shall have occurred; or

(iii) on that date when the Borrower receives written notification from (A) any owner or any former owner of the Issuer Note that the Internal Revenue Service has assessed as includable in the gross income of any owner or any former owner of the Issuer Note all or any portion of the interest on the Issuer Note due to the occurrence of a Taxable Event, or (B) the Commissioner or any District Director of Internal Revenue that all or any portion of the interest on the Issuer Note is includable in the gross income of any owner or any former owner of the Issuer Note due to the occurrence of a Taxable Event;

provided, however, that with respect to clauses (ii) and (iii) above, a Determination of Taxability shall not be deemed to have occurred (y) unless the Borrower shall have been given written notice thereof and afforded the opportunity to contest the same at its own expense and upon indemnification of such owner or former owner, and (z) so long as the Borrower is contesting in good faith and by appropriate proceedings, either directly or through an owner or former owner, the allegation of an occurrence of a Taxable Event; provided that if any contest has not been finally determined within two years following the occurrence of an event set forth in clauses (ii) or (iii) a Determination of Taxability shall be deemed to have occurred.

"Event of Default" means, unless waived in writing by the Bank, the occurrence of any of the following:

(a) the failure of the Issuer to make any payment required to be made hereunder when due;

(b) the failure of the Borrower to make any payment required to be made hereunder when due;

(c) an event of default shall have occurred under the Mortgage, any Interest Rate Protection Agreement or any other document related to or in connection with any Indebtedness of the Borrower, and the continuation of such event of default beyond any applicable cure period;

(d) the failure of any representation or warranty of the Issuer or the Borrower, or the failure of the Issuer or the Borrower to comply with any other covenant, condition, or agreement under the Issuer Documents or the Borrower Documents, respectively (other than an Event of Default specified in other clauses of this definition);

(e) the Borrower or the Issuer: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or

substantially all of the assets of such party, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar Laws (all of the foregoing hereinafter collectively called "*Applicable Bankruptcy Law*") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of thirty (30) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party; or

(f) the liquidation, dissolution, merger or consolidation of the Borrower; or

(g) any Loan Document or any provision thereof ceases to be in full force and effect; or the Borrower or any other Person contests the validity or enforceability of any Loan Document or any provision thereof; or the Borrower denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document or any provision thereof; or

(h) the occurrence of a Material Adverse Effect.

"*Fixed Charge Coverage Ratio*" means (a) net income (net of swap gains and losses) plus depreciation plus amortization plus lease expense plus cash on hand less \$1,000,000 plus interest expense minus non-financed capital expenditures, divided by (b) current maturities of long term debt paid plus interest expense plus lease expense.

"*GAAP*" means generally accepted accounting principles and practices recognized from time to time by the Financial Accounting Standards Board (or any generally recognized successor) consistently applied for all periods to properly reflect the financial condition, and the results of operations and changes in financial position, of the Borrower (and, on a consolidated basis, of the Borrower and its consolidated subsidiaries, if applicable).

"*Governing Body*" of any specified Person means the board of directors or board of trustees of such Person or any duly authorized committee of that board or if there be no board of trustees or board of directors, then the Person or body which, pursuant to Law or the organizational documents of such Person, is vested with powers similar to those vested in a board of trustees or board of directors.

"*Governmental Authority*" means the United States, the State, the county, the city or any other political subdivision in which the Property is located, and any court or political subdivision, agency, or instrumentality having jurisdiction over the Borrower.

"*Governmental Requirements*" means all constitutions, statutes, laws, ordinances, rules, regulations, orders, writs, injunctions or decrees of any Governmental Authority applicable to the Borrower.

"*Indebtedness*" means obligations issued or incurred by the Borrower, whether secured or unsecured, for borrowed money, guarantees, leases of real property, installment purchase agreements for real or personal property, or other similar obligations and liabilities which, under generally accepted accounting principles, are or will be required to be capitalized on the financial reports of the Borrower and the Borrower's obligations under any Interest Rate Protection Agreement; provided that "Indebtedness" shall not include trade accounts payable.

"*Interest Payment Date*" means the ___ day of each month commencing January, 2013.

"Interest Rate Protection Agreement" means any document, instrument or agreement between the Borrower and the Bank or any affiliate of the Bank, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any ISDA master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time.

"Issuer Documents" means, collectively, this Agreement, the Issuer Note, and the Resolution.

"Issuer Indemnified Party" shall mean one or more of the Issuer and the Sponsoring Entity and any of their respective officers, directors, councilpersons, commissioners, officials, consultants, agents, servants and employees, and any successor to any of such Persons.

"Issuer Loan" means the loan from the Bank to the Issuer of the Principal Amount payable under the terms of Article III hereof.

"Issuer Loan Payments" means the payments of the principal of and interest on the Issuer Loan required by Section 2.03 to be made by the Issuer.

"Issuer Note" means the promissory note delivered to the Bank by the Issuer to evidence the Issuer Loan, substantially in the form of the assignable promissory note attached hereto as Exhibit A-2 and all extensions, renewals, and replacements thereof.

"Laws" means the Laws of the United States of America, the State of Texas, and any other political subdivision having authority over the Loans.

"Legal Requirements" means all Laws as now in effect and as hereafter amended, issued, promulgated, or otherwise coming into effect.

"LIBOR Rate" means the per annum rate equal to (i) sixty-five percent (65%) of the London InterBank Offered Rate (LIBOR) for one month (30 days), as quoted by Reuter's Monitor Money Rates Service for the relevant LIBOR Determination Date, plus (ii) 0.75% per annum, with said LIBOR rate to be adjusted thereafter based on the LIBOR rate for each subsequent LIBOR Determination Date, which LIBOR rate shall be effective on the commencement of the next succeeding LIBOR Reference Period; provided in no event shall the interest rate exceed the Maximum Rate. "LIBOR Determination Date" shall mean, with respect to any LIBOR Reference Period, the date that is two (2) LIBOR Business Days prior to the first day of such LIBOR Reference Period. "LIBOR Business Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the City of London, England. "LIBOR Reference Period" shall mean (i) initially, the period commencing on (and including) the Closing Date and ending on (but excluding) the calendar day that is one (1) month thereafter, and (ii) thereafter, a period commencing on the first day of each calendar month and ending on (but excluding) the calendar day that is one (1) month thereafter. Each successive calendar month period (or portion thereof with respect to the final LIBOR Reference Period) during the term of the Loans (including any extensions thereof) shall constitute a separate LIBOR Reference Period.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"Litigation" means any proceeding, claim, suit, action, case or investigation by, before or involving any Tribunal.

"Loan Documents" means (i) the Borrower Documents and all documents executed in connection therewith, and (ii) all other documents now or hereafter pertaining to the Loans, as renewed, extended, amended, supplemented, increased, modified, or replaced.

"Loans" means the Issuer Loan and the Borrower Loan.

"Losses" means losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, reasonable attorney's, accountant's and other professional's fees, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Issuer Indemnified Party to any other Person under any arrangement providing for indemnification of that Person) directly or indirectly resulting from arising out of or relating to one or more Claims.

"Material Adverse Effect" means an effect resulting from any circumstance or event of whatever nature (including the filing of, or any adverse determination or development in, any Litigation) which does, or could reasonably be expected to, (i) adversely affect the validity or enforceability of any Loan Document, (ii) materially and adversely affect the condition (financial or otherwise), operations, business or assets of the Borrower, or any general partner or joint venturer of any such Person, (iii) impair the ability of the Borrower to fulfill any material Obligation, or (iv) cause an Event of Default or Potential Default.

"Maximum Rate" means the maximum net effective interest rate that may be borne by obligations issued by the Issuer, which, as of the date of this Agreement, is 15%.

"Mortgage" means those certain Deeds of Trust, Assignment, Security Agreement and Financing Statement dated as of even date herewith executed by the Borrower for the benefit of the Bank, as the same may be amended from time to time.

"Notes" means the Borrower Note and the Issuer Note.

"Obligations" means the obligations of the Borrower under this Agreement and the Borrower Note and any and all renewals, extensions, amendments, modifications, increases and supplements thereof.

"Outstanding" means, with respect to either of the Loans, the unpaid principal thereof and interest thereon, and, with respect to the Principal Amount, the unpaid portion thereof.

"Participant Bank" means any national or state bank participating in the Loans with the Bank through an interbank agreement.

"Person" means firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural Persons.

"Potential Default" means any condition or event which after notice and/or lapse of time would constitute an Event of Default.

"Principal Amount" means \$_____ and thereafter shall mean the unpaid principal amount of the Issuer Note or Borrower Note, as applicable.

"Principal Payment Date" means the ___ day of each month commencing January ___, 2013.

"Project" means (A) financing the construction of a Goodwill Store located at 1609 FM 685, Pflugerville, Texas; (B) refinancing the acquisition and/or construction of the following: (1) 8.539 acres of land and a Goodwill community center located at 1015 Norwood Park Blvd., Austin, Texas; (2) 2.84 acres of land and a Goodwill Store located at 9801 Brodie Lane, Austin, Texas; (3) 4.677 acres of land and a Goodwill Store located at 8965 Research Blvd., Austin, Texas; (4) a Goodwill Store located at 75 Brushy Creek Road, Cedar Park, Texas; (5) 2.2159 acres of land and a Goodwill Store located at 560 Highway 79 West, Hutto, Texas; (6) 2.0 acres of land and a Goodwill Store located at 1801 S. Ranch Road 620,

Lakeway, Texas; and (7) a building located at 6505 Burleson Road, Austin, Texas; and (C) paying certain expenses in connection with the issuance of the Loans.

"Property" means any and all rights, titles and interests of the Borrower in and to any and all property, whether real or personal, tangible or intangible, and wherever situated, including the cash, the Project and any other property financed or refinanced with proceeds of the Loans.

"Release Date" as used herein means the date on which the Loans have been paid and performed in full and this Agreement and the Notes have been released.

"Resolution" means the resolution of the Board of Directors of the Issuer authorizing the execution and delivery of this Agreement and addressing other matters related thereto, and any amendments or supplements thereto.

"Sponsoring Entity" means the City of Newark, Texas.

"State" means the State of Texas.

"Tangible Net Worth" means total assets minus total liabilities minus the net book value of all intangible assets, including without limitation, good will and intellectual property, all in accordance with GAAP.

"Taxable Adjustment Amount" means an amount equal to the difference, if any, between (i) the amount of interest on the principal amount of the Issuer Note actually paid to an owner or former owner of an Issuer Note since the effective date of a Taxable Event to the Interest Payment Date or redemption date on which such Taxable Adjustment Amount is first paid, and thereafter from the previous Interest Payment Date to the next Interest Payment Date or redemption date, and (ii) the amount of interest which would have been payable on such principal amounts to such owner or former owner for the same period since the date of the Taxable Event at a rate equal to the LIBOR Rate plus ___%, in each case calculated on the basis of actual days elapsed for a year of 360-days, except that if use of a year of 360-days results in interest exceeding any limitation on interest under Law, such interest shall be calculated on the basis of a year of 365- or 366-days, as applicable.

"Taxable Event" means the application of the proceeds of the Borrower Loan in any manner, the existence of any condition or the occurrence or nonoccurrence of any event, whether within or without the control of the Borrower, which has the result that, under the Code and the Regulations, all or any portion of the interest on the Issuer Note is or becomes includable in the gross income of a holder or former holder of the Issuer Note.

"Tribunal" means any state, commonwealth, county, municipal, federal, foreign, territorial or other governmental body, court, administrative department, commission, board, bureau, district, authority, agency, or instrumentality, or any arbitration authority.

"Work" means the furnishing of labor, materials, components, furniture, furnishings, fixtures, appliances, machinery, equipment, tools, power, water, fuel, lubricants, supplies, goods and/or services with respect to the Project.

Section 1.02 *Interpretative Matters.*

(a) Whenever the context requires:

(i) references in this Agreement to the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

ARTICLE II

THE ISSUER LOAN; REPAYMENT OF THE ISSUER LOAN

Section 2.01 Financing the Issuer Loan. Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.02, and for and in consideration of the payment by the Issuer of its obligations under this Agreement and the covenants and agreements herein contained, the Bank agrees to advance to the Issuer the Issuer Loan for the exclusive purpose of providing funds for the Borrower Loan to the Borrower to finance and refinance costs of the Project and to pay the Costs of Issuance. The proceeds of the Issuer Loan shall be disbursed on the Closing Date for such purposes.

Section 2.02 Conditions to Closing. The obligation of the Bank to make the Issuer Loan shall be subject to the following conditions:

(a) The representations of the Issuer herein shall be true, complete and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date;

(b) At the time of Closing, the Issuer Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Bank;

(c) At or prior to the Closing, the Bank shall have received each of the following documents in form and substance satisfactory to the Bank:

(i) This Agreement, executed by the authorized officers of the Issuer and the Borrower, with such changes or amendments as may have been approved by the Bank;

(ii) The Resolution;

(iii) General Certificate of the Issuer; and

(iv) Opinion of Bond Counsel.

(d) The satisfaction of all conditions necessary to the closing of the Borrower Loan as set forth in Section 3.02 of this Agreement.

Section 2.03 Issuer Loan.

(a) The Issuer Loan shall be evidenced by the Issuer Note. The Issuer Note shall be dated the Closing Date and shall be payable to the same extent as the Borrower Loan pursuant to Section 3.03 of this Agreement.

(b) Interest shall accrue and be paid on each Interest Payment Date on the outstanding and unpaid Principal Amount of the Issuer Loan from the Closing Date at the rate per annum and to the same extent as the Borrower Loan pursuant to Section 3.03 of this Agreement. Upon and during the continuation of an Event of Default, interest shall accrue at the Maximum Rate

(c) Any payment made in an amount less than the full amount then due and payable shall be deemed to constitute a payment of interest to the extent of all accrued interest then due and payable and the remainder of such payment, if any, shall be applied to the reduction of the Outstanding Principal Amount of the Issuer Loan.

(d) The Issuer will duly and punctually pay the principal and interest on the Issuer Loan in accordance with the terms of this Agreement; provided, however, that the Issuer Loan and the other obligations of the Issuer provided for herein shall be secured by and payable solely from a lien on, assignment and pledge of all of Issuer's right, title and interest in (i) this Agreement, and (ii) the Borrower Loan Payments. The Issuer agrees to assign the Borrower Note to the Bank to provide evidence of the obligation of the Borrower to make Borrower Loan Payments directly to the Bank.

(e) As additional interest on the Issuer Loan, the Issuer shall pay to the Bank, but solely from the Borrower Loan Payments, from the commencement date of any Taxable Event or from the Closing Date, if the Taxable Event is deemed retroactive to the Closing Date an amount equal to the Taxable Adjustment Amount.

Section 2.04 Issuer Loan Payments. All Issuer Loan Payments shall be made on the applicable payment dates as reflected in Exhibit B and shall be paid and delivered to the Bank.

Section 2.05 Prepayment of Issuer Loan.

(a) The Issuer shall have the right to prepay the outstanding Principal Amount of the Issuer Loan to the same extent that the Borrower Loan is prepaid pursuant to Section 3.06 of this Agreement.

(b) Written notice given to the Bank by the Borrower under Section 3.06 of this Agreement shall serve as adequate notice to the Bank of prepayment of the Issuer Loan.

Section 2.06 Limitation on Interest. All agreements between the Issuer and the Bank, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the Bank on the Issuer Loan, exceed the Maximum Rate. If, from any circumstances whatsoever, interest on the Issuer Loan would otherwise be payable to the Bank in excess of the maximum lawful amount, then the interest payable to the Bank shall be reduced to the maximum amount permitted under applicable Law; and if from any circumstances the Bank shall ever receive anything of value deemed interest by applicable Law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal of the Issuer Loan and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Issuer Loan, such excess shall be refunded to the Issuer. All interest paid or agreed to be paid on the Issuer Loan to the Bank shall, to the extent permitted by applicable Law, be amortized, prorated, allocated and spread throughout the full period of the Issuer Loan until payment in full of the principal so that the interest on the Issuer Loan for such full period shall not exceed the maximum amount permitted by applicable Law. This paragraph shall control all agreements between the Issuer and the Bank with respect to the Issuer Loan.

Section 2.07 Payment of Issuer Loan; Limited Obligation.

(a) The obligation of the Issuer to make the payments required by Section 2.03, but only from the sources specified in Section 2.03(d), shall be absolute and unconditional. The Issuer shall pay such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Issuer may have or assert against the Bank or any other Person.

(b) Until such time as the Issuer Loan is fully paid, the Issuer:

(i) will not suspend or discontinue any Issuer Loan Payment, or permit the suspension or discontinuance of any Borrower Loan Payments;

(ii) will perform and observe all of its other agreements contained in this Agreement; and

(iii) except by full payment and retirement of the Issuer Loan, will not terminate this Agreement for any cause.

(c) Notwithstanding anything herein, the payment by the Borrower of Borrower Loan Payments automatically discharges the obligation of the Issuer to make Issuer Loan Payments in the same amount and at the same time.

(d) The limited obligations of the Issuer hereunder are not the obligations of Travis County, Texas, Williamson County, Texas or the Sponsoring Entity, and are not the obligations of the officers, employees, or directors of the Issuer, Travis County, Texas, Williamson County, Texas, or the Sponsoring Entity and any such individuals acting on behalf of the Issuer, Travis County, Texas, Williamson County, Texas, or the Sponsoring Entity, are acting on behalf of such entities solely in their official capacities and not in their personal capacities.

Section 2.08 Security; Agreement as Security Agreement.

(a) As security for the repayment of the Issuer Loan, the Issuer hereby assigns to the Bank its rights under this Agreement including the right to receive the Borrower Loan Payments under the Borrower Note. An executed copy of this Agreement shall constitute a security agreement pursuant to applicable Law, with the Bank as the secured party. The lien, pledge, and security interest in favor of the Bank created in this Agreement shall become effective immediately upon the Closing, and the same shall be continuously effective for so long as any portion of the Issuer Loan remains unpaid.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be retained in the permanent records of the Issuer for so long as the Issuer Loan is Outstanding. Such records shall be open for inspection to any member of the general public and to any Person proposing to do or doing business with, or asserting claims against, the Issuer, at all times during regular business hours.

(c) Chapters 1201 and 1208, Texas Government Code, apply to the Issuer Note and the pledge of the Issuer made therein, and such pledge is therefore valid, effective and perfected. If any other applicable Law, in the opinion of counsel to the Issuer or in the opinion, reasonably exercised, of counsel to the Bank, requires any filing or other action additional to the filing pursuant to this Section in order to preserve the priority of the lien, pledge, and security interest of the Bank created by this Agreement, the Issuer shall diligently make such filing or take such other action to the extent required by Law to accomplish such result.

ARTICLE III

THE BORROWER LOAN; REPAYMENT OF THE BORROWER LOAN

Section 3.01 Financing the Borrower Loan. Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 3.02, and for and in consideration of the payment by the Borrower of its obligations under this Agreement and the covenants and agreements herein contained, the Issuer agrees to advance to, and for the sole use and benefit of, the Borrower the Borrower Loan for the exclusive purpose of providing funds to finance and refinance costs of the Project and to pay Costs of Issuance. The proceeds of the Borrower Loan shall be disbursed on the Closing Date for such purposes.

The Borrower may request an advance of the portion of the Borrower Loan not used to refinance debt related to the Project by delivering notice to the Bank at least two Business Days prior to the date of funding. The Borrower shall use the proceeds of such advances for the construction of the store in Pflugerville.

Section 3.02 Conditions to Closing. The obligation of the Issuer to make the Borrower Loan shall be subject to the following conditions:

- (a) The representations of the Borrower herein shall be true, complete and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date;
- (b) At the time of Closing, the Borrower Documents shall be in full force and effect;
- (c) At or prior to the Closing, the Issuer shall have received each of the following documents in form and substance satisfactory to the Bank:
 - (i) The Borrower Documents executed by the authorized officers of the Borrower with such changes or amendments as may have been approved by the Issuer;
 - (ii) General Certificate of the Borrower;
 - (iii) The resolution of the Governing Body of the Borrower approving the Borrower Loan;
 - (iv) An Opinion of Borrower's Counsel acceptable to the Bank;
 - (v) Appraisals, environmental site assessments, surveys and such other real estate due diligence items as the Bank shall reasonably request;
 - (vi) The Bank's title insurance policy and evidence of insurance required under this Agreement;
 - (vii) The approval of Travis County, Texas; and
 - (viii) The approval of Williamson County, Texas.
- (d) The satisfaction of all conditions necessary to the Closing of the Issuer Loan as set forth in Section 2.02 of this Agreement.

Section 3.03 Borrower Loan.

- (a) The Borrower Loan shall be evidenced by the Borrower Note. The Borrower Note shall be dated the Closing Date. Principal payments on the Borrower Loan shall be payable on each Principal Payment Date in the amounts indicated on Exhibit B to this Agreement. The Borrower Loan matures on December ____, 2022.
- (b) Interest shall accrue and be paid on each Interest Payment Date on the Outstanding and unpaid Principal Amount of the Borrower Loan from the Closing Date at the LIBOR Rate. Interest on the Borrower Loan shall be computed on the basis of the actual number of days elapsed and a 360-day year, except that if use of a year of 360-days results in interest exceeding any limitation on interest under Law, such interest shall be calculated on the basis of a year of 365- or 366-days, as applicable. Upon and during the continuation of an Event of Default, interest shall accrue at the Maximum Rate.
- (c) Any payment made in an amount less than the full amount then due and payable shall be deemed to constitute a payment of interest to the extent of all accrued interest then due and payable and the remainder of such payment, if any, shall be applied to the reduction of the Outstanding Principal Amount of the Borrower Loan.
- (d) As additional interest on the Borrower Loan, the Borrower shall pay from the commencement date of any Taxable Event or from the Closing Date, if the Taxable Event is deemed retroactive to the Closing Date an amount equal to the Taxable Adjustment Amount.

(e) If after the Closing Date, Bank will have determined that the adoption or implementation of any applicable Governmental Requirement regarding capital adequacy or any change therein, or any change in the interpretation or administration thereof by any central bank or other Governmental Authority charged with the interpretation or administration thereof, or compliance by Bank (or its parent) with any guideline, request, or directive regarding capital adequacy (whether or not having the force of law) of any such central bank or other Governmental Authority, has or would have the effect of reducing the rate of return on Bank's (or its parent's) capital as a consequence of its obligations hereunder or the transactions contemplated hereby to a level below that which Bank (or its parent) could have achieved but for such adoption, implementation, change, or compliance (taking into consideration Bank's policies with respect to capital adequacy) by an amount deemed by Bank to be material, then from time to time, within 10 Business Days after demand by Bank, Borrower will pay to Bank (or its parent) such additional amount or amounts as will compensate Bank for such reduction. A certificate of Bank claiming compensation under this Section and setting forth the additional amount or amounts to be paid to it hereunder will be conclusive, provided that the determination thereof is made on a reasonable basis. In determining such amount or amounts, Bank may use any reasonable averaging and attribution methods.

Section 3.04 Borrower Loan Payments. All Borrower Loan Payments shall be made on the applicable payment dates as provided in Section 3.03 and shall be paid to the Bank as the assignee of the Issuer and as holder of the Borrower Note at the address provided to the Borrower pursuant to Section 9.03.

Section 3.05 Borrower Loan Payments Due on Business Days. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 3.06 Prepayment of Borrower Loan.

(a) (a) The Borrower shall have the right to prepay the Borrower Loan, in whole or in part, at the end of each LIBOR Rate period without penalty.

(b) In the event of a prepayment, Borrower shall provide Bank at least three Business Days written or facsimile notice of its election to make such a principal prepayment, specifying the amount of the prepayment and the Principal Amount of the Borrower Loan to remain Outstanding.

Section 3.07 Limitation on Interest. All agreements between the Borrower and the Issuer, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the Issuer on the Borrower Loan, exceed the Maximum Rate. If, from any circumstances whatsoever, interest on the Borrower Loan would otherwise be payable to the Issuer in excess of the maximum lawful amount, then the interest payable to the Issuer shall be reduced to the maximum amount permitted under applicable Law; and if from any circumstances the Issuer shall ever receive anything of value deemed interest by applicable Law in excess of the maximum lawful amount, an amount equal to any excessive interest shall be applied to the reduction of the principal of the Borrower Loan and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Borrower Loan, such excess shall be refunded to the Borrower. All interest paid or agreed to be paid on the Borrower Loan to the Issuer shall, to the extent permitted by applicable Law, be amortized, prorated, allocated and spread throughout the full period of the Borrower Loan until payment in full of the principal so that the interest on the Borrower Loan for such full period shall not exceed the maximum amount permitted by applicable Law. This paragraph shall control all agreements between the Borrower and the Issuer.

Section 3.08 Nature of Obligations of the Borrower. The Borrower agrees that its obligations to make payments hereunder shall be absolute and unconditional, irrespective of any rights of set-off,

diminution, abatement, recoupment or counterclaim the Borrower might otherwise have against any Person, and the Borrower will perform and observe all its payment obligations and covenants, representations and warranties hereunder without suspension and will not terminate the Borrower Documents for any cause. The Borrower covenants not to seek and hereby waives to the extent permitted by applicable Law, the benefits of any rights which it may have at any time to any stay or extension of time for performance or to terminate, cancel or limit its liability under the Borrower Loan except through payment or deemed payment of the Borrower Loan as provided in the Borrower Documents. A holder of the Borrower Loan shall be entitled to rely upon the agreements and covenants in this Section regardless of the validity or enforceability of the remainder of this Agreement or any other Borrower Document or agreement.

The preceding paragraph shall not be construed to release the Issuer from the performance of any of its agreements contained in this Agreement, or except to the extent provided in this Section, Section 8.01, and Section 8.02, or prevent or restrict the Borrower, at its own cost or expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights in connection with the Project and its rights under the Borrower Documents.

Section 3.09 Disbursement of Borrower Loan. At Closing, the Borrower Loan shall be disbursed by the Bank to in accordance with a closing memorandum.

ARTICLE IV

REPRESENTATIONS

Section 4.01 Representations and Warranties of Bank. The Bank represents and warrants to the Issuer and the Borrower, the following:

(a) The Bank is an Alabama corporation duly organized and existing under the Laws of the State of Alabama, and has all necessary power and authority to enter into and perform this Agreement.

(b) The Bank has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the Bank of and compliance with the provisions of this Agreement will not conflict with any existing Law, regulation, rule, decree or order or any agreement or other instrument by which the Bank is bound.

Section 4.02 Representations and Warranties of the Issuer. The Issuer represents and warrants to the Bank and the Borrower as follows:

(a) The Issuer is a nonprofit cultural education facilities finance corporation duly incorporated, organized, validly existing and in good standing under the Acts and is empowered to act on behalf of the Sponsoring Entity.

(b) The Issuer has all requisite power, authority and legal right to execute and deliver the Issuer Documents and all other instruments and documents to be executed and delivered by the Issuer pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Issuer Documents. All corporate action on the part of the Issuer which is required for the execution, delivery, performance and observance by the Issuer of the Issuer Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Issuer do not contravene applicable Law or any contractual restriction binding on or affecting the Issuer.

(c) The Issuer has duly approved the borrowing of funds from the Bank; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Issuer of its obligations under any of the Issuer Documents.

(d) This Agreement is a legally valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its respective terms, except to the extent that the enforceability thereof may be affected by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity.

(e) There is no default of the Issuer in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Issuer Documents or the ability of the Issuer to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officer of the Issuer, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement, or (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Issuer Documents.

(g) In connection with the authorization, execution and delivery of this Agreement, the Issuer has complied with all provisions of the Laws of the State, including the Acts.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Issuer is a party or by which it is bound.

Section 4.03 Representations and Warranties of the Borrower. The Borrower represents and warrants to the Bank and the Issuer as follows:

(a) *No Conflict of Interest.* No elected or appointed public official, employee, agent or representative of the Sponsoring Entity or any of its official boards, commissions or committees or any member of the Governing Body of the Issuer has any direct or indirect interest of any kind, or any right, agreement or arrangement to acquire such an interest in the Project, as owner, contractor, subcontractor, shareholder, general or limited partner, tenant or otherwise that would violate or require disclosure or other action under any Law, regulation, charter or ordinance of the State or the Sponsoring Entity.

(b) *Representations Regarding the Project.*

(i) The Borrower intends to finance and refinance the Project and pay Costs of Issuance. The Project is located in its entirety within the boundaries of Travis County, Texas and Williamson County, Texas.

(ii) The Project is in furtherance of the public purposes of the Acts to finance and refinance cultural facilities.

(c) *Other Representations and Warranties.* Any certificate with respect to factual or financial matters signed by an Authorized Representative and delivered to the Issuer or the Bank shall be deemed a representation and warranty by the Borrower as to the statements made therein.

(d) *Financial Statements.* All financial statements and other financial information regarding the Borrower furnished by or on behalf of the Borrower to the Bank are true, correct, and complete as of the dates specified therein, fully and accurately present the financial condition of the Borrower as of the dates specified, and have been prepared in accordance with GAAP. No change has occurred in the Borrower's financial condition reflected therein since the respective

dates of the financial statements for the Borrower delivered to the Bank which constitutes a Material Adverse Effect. The Borrower is solvent after giving effect to all Loans and guaranties contemplated in the Loan Documents.

(e) *Litigation.* There is no pending or threatened Litigation to which the Borrower is a party involving or affecting the Project, the validity, enforceability, or priority of any of the Loan Documents, or which constitutes a Material Adverse Effect.

(f) *Existence and Rights.* True, correct and complete copies of the documents governing the Borrower's existence and authority have been delivered to the Bank. The Borrower is duly organized, validly existing, and in good standing under the Laws of the State; is lawfully doing business in the State; has full power and authority to operate the Project, and enter into and perform the Loan Documents; and has not conveyed, assigned or otherwise transferred (or agreed to do so) any development rights, air rights, utility rights, tap-in, availability, or capacity rights, easement or license rights, or other rights, privileges or attributes with respect to the Project.

(g) *Authorization, Conflicts, Enforceability.* The execution, delivery, and performance of this Agreement and the Borrower Note by the Borrower have been duly authorized by the Borrower and shall not cause or result in a violation or breach of, or a default (or provide cause for acceleration of any Indebtedness) under, any organizational document, agreement or other Legal Requirement by which the Borrower or any of the Borrower's Property are bound or affected. The Borrower is not in default under any obligation of the Borrower, any Legal Requirement applicable to the Project, or any other Legal Requirement which constitutes a Material Adverse Effect. The Loan Documents executed by the Borrower constitute the valid and legally binding obligations of the Borrower enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity.

(h) *Legal Requirements.* The Borrower has: (i) complied and will comply with all Legal Requirements relating to or affecting the Project, Loans (including all reporting requirements applicable to the Bank) or the Borrower; (ii) obtained and delivered true and correct copies to the Bank of, all required permits, licenses, approvals and consents from, and has made all filings with, any Tribunal (and the same have not lapsed nor been rescinded or revoked) necessary in connection with the execution, delivery or enforcement of any Loan Document and the performance of the Obligations; and (iii) no knowledge of, and has received no notice of, any violation of any Legal Requirement relating to or affecting the Project and the Borrower. The Project, and the intended use, occupancy, or operation thereof, comply and will comply with all applicable Legal Requirements. No part of the Project constitutes a nonconforming use under any zoning Law or similar Legal Requirement. All resolutions and actions of the Board of Directors of the Borrower relating to the Loans comply or will comply in all respects with the Constitution and Laws of the State of Texas and any applicable federal Laws, and the necessary actions taken or to be taken in connection with the adoption of the resolution approving the Loans, and the execution and delivery thereof, have not or will not have been repealed, rescinded or revoked. The Borrower has or will duly approve and ratify (i) the execution and/or delivery of this Agreement and related Loan Documents required to be executed and delivered by the Borrower in connection therewith and (ii) the taking of any and all such actions as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by the Borrower Documents. The Borrower is authorized under the Laws of the State and its organizational documents to enter into the transactions contemplated hereby and to perform all of its obligations hereunder.

(i) *Full Disclosure.* All plans, budgets, schedules, certificates, confirmations, statements, applications, rent rolls, affidavits, agreements, contracts, reports, studies, tests, opinions, and other materials and factual information furnished to the Bank by or on behalf of the Borrower in connection with the Loans are true, accurate and complete on the date as of which

the information is dated or certified and none is incomplete by omitting to state any material fact necessary to make such information not misleading. There is no material fact or information that the Borrower has not disclosed to the Bank that could have a Material Adverse Effect on the Project, or the condition (financial, business, or otherwise) of the Borrower. There has been no material change in any of the foregoing matters from the matters submitted or disclosed to the Bank. There has been no circumstance or event that constitutes a Material Adverse Effect.

(j) *Certain Regulatory Matters.* The proceeds of the Loans are not being used and shall not be used to purchase or carry any "margin stock" within the meaning of Regulation "U" of the Board of Governors of the Federal Reserve System, nor to extend credit to others for that purpose. The Borrower is in compliance (and will comply) with the Employee Retirement Income Security Act of 1974, as amended, and the Borrower has not incurred (and will not incur) any liability to the Pension Benefit Guaranty Corporation or any Tribunal succeeding to any or all of its functions thereunder. The Borrower is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, Sections 1445 and 7701.

(k) *Principal Office, Etc.* The principal office, chief executive office and principal place of business of the Borrower, and the place where the Borrower maintains its principal records and books, is at the Borrower's address for notices as specified in Section 9.03. The Loans are solely for corporate purposes of the Borrower, and are not for personal family, household or agricultural purposes.

(l) *Payment and Performance.* No Event of Default or, to the knowledge of the Borrower, Potential Default exists.

(m) *Regulatory Requirements.* All approvals, consents and orders of any governmental official, authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations under the Borrower Documents have been obtained or, as of the date of the closing of the Loans, will have been obtained and none of the approvals, consents or orders have or will have been repealed, rescinded or revoked.

(n) *Proceeds.* During the term of the Borrower Loan, the proceeds of the Borrower Loan shall be used by the Borrower only for the purpose of financing and refinancing cultural facilities consistent with the permissible scope of the Borrower's authority.

Each of the foregoing representations and warranties shall be deemed to have been made as of the date of this Agreement and again with respect to the Closing Date.

ARTICLE V

REMEDIES SECTION

Section 5.01 Remedies Available.

(a) Upon the occurrence of any Event of Default and at any time thereafter for so long as the Event of Default has not been cured, the Bank may take any action at Law or in equity to collect all amounts then due under this Agreement and to enforce compliance with any other obligation of the Issuer or the Borrower under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Bank shall, to the extent permitted by Law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Bank in the proceedings authorized under subsection (a) of this Section.

(c) Should an Event of Default occur, the Bank may but without any obligation to do so, at its option and at any time, and without presentment, demand, or protest, notice of default,

dishonor, demand, non-payment, or protest, notice of intent to accelerate all or any part of the Loans, notice of acceleration of all or any part of the Loans, or notice of any other kind, all of which the Issuer and the Borrower hereby expressly waive, except for any notice required by applicable statute which cannot be waived: (i) declare the Loans, or any part thereof, immediately due and payable, whereupon the same shall be due and payable; (ii) reduce any claim to judgment; (iii) to the maximum extent permitted under applicable Laws, set-off and apply any and all deposits (general or special, time or demand, provisional or final), funds, or assets at any time held and any and all other indebtedness at any time owing by the Bank to or for the credit or the account of the Issuer and the Borrower against any and all obligations, whether or not the Bank exercises any other right or remedy hereunder and whether or not such obligations are then matured; and/or (iv) exercise any and all rights and remedies afforded by any of the Issuer Documents or the Borrower Documents, or by Law or equity or otherwise, as the Bank deems appropriate.

(d) Notwithstanding any other provision of this Agreement, any remedy exercised against the Issuer requiring the payment of money shall be limited to money received from the limited sources described in Section 2.03(d).

Section 5.02 Fees and Expenses.

(a) The Borrower agrees to pay promptly upon demand therefor all costs paid, incurred or charged by the Issuer or the Bank in connection with the Loan, including without limitation all out-of-pocket expenses (including reasonable fees and expenses of attorneys employed by the Issuer or the Bank) reasonably incurred by the Issuer or the Bank in connection with the enforcement of any of its rights or remedies or the performance of its duties under this Agreement or the Notes.

(b) The Issuer or the Bank may enforce the Borrower's obligations under this Section independently of any other remedies available to any Person against the Borrower pursuant to the terms and provisions of this Agreement, the Borrower Documents and the Issuer Documents.

Section 5.03 Application of Money Collected. Any money collected as a result of the taking of remedial action pursuant to this Article V, including money collected as a result of foreclosing the liens of the Borrower Documents, shall be applied in Bank's sole discretion, including without limitation, to the costs of collection of such money, to the payment of the Loans and to cure the Event of Default with respect to which such remedial action was taken.

Section 5.04 Non-Exclusive Remedies. No remedy conferred upon or reserved to the Bank by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement, the Issuer Documents or the Borrower Documents or now or hereafter existing at Law or in equity.

Section 5.05 Delays. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 5.06 Limitation on Waivers. If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VI

DISCHARGE

Section 6.01 Discharge by Payment. When the Loans have been paid in full (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as

applicable), and all other amounts payable by the Issuer and the Borrower under this Agreement have been paid, the liens of this Agreement and the Mortgage shall be discharged and released, and the Bank, upon receipt of a written request by the Borrower and the payment by the Borrower of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and the Mortgage and execute and deliver to the Borrower such releases or other instruments as shall be requisite to release the lien hereof.

ARTICLE VII

TAX PROVISIONS

Section 7.01 Definitions. As used in this Article VII, each of the following terms shall have the indicated meaning.

“Code” means the Internal Revenue Code of 1986, as amended to the date of this Agreement.

“Costs of Issuance” means issuance costs with respect to the Issuer Loan within the meaning of Section 147(g) of the Code.

“Exempt Person” means a state or local governmental unit or an organization described in Section 501(c)(3) of the Code, to the extent such organization is acting within the scope of its exempt purpose and not in a “unrelated trade or business” as defined in Section 513(a) of the Code.

“Gross Proceeds” means any Proceeds and any Replacement Proceeds.

“Investment Proceeds” means earnings from the investment of the proceeds of the Issuer Loan plus any investment earnings thereon.

“Nonpurpose Investments” means any “investment property,” within the meaning of Section 148(b) of the Code, acquired with the Gross Proceeds of the Issuer Loan.

“Opinion of Counsel” means a written opinion of counsel who may (except as otherwise expressly provided in this Agreement) be counsel for the Issuer, the Borrower, or both and, when given with respect to the status of interest on the Issuer Loan under federal income tax law, shall mean counsel of nationally recognized standing in the field of municipal bond law.

“Proceeds” means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Issuer Loan.

“Rebate Amount” has the meaning ascribed in Section 1.148-3 of the Regulations.

“Regulations” means the applicable final, temporary or proposed Income Tax Regulations promulgated under the Code applicable to the Issuer Loan.

“Replacement Proceeds” has the meaning set forth in Section 1.148-1(c) of the Regulations.

“Sale Proceeds” means any amounts actually or constructively received from the sale (or other disposition) of any portion of the Issuer Loan, including amounts used to pay underwriter’s discount or compensation and accrued interest other than pre-issuance accrued interest. Sale Proceeds also include amounts derived from the sale of a right that is associated with any portion of the Issuer Loan and that is described in Section 1.148-4 of the Regulations.

“Transferred Proceeds” means, with respect to the portion of the Issuer Loan that is a refunding issue, proceeds that have ceased to be proceeds of a refunded issue and are transferred proceeds of the refunding issue by reason of Section 1.148-9 of the Regulations.

“Yield” of

(1) any Nonpurpose Investment means the actuarial yield of such Nonpurpose Investment calculated in accordance with Section 1.148-5 of the Regulations; and

(2) the Issuer Loan means the actuarial yield of the Issuer Loan calculated in accordance with Section 1.148-4 of the Regulations.

Section 7.02 Tax Exempt Status of Borrower. Borrower hereby represents and covenants as follows:

(a) Borrower is, and while the Issuer Loan is outstanding will maintain itself as, an organization exempt from federal income taxation as provided in section 501(a) of the Code by virtue of being described in section 501(c)(3) of the Code.

(b) Borrower will continue to conduct its operations in a manner that will result in it continuing to qualify as an organization described in section 501(c)(3) of the Code, including, but not limited to, the timely filing of all returns, reports, and requests for determination with the Internal Revenue Service ("IRS") and the timely notification of the IRS of all changes in its organization and purposes from the organization and purposes previously disclosed to the IRS.

(c) The purposes, character, activities, and methods of operation of Borrower are not, and while the Issuer Loan is outstanding will not be, materially different from the purposes, character, activities, and methods of operation at the time of its determination by the IRS to be an organization described in section 501(c)(3) of the Code (the "Determination").

(d) Borrower has not diverted, and while the Issuer Loan is outstanding and unpaid will not divert, a substantial part of its corpus or income for a purpose or purposes other than the purpose or purposes (a) for which it is organized or operated or (b) disclosed to the IRS in connection with the Determination.

(e) Borrower has not operated during its five most recent fiscal years or the current fiscal year, as of the date hereof, and while the Issuer Loan is outstanding will not operate, in a manner that would result in it being classified as an "action" organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of its activities.

(f) With the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to the purposes of Borrower, no individual who would be a "disqualified person" within the meaning of section 4958(f)(1) of the Code, with respect to Borrower, nor any person controlled by any such individual or individuals or any of their affiliates, nor any person having a personal or private interest in the activities of Borrower, has acquired or received, directly or indirectly, any income or assets, regardless of form, of Borrower during the current fiscal year and the five fiscal years preceding the current fiscal year, other than as reported to the IRS by Borrower.

(g) Borrower is not, and while the Issuer Loan is outstanding will operate so that it will not be, a "private foundation" within the meaning of section 509(a) of the Code.

(h) Borrower has not received any indication or notice whatsoever to the effect that its exemption under section 501(c)(3) of the Code has been revoked or modified, or that the IRS is considering revoking or modifying such exemption, and such exemption is still in full force and effect.

(i) Borrower has timely filed with the IRS all requests for determination, reports and returns required to be filed by it and such requests for determination, reports, and returns have not omitted or misstated any material fact, and Borrower has timely notified the IRS of any changes in its organization and operation occurring since the date of the Determination.

(j) Borrower has not devoted, and while the Issuer Loan is outstanding will not devote, more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of section 501(c)(3) of the Code.

(k) Borrower has not taken any action, nor does it know of any action that any other person has taken, nor does it know of the existence of any condition, and while the Issuer Loan is outstanding Borrower will not take any action, that would cause Borrower to lose its exemption from taxation under section 501(a) of the Code or cause interest paid to Bank under the Issuer Loan to be includable in the gross income of the recipient thereof for federal income tax purposes.

Section 7.03 Tax Exempt Status of Issuer Loan. Borrower and Issuer hereby represent and covenant as follows:

(a) Borrower and Issuer will comply with, and make all filings required by, all effective Regulations, rulings, procedures or notices promulgated by the United States Department of the Treasury (the "Department of the Treasury") or the IRS with respect to obligations such as the Issuer Loan, including especially Form 8038.

(b) The Proceeds of the Issuer Loan and any investment earnings thereon will be expended for the purposes set forth in this Agreement and while the Issuer Loan is outstanding and unpaid, the facilities financed and/or refinanced herewith shall be owned by an Exempt Person. No portion of the Proceeds will be used in an "unrelated trade or business" of Borrower within the meaning of section 513(a) of the Code unless Borrower receives an Opinion of Counsel to the effect that such use would not adversely affect the status of the Issuer Loan as an obligation described in section 103(a) of the Code.

(c) Borrower will not use or invest the proceeds of the Issuer Loan or any other amounts held in any account held for the payment of the Issuer Loan or any investment earnings thereon in a manner that will result in the Issuer Loan becoming private activity bonds (other than qualified 501(c)(3) bonds) within the meaning of sections 141 and 145 of the Code.

(d) Borrower will not use or permit to be used more than 5.0% of the proceeds of the Issuer Loan (including in such 5.0% all amounts used to pay Costs of Issuance), directly or indirectly, in any trade or business carried on by any person who is not an Exempt Person. For purposes of the preceding sentence, any use of proceeds of the Issuer Loan or any investment earnings thereon in any manner not in compliance with the guidelines set forth in Revenue Procedure 97-13, including any revisions or amendments thereto, shall constitute the use of such proceeds in the trade or business of a nonexempt person.

(e) Borrower will not use or permit the use of any portion of the proceeds of the Issuer Loan, including all investment income earned on such proceeds directly or indirectly, to make or finance loans to a person who is not an Exempt Person.

(f) At least 95% of the proceeds of the Issuer Loan will be used to finance and/or refinance capital expenditures, determined under general federal income tax principles, incurred after August 5, 1997.

(g) Taking into account the issue price (as defined in section 1.148-1(b) of the Regulations) of the various scheduled principal maturities of the Issuer Loan, the average term of the Issuer Loan does not exceed 120% of the average reasonably expected economic life of the financed properties weighted in proportion to the respective cost of each item comprising such properties the cost of which has been or will be financed and/or refinanced, directly or indirectly, with the net proceeds of the Issuer Loan. The reasonably expected economic life of each component already placed in service, if any, is decreased by the period of time measured from the date of issuance of the Issuer Loan to the date the component was placed in service. The reasonably expected economic life of each component not already placed in service, if any, may be increased by the period of time measured from the date of issuance of the Issuer Loan to the date the component is expected to be placed in service. In addition, land shall not be taken into account in determining the reasonably expected economic life of the financed properties, except that

in the event 25% or more of the collective net proceeds of the Issuer Loan, directly or indirectly, have been expended for land, such land shall be treated as having an economic life of 30 years and shall be taken into account for purposes of determining the reasonably expected economic life of the financed properties.

(h) The Costs of Issuance which are financed with proceeds of the Issuer Loan will not exceed an amount equal to 2.0% of the Sales Proceeds of the Issuer Loan.

(i) No portion of the proceeds of the Issuer Loan will be used to provide an airplane, a skybox or other private luxury box, a facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(j) Issuer and Borrower will not cause the Issuer Loan to be treated as a "federally guaranteed" obligation for purposes of section 149 of the Code, as may be modified in any applicable Regulations, rules, rulings, notices, procedures, or other official statements promulgated or proposed by the Department of the Treasury or the IRS with respect to "federally guaranteed" obligations described in section 149 of the Code. For purposes of this paragraph, the Issuer Loan shall be treated as "federally guaranteed" if (A) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (B) a significant portion of the proceeds of the Issuer Loan will be (1) used in making loans, the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (2) invested directly or indirectly in federally insured deposits or accounts, and (3) such guarantee is not described in section 149(b) of the Code.

(k) Borrower covenants that the Property financed and/or refinanced with proceeds of the Issuer Loan, will not be sold or otherwise disposed of in a transaction resulting in the receipt by Borrower of cash or other compensation, unless Borrower obtains an Opinion of Counsel that such sale or other disposition will not adversely affect the excludability of the interest on the Issuer Loan from gross income of Bank for federal income tax purposes. For purposes of the foregoing, the portion of the properties comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(l) Issuer covenants for the benefit of Bank and Borrower to take any action necessary to assure, or refrain from taking any action which would adversely affect, the treatment of the Issuer Loan as an obligation described in section 103(a) of the Code, the interest on which is not includable in the gross income of Bank for purposes of federal income taxation.

Section 7.04 Arbitrage Covenants. Borrower and Issuer hereby represent and covenant as follows with respect to certain matters concerning arbitrage:

(a) Borrower and the Issuer shall make such use of the proceeds of the Issuer Loan and any other funds constituting gross proceeds thereof, and take such further action as may be required so that the Issuer Loan will not constitute an "arbitrage bond" under section 148 of the Code.

(b) Borrower shall account separately for all Gross Proceeds and retain all of its accounting records relating to the Issuer Loan repayment and any calculations made in preparing the statements described in this Section 7.04 for at least five years after the final retirement of the Issuer Loan.

(c) Borrower shall calculate the Rebate Amount at least every five years after the Issuer Loan is issued and immediately remit any deficiency with respect to the Rebate Amount as required by section 148(f) of the Code. Borrower will not pay or agree to pay, directly or indirectly, to a party other than the United States of America, any amount that is required to be paid to the United States of America as a Rebate Amount as provided in section 148(f) of the Code. The amounts to be computed, paid, or disbursed under this Section 7.04(c) shall be determined by Borrower acting on behalf of Issuer within thirty days after each successive anniversary date of the date of closing of the Issuer Loan and after the date the Issuer Loan is paid or redeemed in whole in accordance with its terms. By such date, Borrower shall also notify, in writing, Bank and Issuer of the determinations Borrower has made and the payment to

be made pursuant to the provisions of this Section. Upon written request of Bank or Issuer, Borrower shall furnish to the Bank and Issuer a certificate (supported by reasonable documentation, which may include calculations by nationally recognized bond counsel or some other service organization or person) showing compliance with this Section 7.04(c) and other applicable provisions of section 148 of the Code.

(d) Borrower shall not invest any Gross Proceeds in any Nonpurpose Investment for which there is not an established market (except obligations purchased directly from the United States Treasury) or otherwise enter into any transaction that reduces the amount required to be paid to the United States pursuant to Section 7.04(c) because such transaction results in a smaller profit or a larger loss than would have resulted had the Yield on the Issuer Loan or the Nonpurpose Investment not been relevant to either party.

(e) Borrower shall not invest more than 50% of the Gross Proceeds in Nonpurpose Investments having a substantially guaranteed Yield for four years or more.

Section 7.05 Modification of Covenants. The covenants and representations contained in this Article VII are intended to maintain and preserve the tax-exempt status of the interest on the Issuer Loan by assuring compliance with the Code and any Regulations promulgated by the Department of Treasury pursuant thereto. Borrower will not be required to comply with a covenant contained in this Article VII if and to the extent Borrower obtains an Opinion of Counsel that failure to comply with such covenant will not adversely affect the exclusion from gross income of Bank for federal income tax purposes of interest on the Issuer Loan under section 103(a) of the Code. In the event that Regulations are hereafter promulgated which impose additional requirements which are applicable to the Issuer Loan, Borrower and Issuer agree to comply with such additional requirements to the extent necessary, in the Opinion of Counsel, to preserve the exclusion from gross income of Bank for federal income tax purposes of interest on the Issuer Loan under section 103(a) of the Code.

ARTICLE VIII

COVENANTS OF THE BORROWER

Section 8.01 Indemnification of Issuer Indemnified Parties.

(a) Indemnification. **THE BORROWER AGREES THAT IT WILL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS EACH OF THE ISSUER INDEMNIFIED PARTIES AGAINST ANY AND ALL LOSSES, INCLUDING LOSSES AS A RESULT OF THE NEGLIGENT ACTS OR OMISSIONS OF ANY ISSUER INDEMNIFIED PARTY, OTHER THAN LOSSES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR THEFT ON THE PART OF THE ISSUER INDEMNIFIED PARTY CLAIMING INDEMNIFICATION.**

(b) Release. **NONE OF THE ISSUER INDEMNIFIED PARTIES SHALL BE LIABLE TO THE BORROWER FOR, AND THE BORROWER HEREBY RELEASES EACH OF THEM FROM, ALL LIABILITY TO THE BORROWER FOR, ALL INJURIES, DAMAGES OR DESTRUCTION TO ALL OR ANY PART OF ANY PROPERTY OWNED OR CLAIMED BY THE BORROWER THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO THE DESIGN, CONSTRUCTION, OPERATION, USE, OCCUPANCY, MAINTENANCE OR OWNERSHIP OF THE PROJECT OR ANY PART THEREOF, EVEN IF SUCH INJURIES, DAMAGES OR DESTRUCTION DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, IN WHOLE OR IN PART, ONE OR MORE ACTS OR OMISSIONS, INCLUDING ACTS OR OMISSIONS CONSTITUTING NEGLIGENCE ON THE PART OF ANY ISSUER INDEMNIFIED PARTY (BUT NOT INCLUDING ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR THEFT ON THE PART OF THE ISSUER INDEMNIFIED PARTY CLAIMING RELEASE) IN CONNECTION WITH THE ISSUANCE OF THE LOANS OR IN CONNECTION WITH THE PROJECT.**

(c) *Subrogation.* Each Issuer Indemnified Party, as appropriate, shall reimburse the Borrower for payments made by the Borrower pursuant to this Section to the extent of any proceeds, net of all expenses of collection, actually received by it from any other source (but not from the proceeds of any claim against any other Issuer Indemnified Party) with respect to any Loss to the extent necessary to prevent a multiple recovery by such Issuer Indemnified Party with respect to such Loss. At the request and expense of the Borrower, each Issuer Indemnified Party shall claim or prosecute any such rights of recovery from other sources (other than any claim against another Issuer Indemnified Party) and such Issuer Indemnified Party shall assign its rights to such rights of recovery from other sources (other than any claim against another Issuer Indemnified Party), to the extent of such required reimbursement, to the Borrower.

(d) *Notice.* In case any Claim shall be brought or, to the knowledge of any Issuer Indemnified Party, threatened against any Issuer Indemnified Party in respect of which indemnity may be sought against the Borrower, such Issuer Indemnified Party promptly shall notify the Borrower in writing; provided, however, that any failure so to notify shall not relieve the Borrower of its obligations under this Section.

(e) *Defense.* The Borrower shall have the right to assume the investigation and defense of all Claims, including the employment of counsel and the payment of all expenses. Each Issuer Indemnified Party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Issuer Indemnified Party unless (i) the employment of such counsel has been specifically authorized by the Borrower, in writing, (ii) the Borrower has failed after receipt of notice of such Claim to assume the defense and to employ counsel, or (iii) the named parties to any such action (including any impleaded parties) include both an Issuer Indemnified Party and the Borrower, and the Issuer Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Borrower (in which case, if such Issuer Indemnified Party notifies the Borrower in writing that it elects to employ separate counsel at the Borrower's expense, the Borrower shall not have the right to assume the defense of the action on behalf of such Issuer Indemnified Party; provided, however, that the Borrower shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegation or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Issuer Indemnified Parties, which firm shall be designated in writing by the Issuer Indemnified Parties).

(f) *Cooperation; Settlement.* Each Issuer Indemnified Party shall cooperate with the Borrower in the defense of any action or Claim. The Borrower shall not be liable for any settlement of any action or Claim without the Borrower's consent but, if any such action or Claim is settled with the consent of the Borrower or there be final judgment for the plaintiff in any such action or with respect to any such Claim, the Borrower shall indemnify and hold harmless the Issuer Indemnified Parties from and against any Loss by reason of such settlement or judgment to the extent provided in Subsection (a).

(g) *Survival; Right to Enforce.* The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Borrower hereunder shall apply to Losses or Claims under Subsection (a) whether asserted prior to or after the termination of this Agreement. In the event of failure by the Borrower to observe the covenants, conditions and agreements contained in this Section, any Issuer Indemnified Party may take any action at Law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Section. The obligations of the Borrower under this Section shall not be affected by any assignment or other transfer by the Issuer of its rights, titles or interests under this Agreement and will continue to inure to the benefit of the Issuer Indemnified Parties after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Borrower to indemnify any Issuer Indemnified Party.

Section 8.02 Indemnification of Bank Indemnified Parties. THE BORROWER SHALL INDEMNIFY AND HOLD HARMLESS THE BANK INDEMNIFIED PARTIES FROM AND AGAINST, AND REIMBURSE THEM ON DEMAND FOR, ANY AND ALL BANK INDEMNIFIED MATTERS. SUCH INDEMNITIES SHALL NOT APPLY TO ANY BANK INDEMNIFIED PARTY TO THE EXTENT THAT THE SUBJECT OF THE INDEMNIFICATION IS SOLELY CAUSED BY OR ARISES OUT OF THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF SUCH BANK INDEMNIFIED PARTY. ANY AMOUNT TO BE PAID UNDER THIS SECTION BY THE BORROWER TO A BANK INDEMNIFIED PARTY SHALL BE A DEMAND OBLIGATION OWING BY THE BORROWER (WHICH THE BORROWER HEREBY PROMISES TO PAY) TO SUCH BANK INDEMNIFIED PARTY, SHALL BE PART OF THE OBLIGATIONS, EVEN IF IN EXCESS OF THE COMMITTED SUM, AND SHALL BE SECURED BY THE LOAN DOCUMENTS. NOTHING IN THIS SECTION, ELSEWHERE IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL LIMIT OR IMPAIR ANY RIGHTS OR REMEDIES OF ANY BANK INDEMNIFIED PARTY (INCLUDING WITHOUT LIMITATION ANY RIGHTS OF CONTRIBUTION OR INDEMNIFICATION) AGAINST THE BORROWER OR ANY OTHER PERSON UNDER ANY OTHER PROVISION OF THIS AGREEMENT, THE NOTES, ANY OTHER AGREEMENT OR ANY APPLICABLE LEGAL REQUIREMENT. THE INDEMNITIES IN THIS SECTION SHALL NOT TERMINATE UPON THE RELEASE DATE OR UPON THE RELEASE, OR OTHER TERMINATION OF ANY LOAN DOCUMENT OR NOTE BUT WILL SURVIVE THE RELEASE DATE, THE PAYMENT OF THE LOANS, THE DISCHARGE AND RELEASE OF THIS AGREEMENT AND THE NOTES, ANY BANKRUPTCY OR OTHER DEBTOR RELIEF PROCEEDING, AND ANY OTHER EVENT WHATSOEVER. SECTIONS 8.01(B) THROUGH (G) ABOVE SHALL ALSO APPLY TO THE INDEMNIFICATION UNDER THIS SECTION.

Section 8.03 Liquidations, Mergers, Consolidations. The Borrower shall not become a party to a merger or consolidation, or purchase or otherwise acquire all or a substantial part of the assets of any Person or any shares or other evidence of beneficial ownership of any Person, or dissolve, liquidate or cease operations.

Section 8.04 Use of Project for Sectarian Purposes. The Borrower agrees 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 Borrower Loan and all other transactions provided for in this Agreement to be made and effected in compliance with such laws and Constitutional provisions, no part of the Project financed or refinanced in whole or in part with proceeds of the Borrower Loan shall be used for sectarian instruction or as a place of religious worship or in connection with any part of the program of a school or department of divinity or any religious denomination.

Section 8.05 Litigation. If any Litigation is threatened or commenced: (a) that seeks to enjoin, prevent, or declare invalid or unlawful the Borrower's construction, occupancy, use or operation of the Project; (b) that endangers, questions or attacks the title to any part of the Project or the validity, enforceability, or priority of any Loan Document; (c) that seeks to levy upon or seize any part of the Project; (d) for any condemnation or taking of any part of or interest in the Project; (e) with respect to any claimed personal injury, death or property damage on or about the Project; (f) otherwise purporting to affect the Project; or (g) which constitutes a Material Adverse Effect; then the Borrower shall promptly and vigorously contest such Litigation in good faith, resist the entry of any temporary or permanent injunction, and seek the stay of any such injunction that may be entered. The Bank may (but shall not be obligated to) commence, appear in, or defend any such Litigation, compromise or discharge adverse claims made with respect to the Project, purchase tax titles, remove prior liens or security interests, and pay all necessary expenses, including attorneys' fees, incurred in connection with such Litigation, which the Borrower shall reimburse to the Bank on demand and which shall be part of the Obligations secured by the Loan Documents.

Section 8.06 Preservation of Existence and Rights. The Borrower shall maintain and preserve its existence under the Laws of its jurisdiction of organization and under State Laws; preserve, protect, renew and extend all franchises, permits, licenses, privileges, concessions and other material rights applicable to the Borrower or the Project; and shall not make any material change in its structure without the Bank's prior written consent.

Section 8.07 Payment and Performance. The Borrower shall perform all the Obligations in accordance with the Loan Documents. The Borrower shall promptly pay or cause to be paid when due all costs, expenses, debts and liabilities of any character (including all debts and liabilities for Work and for utilities serving the Project) incurred in the ownership, development, construction, management, maintenance, repair, restoration or operation of the Project.

Section 8.08 Maintenance and Use. The Borrower will maintain its properties in good order and in compliance with all applicable Legal Requirements.

Section 8.09 Notice to Bank. The Borrower shall promptly notify the Bank in writing of any of the following events, specifying in each case the action the Borrower has taken or proposes to take with respect thereto: (a) the existence of any Event of Default or Potential Default; (b) any default by the Borrower under any Legal Requirement, or any default by the Borrower in the performance of any obligation, which constitutes a Material Adverse Effect; (c) any Litigation instituted or threatened against the Borrower or the Project or any development in any such Litigation; (d) any actual or threatened condemnation or other taking of any portion of the Project, any negotiations with respect thereto, or any loss of or substantial damage to any portion of the Project; (e) any material labor controversy pending or threatened against the Borrower or any material development therein; (f) any cancellation, materially adverse alteration or non-renewal of any insurance coverage with respect to the Project; (g) receipt by the Borrower of a notice or claim that any use or condition of the Project is not materially in compliance with any Legal Requirement; and (h) any change in the Borrower's name.

Section 8.10 Costs and Expenses. Without limitation of any Loan Documents and to the extent not prohibited by applicable Laws, the Borrower shall pay all Costs of Issuance whether or not the Loans actually close.

Section 8.11 Further Assurances. The Borrower shall promptly and duly execute and deliver to the Bank, at Borrower's own expense, such further documents, instruments and assurances and take such further action as the Bank may from time to time reasonably request in order to carry out the intent of the Loans, and to establish and protect the rights and remedies created or intended to be created in favor of the Bank thereunder. The Borrower shall additionally provide, at its own expense, such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the Bank to comply with the requirements of any agency having jurisdiction over the Bank.

Section 8.12 No Assignment. The Borrower shall not assign, transfer or encumber its rights or Obligations under any Loan Document or any proceeds of the Borrower Loan without the consent of the Bank and the Issuer.

Section 8.13 Estoppel Certificate. The Borrower shall at any time furnish within 10 days of request by the Bank a written statement in such form as may be required by the Bank, stating (i) that the Loan Documents are valid, binding and enforceable obligations of the Borrower; (ii) the outstanding principal balance of the Loans; (iii) the date to which interest is paid; (iv) that the Loan Documents have not been released, subordinated or modified; (v) that there are no offsets or defenses against the enforcement of the Loan Documents, and (vi) any such other matters reasonably requested by the Bank. If any of the foregoing statements are untrue, the Borrower shall, alternatively, specify the reasons therefor.

Section 8.14 Financial Reporting. The Borrower shall furnish or cause to be furnished to the Bank the following:

- (a) As soon as available and in any event within 180 days after the end of each fiscal year of the Borrower, audited financial statements (which shall mean and include a balance sheet, statement of cash flows and a statement of activities) of the Borrower, for the immediately preceding fiscal year, prepared in accordance with GAAP consistently applied.

(b) As soon as available and in any event within 45 days after the end of each fiscal quarter of the Borrower, unaudited financial statements of the Borrower for the immediately preceding fiscal quarter.

(c) At the same time the statements in subsections (a) and (b) above are furnished, the Borrower shall also deliver to the Bank a certificate signed by the Borrower's chief financial officer in the form acceptable to the Bank and showing the compliance with all financial covenants hereunder and stating that such officer has reviewed the obligations of the Borrower under this Agreement and the Borrower Note, and the performance of the Borrower thereunder, and has consulted with such officers and employees of the Borrower as he or she deemed appropriate and necessary for the purpose of delivering this certificate, and based on such review and consultation, certifies that no Event of Default and no event which with the giving of notice or the passage of time or both, would constitute an Event of Default has occurred and is continuing under the aforementioned documents.

(d) As soon as available and in any event within 30 days after the start of each fiscal year, the budget of the Borrower for such fiscal year.

(e) Such other financial or reporting information as the Bank reasonably requests.

Section 8.15 Books and Records. The Borrower will keep accurate books and records in accordance with GAAP in which full, true and correct entries shall be promptly made with respect to the Project and the operation thereof.

Section 8.16 Inspection of the Project and the Property. The Bank and its representatives may enter upon the Property or Project to inspect the Property or Project at all reasonable times during normal business hours. The Bank shall be liable for any damages resulting from such inspections. The Borrower will cooperate and assist in such inspections.

Section 8.17 Insurance. The Borrower shall maintain insurance on its properties and business, including but not limited to, fire and extended coverage, vandalism, malicious mischief and burglary, comprehensive property damage, liability, and other insurance reasonably deemed necessary or otherwise reasonably required by the Bank. The Borrower shall obtain flood insurance if the property subject to the Mortgage lies in a flood hazard area. All such policies shall be in amount in at least equal to the amount of the Borrower Loan and shall name the Bank as "mortgagee" or "additional insured" on all such policies.

Section 8.18 Affiliates. The Borrower shall not enter into any transaction, including, without limitation, the purchase, sale or exchange of Property or the rendering of any service, with any Affiliate of the Borrower, except in the ordinary course of and pursuant to the reasonable requirements of the Borrower's business and upon fair and reasonable terms no less favorable to the Borrower than would be obtained in a comparable arm's length transaction with a Person not an Affiliate of the Borrower.

Section 8.19 Loans. The Borrower shall not make any loans to any Person or entity.

Section 8.20 Fixed Charge Coverage Ratio. The Borrower will maintain, as of the end of each fiscal quarter on a rolling four quarter basis, a Fixed Charge Coverage Ratio of at least 1.10 to 1.0.

Section 8.21 Indebtedness to Tangible Net Worth. The Borrower will maintain, as of the end of each fiscal quarter, a ratio of Indebtedness to Tangible Net Worth of not greater than 2.0 to 1.0.

Section 8.22 Banking Relationship. The Borrower agrees to maintain its primary banking relationship with the Bank.

Section 8.23 Sale of Assets. The Borrower shall not sell, lease, assign, transfer or otherwise dispose of any of its assets or Properties, other than in the ordinary course of business.

Section 8.24 *Sale and Leaseback*. The Borrower shall not enter into any arrangement with any Person pursuant to which it leases from such Person real or personal Property that has been or is to be sold or transferred, directly or indirectly, by it to such Person.

Section 8.25 *Prepayment*. The Borrower shall not prepay any Indebtedness, except the Obligations in accordance with the terms of this Agreement.

Section 8.26 *Liens*. The Borrower shall not create, incur or permit to exist any Lien or encumbrance on any of its assets, other than (a) Liens and security interests securing Indebtedness owing to the Bank, (b) Liens for taxes, assessments or similar charges that are (i) not yet due or (ii) being contested in good faith by appropriate proceedings and for which Borrower has established adequate reserves, and (c) Liens and security interests existing as of the Closing Date which have been disclosed to and approved by the Bank in writing.

Section 8.27 *Indebtedness*. The Borrower shall not create, incur, permit or assume any Indebtedness, other than (a) Indebtedness to the Bank, (b) Indebtedness outstanding on the Closing Date which has been disclosed to and approved by the Bank in writing and (c) Indebtedness in an aggregate amount not to exceed \$500,000.

Section 8.28 *Transfer of Ownership*. The Borrower shall not permit the sale, pledge or other transfer of any of the ownership interests in Borrower.

Section 8.29 *Loans and Investments*. The Borrower shall not make any advance, loan, extension of credit, or capital contribution to or investment in, or purchase any stock, bonds, notes, debentures, or other securities of, any Person other than investments of the endowment fund in accordance with the Borrower's investment policy.

ARTICLE IX

MISCELLANEOUS

Section 9.01 *Term of Agreement*. This Agreement shall become effective upon the Closing and shall continue in full force and effect until all obligations of the Issuer and the Borrower under this Agreement have been fully paid.

Section 9.02 *Notices*.

(a) All notices, certificates, or other communications required by or made pursuant to this Agreement shall be in writing and given by certified or registered United States mail, return receipt requested or by Federal Express or other overnight courier service, addressed as follows:

(i) if to the Bank:

Compass Mortgage Corporation
1703 W. 5th Street, Ste. 500
Austin, Texas 78703
Attention: Sylvia Maggio

(ii) if to the Issuer:

Newark Cultural Education Facilities Finance Corporation
c/o City of Newark, Texas
209 Hudson
Newark, Texas 76071
Attention: Mayor

(iii) if to the Borrower:

Goodwill Industries of Central Texas and
Goodwill Temporary Services, Inc.
1015 Norwood Park Blvd.
Austin, Texas 78753
Attention: Chief Financial Officer

(b) The Issuer, the Bank, and the Borrower may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this Section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this Section supersedes this Section to the extent of the conflict.

Section 9.03 Survival of Representations and Warranties. All representations and warranties made in this Agreement or any other Loan Document including any Loan Document furnished in connection with this Agreement shall survive the execution and delivery of this Agreement and the other Loan Documents, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

Section 9.04 Non-Application of Chapter 346 of Texas Finance Code. The provisions of Chapter 346 of the Texas Finance Code are specifically declared by the parties not to be applicable to this Agreement or any of the Loan Documents or the transactions contemplated hereby.

Section 9.05 Arbitration. ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOANS OR ANY RELATED INSTRUMENTS, AGREEMENTS OR DOCUMENTS, INCLUDING ANY CLAIM BASED ON OR ARISING FROM ANY ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF J.A.M.S./ENDISPUTE AND ANY SUCCESSOR THEREOF (J.A.M.S.), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS AGREEMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.

THE ARBITRATION SHALL BE CONDUCTED IN TRAVIS COUNTY, TEXAS, AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS.

Section 9.06 Section 26.02 Notice. THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AGREEMENT, AND MAY

NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO.

Section 9.07 Binding Effect; Assignment. This Agreement shall (i) be binding upon the Issuer, its successors and assigns and the Borrower, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Bank and its successors, transferees and assigns; provided that neither the Issuer nor the Borrower may assign all or any part of this Agreement without the prior written consent of the Bank.

Section 9.08 Amendments Require Consent of Bank. The Issuer and the Borrower may not amend, or agree or consent to amendment of, the Issuer Documents or the Borrower Documents without the prior written consent of the Bank.

Section 9.09 Entire Agreement. THE ISSUER DOCUMENTS AND THE BORROWER DOCUMENTS CONTAIN THE ENTIRE AGREEMENT AMONG THE PARTIES, AND THERE ARE NO OTHER REPRESENTATIONS, ENDORSEMENTS, PROMISES, AGREEMENTS, OR UNDERSTANDINGS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AMONG THE ISSUER, THE BORROWER, AND THE BANK.

Section 9.10 Severability. If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 9.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 9.12 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the Laws of the State and, if applicable, federal Law.

Section 9.13 Patriot Act. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive department, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are hereinafter collectively referred to as the "Patriot Rules" and are incorporated into this section. The Borrower represents and warrants to the Bank that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such Person. The Borrower further represents and warrants to the Bank that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this Agreement on behalf of any Person named as a Specially Designated National and Blocked Person. The Borrower hereby agrees to defend, indemnify and hold harmless the Bank from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

COMPASS MORTGAGE CORPORATION

By: _____
Name: _____
Title: _____

NEWARK CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION

By: _____
President, Board of Directors

GOODWILL INDUSTRIES OF CENTRAL TEXAS

By: _____
Gerald L. Davis
President

GOODWILL TEMPORARY SERVICES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A-1

FORM OF BORROWER NOTE

**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER, AND IS NOT
A REGISTERED OBLIGATION**

PROMISSORY NOTE

NEITHER THE STATE, TRAVIS COUNTY, TEXAS, WILLIAMSON COUNTY, TEXAS, THE CITY OF NEWARK, TEXAS NOR ANY POLITICAL ISSUER, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THIS NOTE OR THE INTEREST THEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, TRAVIS COUNTY, TEXAS, WILLIAMSON COUNTY, TEXAS, THE CITY OF NEWARK, TEXAS, OR ANY OTHER POLITICAL ISSUER, SUBDIVISION, OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE.

Principal Amount: \$ _____

FOR VALUE RECEIVED, GOODWILL INDUSTRIES OF CENTRAL TEXAS and GOODWILL TEMPORARY SERVICES, INC. (collectively, the "Borrower"), does hereby promise to pay to the order of Newark Cultural Education Facilities Finance Corporation (the "Issuer"), or, if the right to receive payment hereof has been assigned by the Issuer in accordance with the terms of the Loan Agreement (the "Loan Agreement") dated as of December __, 2012 by and among the Issuer, the Borrower, and COMPASS MORTGAGE CORPORATION, to such assignee (referred to hereinafter as the "Bank"), in lawful money of the United States of America, the Principal Amount set forth above, together with interest from the Closing Date (as defined in the Loan Agreement) until the earlier of the maturity or prepayment hereof at the LIBOR Rate in installments as set forth in Exhibit B to the Loan Agreement. Such interest shall be calculated on the basis of actual days elapsed for a year of 360-days, except that if use of a year of 360-days results in interest exceeding any limitation on interest under Law, such interest shall be calculated on the basis of a year of 365- or 366-days, as applicable.

Notwithstanding any other provisions of this Note, interest payable on this Note, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable Law (whether denominated as interest or as any other type of payment hereunder or thereunder, respectively) shall not exceed, and shall automatically be reduced to, the maximum amount or Maximum Rate (as defined in the Loan Agreement) and all such costs, consideration, and payments constituting interest shall be pro-rated, spread, and allocated, to the fullest extent permitted by Law, to such periods and loan amounts as will cause the money so paid or received to conform to and comply with applicable Law and the Maximum Rate.

If the Borrower shall fail to make any payment under the terms of this Note (other than the payment due at maturity) within ten (10) days after the date such payment is due, the Borrower shall pay to the Bank on demand a late charge equal to five percent (5%) of the amount of such payment. Such ten (10) day period shall not be construed as in any way extending the due date of any payment. The late charge is imposed for the purpose of defraying the expenses of the Bank incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other amount that the Bank may be entitled to receive or action that Bank may be authorized to take as a result of such late payment.

UNLESS THE BORROWER SHALL BE IN DEFAULT under the Loan Agreement (in which case the amounts paid hereon shall be applied to the payment of the amounts and in the order specified in

Section 3.03 of the Loan Agreement), all sums paid hereon shall be applied first to the satisfaction of interest, and the balance to the unpaid principal amount of this Note.

THIS NOTE is the Note referred to in the Loan Agreement as the "Borrower Note", and is subject to all of the terms, conditions, and provisions thereof, including those respecting the prepayment and the acceleration of maturity hereof. This Note matures on December ____, 2022.

THE BORROWER hereby acknowledges that, pursuant to the Loan Agreement, the Issuer is assigning to Compass Mortgage Corporation all of the Issuer's rights, title, and interest in and to this Note.

THIS NOTE is a contract made under and shall be construed in accordance with and governed by the Laws of the State of Texas.

Dated: December ____, 2012

GOODWILL INDUSTRIES OF CENTRAL TEXAS

By: _____
Name: _____
Title: _____

GOODWILL TEMPORARY SERVICES, INC.

By: _____
Name: _____
Title: _____

ENDORSEMENT

Pay to the order of COMPASS MORTGAGE CORPORATION for the Issuer Loan made pursuant to the Loan Agreement without recourse or warranty, except warranty of good title, warranty that the Issuer has not assigned this Note to a party other than the Bank, and warranty that the original principal amount hereof remains unpaid.

NEWARK CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION

By: _____
President

EXHIBIT A-2

FORM OF ISSUER NOTE

**THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER, AND IS NOT
A REGISTERED OBLIGATION**

PROMISSORY NOTE

NEITHER THE STATE, TRAVIS COUNTY, TEXAS, WILLIAMSON COUNTY, TEXAS THE CITY OF NEWARK, TEXAS NOR ANY POLITICAL ISSUER, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THIS NOTE OR THE INTEREST THEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, TRAVIS COUNTY, TEXAS, WILLIAMSON COUNTY, TEXAS, THE CITY OF NEWARK, TEXAS, OR ANY OTHER POLITICAL ISSUER, SUBDIVISION, OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE.

Principal Amount: \$ _____

FOR VALUE RECEIVED, NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION (the "Issuer"), does hereby promise to pay to the order of COMPASS MORTGAGE CORPORATION (the "Bank"), in lawful money of the United States of America, the Principal Amount set forth above, together with interest from the Closing Date (as defined in the Loan Agreement dated as of December ___, 2012, by and among the Issuer, GOODWILL INDUSTRIES OF CENTRAL TEXAS and GOODWILL TEMPORARY SERVICES, INC. and the Bank (the "Loan Agreement")) until the earlier of the maturity or prepayment hereof at the LIBOR Rate, in installments as set forth in Exhibit B to the Loan Agreement. Such interest shall be calculated on the basis of actual days elapsed for a year of 360-days, except that if use of a year of 360-days results in interest exceeding any limitation on interest under Law, such interest shall be calculated on the basis of a year of 365- or 366-days, as applicable.

Notwithstanding any other provisions of this Note, interest payable on this Note, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable Law (whether denominated as interest or as any other type of payment hereunder or thereunder, respectively) shall not exceed, and shall automatically be reduced to, the maximum amount or Maximum Rate (as defined in the Loan Agreement); and all such costs, consideration, and payments constituting interest shall be pro-rated, spread, and allocated, to the fullest extent permitted by Law, to such periods and loan amounts as will cause the money so paid or received to conform to and comply with applicable Law and the Maximum Rate.

If the Issuer shall fail to make any payment under the terms of this Note (other than the payment due at maturity) within ten (10) days after the date such payment is due, the Issuer shall pay to the Bank on demand a late charge equal to five percent (5%) of the amount of such payment. Such ten (10) day period shall not be construed as in any way extending the due date of any payment. The late charge is imposed for the purpose of defraying the expenses of the Bank incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other amount that the Bank may be entitled to receive or action that Bank may be authorized to take as a result of such late payment.

UNLESS THE ISSUER SHALL BE IN DEFAULT under the Loan Agreement (in which case the amounts paid hereon shall be applied to the payment of the amounts and in the order specified in Section 2.03 of the Loan Agreement), all sums paid hereon shall be applied first to the satisfaction of interest, and the balance to the unpaid principal amount of this Note.

THIS NOTE is the Note referred to in the Loan Agreement as the "Issuer Note", and is subject to all of the terms, conditions, and provisions thereof, including those respecting the prepayment and the acceleration of maturity hereof. This Note matures on December ____, 2022.

THIS NOTE is payable solely from the sources and funds provided in the Loan Agreement and from no other source. The holder of this Note shall have no recourse against the Issuer or any of its assets other than those provided in the Loan Agreement.

THIS NOTE is a contract made under and shall be construed in accordance with and governed by the Laws of the State of Texas.

NEWARK CULTURAL EDUCATION
FACILITIES FINANCE CORPORATION

Dated: December ____, 2012

By: _____
President

EXHIBIT B
SCHEDULE OF PRINCIPAL PAYMENTS



ITEM 28

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012 Executive Session

Prepared By: Greg Chico **Phone #:** ext. 44659

Division Director/Manager: Steven M. Manilla, P.E.

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a counter-offer received by Travis County from Quarry Lot 8, Ltd. for sale of various parcels of property needed for right-of-way and associated easements, and required for transportation-related improvements planned as part of the Slaughter Lane (East) Roadway Improvement Project in Precinct Four.

(Note 2: EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, REAL PROPERTY).

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Steve Sun, P.E.	Acting Public Works Director	TNR	854-9383
Mo Mortazavi, P.E.	Project Manager	TNR	854-9383
Greg Chico	Real Estate Manager	TNR	854-4659
Dee Heap	Real Estate Rep.	TNR	854-7647

SM:GC:gc

3105 - Public Works/ROW- Slaughter Lane East / Quarry Lot 8, Ltd.



ITEM 29

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012 Executive Session

Prepared By: Greg Chico **Phone #:** ext. 44659

Division Director/Manager: Steven M. Manilla, P.E.

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a counter-offer received by Travis County from Dannelly Tract, Ltd. for sale of various parcels of property needed for right-of-way and associated easements, and required for transportation-related improvements planned as part of the Slaughter Lane (East) Roadway Improvement Project in Precinct Four.

(Note 2: EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, REAL PROPERTY).

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Steve Sun, P.E.	Acting Public Works Director	TNR	854-9383
Mo Mortazavi, P.E.	Project Manager	TNR	854-9383
Greg Chico	Real Estate Manager	TNR	854-4659
Dee Heap	Real Estate Rep.	TNR	854-7647

SM:GC:gc

3105 - Public Works/ROW- Slaughter Lane East / Dannelly Tract, Ltd.

ITEM 30



Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By/Phone Number: Barbara Wilson, 854-9567

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Consultation with County Attorney and take appropriate action regarding requirements of Internal Revenue Code related to reporting income related to benefits for certain dependents. (Executive Session pursuant to Gov't Code Ann. 551.071).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney, 854-9567

Leslie Browder, County Executive, PBO 854-8679

Diane Poirot, Director HRMD, 854-9165

John Rabb, Benefits Director HRMD, 854-9165

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

ITEM 37



Travis County Commissioners Court Agenda Request

Meeting Date: 11/13/2012

Prepared By/Phone Number: Tom Nuckols (4-9262)

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Biscoe

AGENDA LANGUAGE: Consult With County Attorney and Take Appropriate Action On Amendments To Slaughter Lane Participation Agreement. (Executive Session under Gov't. Code Ann. §551.071, Consultation with Attorney.)

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.



**Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation**

Meeting Date: November 13, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve Neighborhood Stabilization Program Contract No. 77090000157, Amendment No. 4.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Budget Manager/854-9066



RECEIVED

12 OCT 25 PM 2:05

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

Rick Perry
GOVERNOR

BOARD MEMBERS
J. Paul Oser, *Chair*
Tom H. Gann, *Vice Chair*
Leslie Bingham-Escareño
Lowell A. Keig
Juan S. Muñoz, PhD
J. Mark McWatters

October 24, 2012

Samuel T. Biscoe
President
Travis County Housing Finance Corporation
314 W. 11th St., Ste. 540
Austin, Texas 78701

RE: NSP CONTRACT #77090000157, AMENDMENT NO. 4

Dear Mr. Biscoe:

Enclosed please find your NSP Contract Amendment No. 4. This is an amendment to Exhibit C, "Milestones and Thresholds".

Amendment No. 4 was requested and processed in accordance with the requirements of Section 16, Changes and Amendments, Paragraph D, of the Texas NSP Contract.

If you should have any questions or concerns, please do not hesitate to contact me or Sue Nance at sue.nance@tdhca.state.tx.us or phone number 512.936.7741.

Sincerely,

Marni Holloway,
Texas NSP Director



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

TEXAS NEIGHBORHOOD STABILIZATION PROGRAM

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

AMENDMENT NO. 4 ("Fourth Amendment")

Section 1.

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas ("Department") and the Travis County Housing Finance Corporation, a Texas Housing Finance Corporation ("Contractor"), hereinafter collectively referred to as "Parties", do hereby contract and agree to amend Contract No. 77090000157 ("Contract"), executed by the Parties to be effective on September 1, 2009, as amended by Amendment No. 1 ("First Amendment") executed by Parties on or about August 30, 2010, and Amendment No. 2 ("Second Amendment") executed by Parties on or about December 13, 2010, and Amendment No. 3 ("Third Amendment") executed by Parties on or about February 8, 2012.

Section 2.

Under the authority described in Section 16 of the Contract and under 10 TAC Section 9.4, and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to further amend the Contract in the manner provided herein below:

1. Section 2, Contract Period, of the Contract is hereby amended to read as follows: "This Contract shall commence on September 1, 2009 (Start Date), and shall terminate on December 31, 2012 (End Date), unless otherwise specifically provided by the terms of this Contract."
2. Exhibit C to the Contract, "Milestones and Thresholds", is replaced in its entirety with the attached Exhibit C consisting of 1 page.

Section 3.

This Fourth Amendment is executed on the date that it is signed on behalf of the Department by its duly authorized representative but effective as of June 30, 2012, the date by which the Contract would have expired by its terms but for this Fourth Amendment and that this Fourth Amendment memorializes the agreement of the Parties, as amended hereby, has been in effect since its original execution without lapse, it being the mutual intent of the Parties that this be the case. The Parties' mutual assent to be bound as of June 30, 2012 from above in this section is further memorialized by the numerous correspondences since June 30, 2012 and by authorized action by the Department's Governing Board on July 10, 2012.

Section 4.

Except as amended hereby, the terms of the Contract as amended by First, Second and Third Amendment identified in Section 1, shall remain in effect as therein set forth and will continue to govern except to the extent that said terms conflict with the terms of this Fourth Amendment, and the Contractor hereby acknowledges and reaffirms its liability there under. In the event of an inconsistency between this Fourth Amendment and the terms of the Contract as amended by First, Second and Third Amendment, this Fourth Amendment shall govern.

Section 5.

This Fourth Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

Section 6.

If either of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or electronic transmission to be its original signature.

Section 7.

By signing this Fourth Amendment, the Parties hereto expressly understand and agree that this Fourth Amendment shall become a part of the Contract identified above in Section 1 above as amended as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE JUNE 30, 2012:

Travis County Housing Finance Corporation, a Texas Housing Finance Corporation

By: _____
Name: Samuel T. Biscoe
Title: President
Date: _____

THIS FOURTH AMENDMENT IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

APPROVED AND ACCEPTED ON BEHALF OF:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: _____
Name: _____
Its: Duly authorized officer or representative
Date: _____

EXHIBIT C, Amendment # 4

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

MILESTONES AND THRESHOLDS

All Acquisition 100% Obligated	May 30, 2011
All addresses (activities) set up in system	November 15, 2011
Contract 100% Expended (including audit and reserves)	December 31, 2012
All properties in eligible use	December 31, 2012
Loan Repayment begins (if properties not put into eligible use)	December 31, 2012

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

TEXAS NEIGHBORHOOD STABILIZATION PROGRAM

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

AMENDMENT NO. 4 ("Fourth Amendment")

Section 1.

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas ("Department") and the Travis County Housing Finance Corporation, a Texas Housing Finance Corporation ("Contractor"), hereinafter collectively referred to as "Parties", do hereby contract and agree to amend Contract No. 77090000157 ("Contract"), executed by the Parties to be effective on September 1, 2009, as amended by Amendment No. 1 ("First Amendment") executed by Parties on or about August 30, 2010, and Amendment No. 2 ("Second Amendment") executed by Parties on or about December 13, 2010, and Amendment No. 3 ("Third Amendment") executed by Parties on or about February 8, 2012.

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2. Exhibit C to the Contract, "Milestones and Thresholds", is replaced in its entirety with the attached Exhibit C consisting of 1 page.

Section 3.

This Fourth Amendment is executed on the date that it is signed on behalf of the Department by its duly authorized representative but effective as of June 30, 2012, the date by which the Contract would have expired by its terms but for this Fourth Amendment and that this Fourth Amendment memorializes the agreement of the Parties, as amended hereby, has been in effect since its original execution without lapse, it being the mutual intent of the Parties that this be the case. The Parties' mutual assent to be bound as of June 30, 2012 from above in this section is further memorialized by the numerous correspondences since June 30, 2012 and by authorized action by the Department's Governing Board on July 10, 2012.

Section 4.

Except as amended hereby, the terms of the Contract as amended by First, Second and Third Amendment identified in Section 1, shall remain in effect as therein set forth and will continue to govern except to the extent that said terms conflict with the terms of this Fourth Amendment, and the Contractor hereby acknowledges and reaffirms its liability there under. In the event of an inconsistency between this Fourth Amendment and the terms of the Contract as amended by First, Second and Third Amendment, this Fourth Amendment shall govern.

Section 5.

This Fourth Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

Section 6.

If either of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or electronic transmission to be its original signature.

Section 7.

By signing this Fourth Amendment, the Parties hereto expressly understand and agree that this Fourth Amendment shall become a part of the Contract identified above in Section 1 above as amended as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE JUNE 30, 2012:

Travis County Housing Finance Corporation, a Texas Housing Finance Corporation

By: _____
Name: Samuel T. Biscoe
Title: President
Date: _____

THIS FOURTH AMENDMENT IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

APPROVED AND ACCEPTED ON BEHALF OF:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: _____
Name: _____
Its: Duly authorized officer or representative
Date: _____

EXHIBIT C, Amendment # 4

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

MILESTONES AND THRESHOLDS

All Acquisition 100% Obligated	May 30, 2011
All addresses (activities) set up in system	November 15, 2011
Contract 100% Expended (including audit and reserves)	December 31, 2012
All properties in eligible use	December 31, 2012
Loan Repayment begins (if properties not put into eligible use)	December 31, 2012

ITEM 1



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

Meeting Date: November 13, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve a successor trustee for the Travis County Health Facilities Development Corporation, the Travis County Cultural Education Facilities Finance Corporation, the Capital Industrial Development Corporation and the Travis County Development Authority.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Budget Manager/854-9066

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

CORPORATE TRUST SERVICES

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION; CAPITAL INDUSTRIAL

DEVELOPMENT CORPORATION; TRAVIS COUNTY DEVELOPMENT AUTHORITY ; TRAVIS COUNTY

CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

SUCCESSOR TRUSTEE SERVICES

The information contained in this presentation is intended only for the use of the individual or entity named and may be privileged and/or confidential. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited by law.

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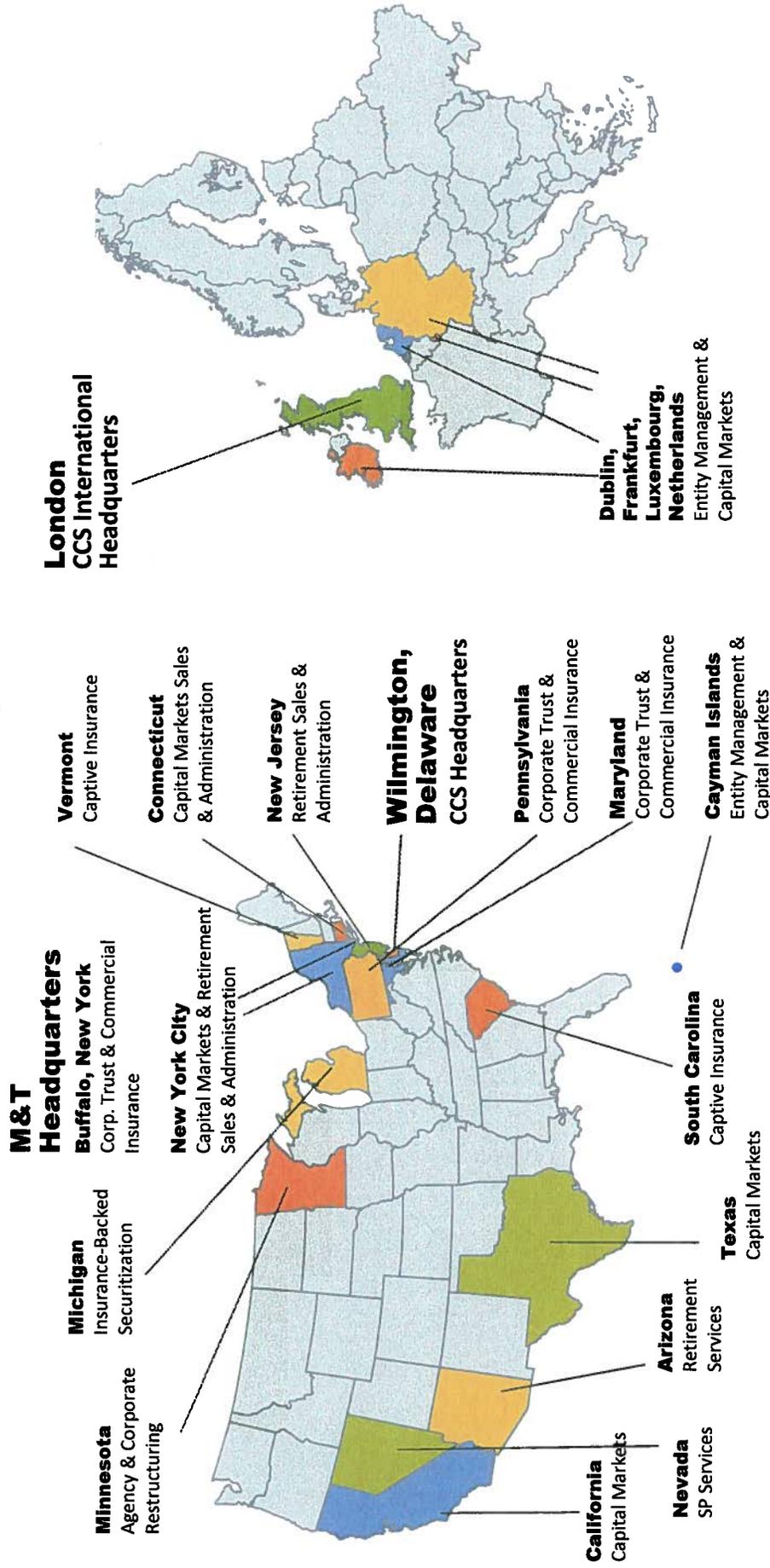
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Corporate Trust Services



**WILMINGTON
TRUST**

PRESENCE AND EXPERTISE IN KEY JURISDICTIONS



WILMINGTON TRUST

Corporate Trust Services

WILMINGTON TRUST-M&T BANK OVERVIEW

- ❑ 16th largest US-based Commercial Bank Holding Company
- ❑ \$78+ billion total assets
- ❑ Over 770 branches in eight states 16,000 employees
- ❑ Over 1,500 ATMs across footprint
- ❑ 2 million retail customers, 220,000 commercial customers
- ❑ \$80 billion in assets under management

Corporate Trust Services



WILMINGTON
TRUST

M&T BANK OVERVIEW (PARENT OF WILMINGTON TRUST)

A. Lowest percentage credit losses among top 20 commercial banks

B. Lowest TARP participation (1%) among largest 25 Bank Holding Companies

C. No quarterly losses since 1976...137 quarters



**WILMINGTON
TRUST**

Corporate Trust Services

CORPORATE TRUST OVERVIEW

- \$100 Billion Principal Amount Bonds O/S
- 5,000 Bond Issues
- 1,000 Escrow Accounts
- Ranked 4th for New Municipal Trusteeships by Thompson Financial
- National Leader in Successor Trustee appointments



Corporate Trust Services



WILMINGTON
TRUST

WHAT MAKES WILMINGTON TRUST SERVICES BETTER?



- **Experience**
 - Average Experience Level 22 Years
 - We Have Seen How Problems Arise
 - Avoidance of Problems
 - Importance of Communication
 - How to Resolves Issues Quickly

- **Responsiveness**
 - Timing Standards For Call Backs
 - Lesser Account Loads Per Relationship Manager-
 - Better Capacity To Handle Incoming Successor Trustee Accounts
 - Availability to Meet in Person as Needed

- **Local Service**
 - We Administer Accounts Locally, Can Meet Face to Face Within Hours
 - Scheduled In-Person Client Meetings
 - Use of Local Counsel, Industry Specialists

- **Industry Reputation**
 - Wilmington Trust Is Known As One of the Best Service Providers
 - Wilmington Trust Is Sought After For Experience and Dedication To Business
 - Need to Uphold Reputation-It Is Our Obligation
 - Do Not Take Customer For Granted

Corporate Trust Services



**WILMINGTON
TRUST**

WILMINGTON TRUST ON-LINE PORTFOLIO ACCESS

- Direct, on-line, access to trust accounts via the Internet for the client
- On-Line Portfolio access gives the client the ability to review account activity 24 hours per day, 7 days per week
- Clients may exercise a wide variety of inquiry functions

Transaction Information Asset/Holdings Information Statements

INVESTMENT DETAIL										10/24/2012
										Report Options Export Subscribe
										(Pending activity may affect sum)
SMITH	#1401	Asset Name	Current Price	Quantity	Date Priced	Current Value	Total Cost			
Asset Type		CASH - INCOME	2.4%	66,031.5500	1.0000	\$66,031.55	\$66,031.55			
Cash&Eq		CASH - PRINCIPAL	(2.9%)	(66,031.5500)	1.0000	(66,031.55)	(66,031.55)			
Cash&Eq		MONEY MKT-AM84	9.2%	250,260.2700	100.0000% 3-1-Mar-2001	\$250,260.27	\$250,260.27			

- We Promote Environmental Awareness by providing on-line statements only

GO GREEN!

Corporate Trust Services



SUCCESSOR TRUSTEE QUALIFICATIONS

Wilmington Trust Benefits:

- Provides Template Documents & Letters
- Organizes Process With Spreadsheets, Timetables and Checklists
- Professionals Have Experience Moving Significant Numbers of Accounts
- Scheduled Weekly Meetings to Coordinate Transition & Review Progress
- Wilmington Trust will already be Trustee on 2 of the Corporation's Issues
- Account Control Tickler System-Maintains Bond Details & Administrative Duties
- Wilmington Trust Paying Agent/Registrar services are not sub-contracted



Plus

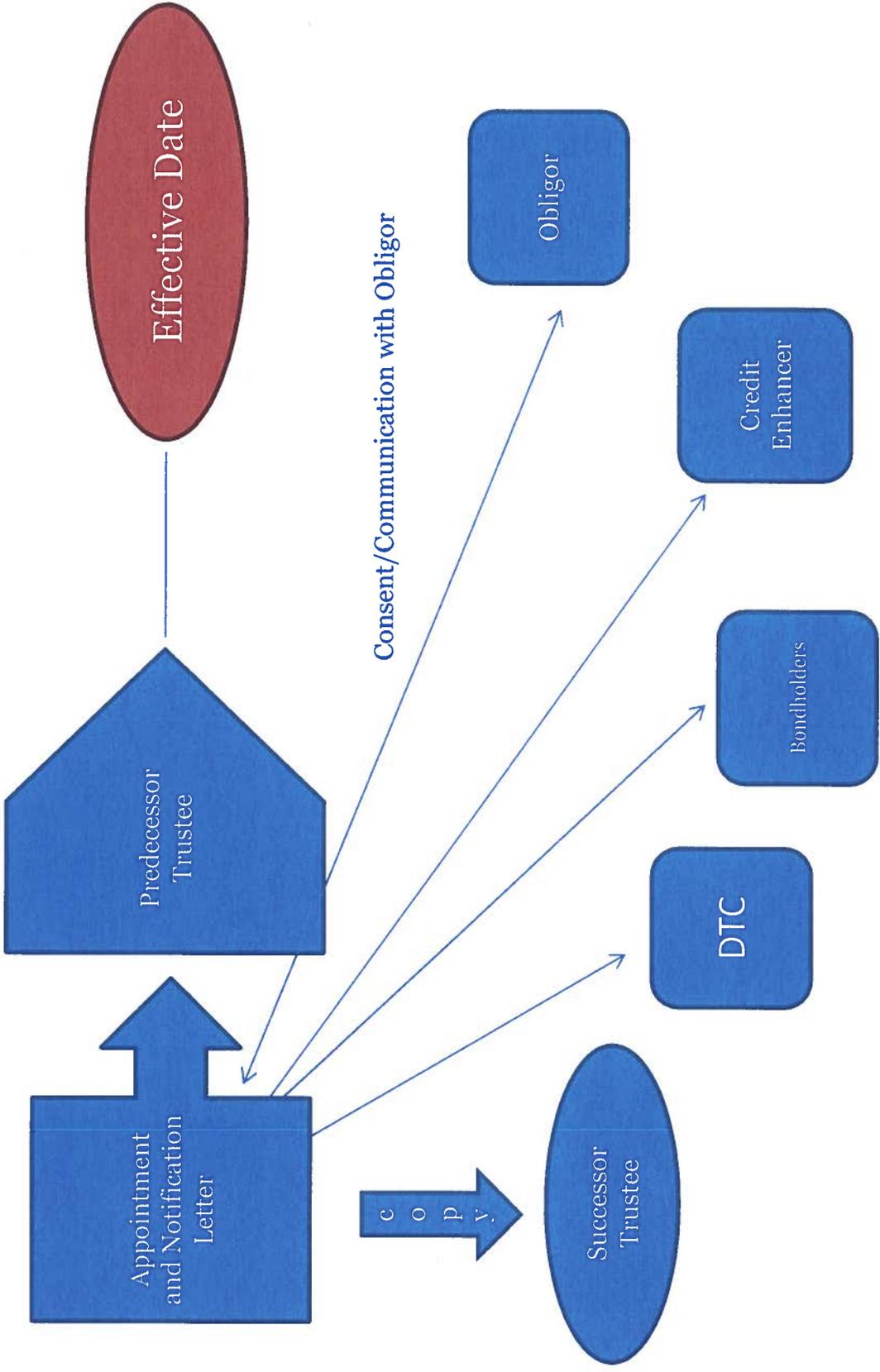
- Experienced Health Care, Charter School and IDB Trustee
- Recommended by Municipal Bond Professionals (see list of references)
- Staff are all Certified Corporate Trust Specialists (C.C.T.S.) by A.B.A.

Corporate Trust Services



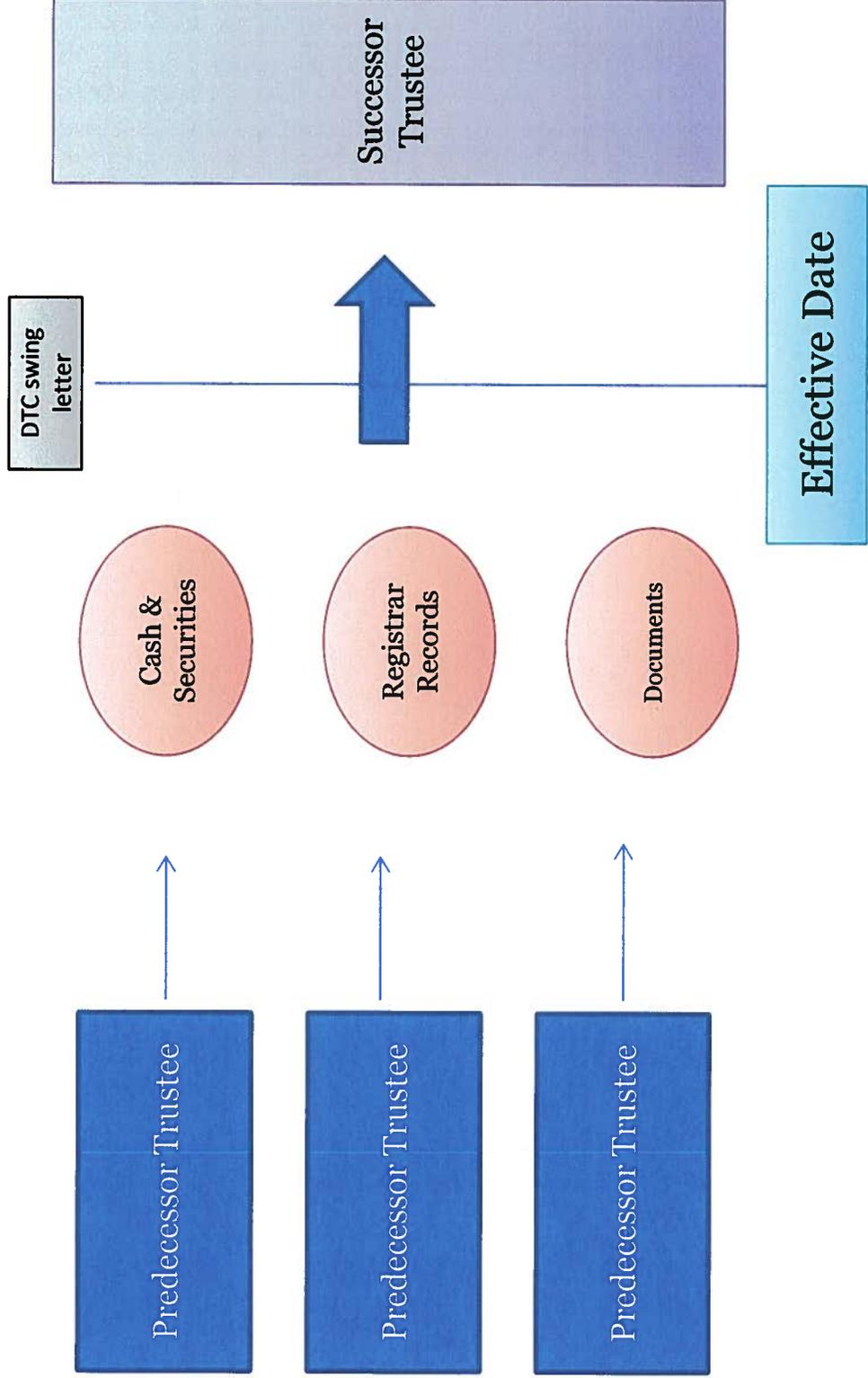
**WILMINGTON
TRUST**

SUCCESSOR TRUSTEE APPOINTMENT PROCESS



Corporate Trust Services

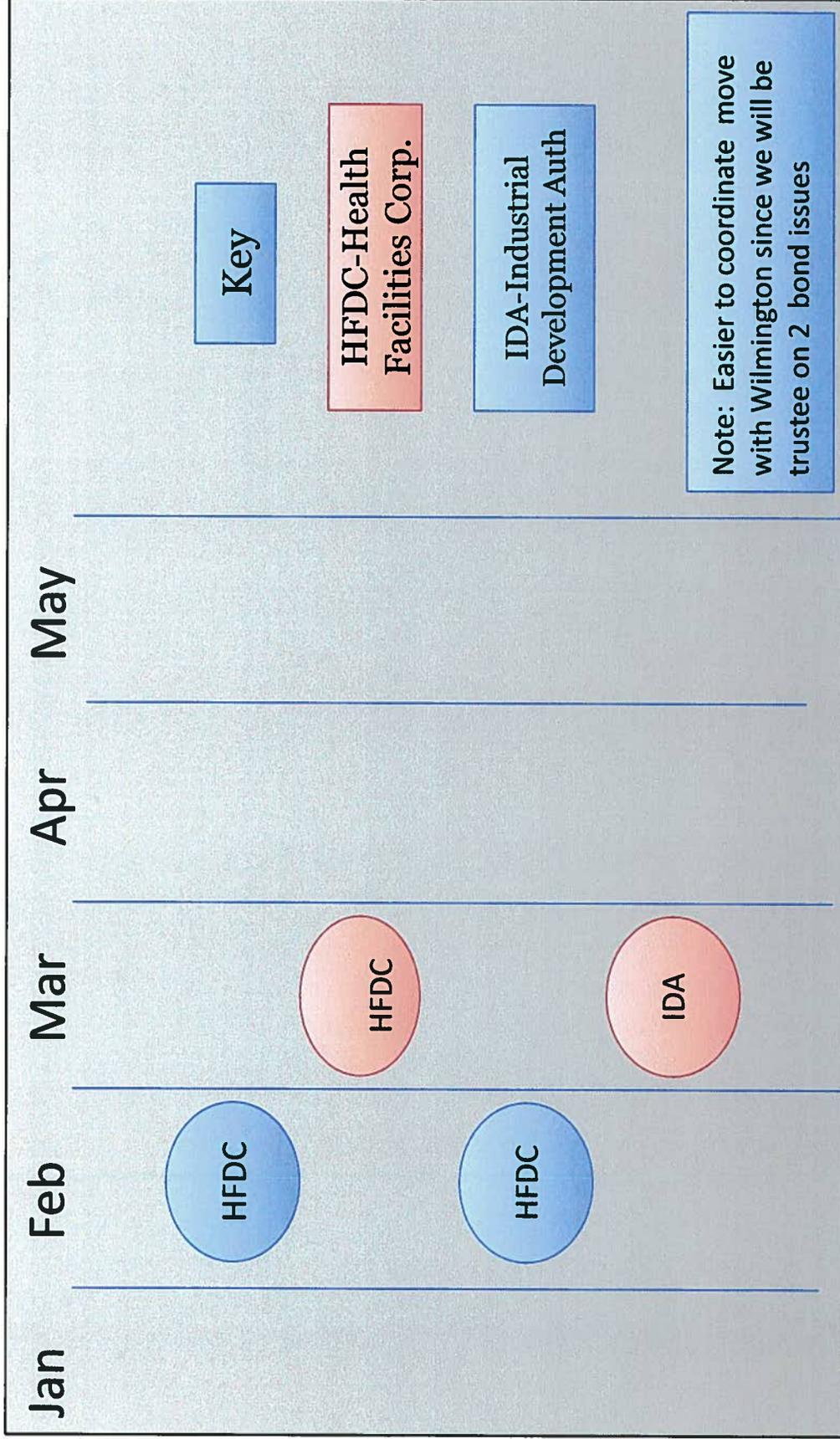
MOVEMENT OF TRUST ASSETS



Corporate Trust Services



TRANSITION TIMING SCENARIO



Corporate Trust Services



Wilmington Trust Corporate Bios



Camilla J. Lindsey,
Vice President

Cam brings over **16** years of experience in the Corporate Trust field to Wilmington Trust. Cam's vast expertise in various types of trust roles and a variety of financings provides her customers with a broad background of service capabilities. She has worked on housing, healthcare, transportation, project financing and is Wilmington Trust's expert on military housing bonds. Cam's standard of care with her clients is unmatched and has created a loyal following of financial advisors, underwriters and attorneys who request her specifically to be involved on their financings. Cam has a B.S. degree in Criminal Justice from West Texas State University and a J.D. from the University of Tulsa School of Law. Cam also has the distinction of being a Certified Corporate Trust Specialist (C.C.T.S.) by the American Bankers Association (A.B.A.)



Charles F. Hicks,
Vice President

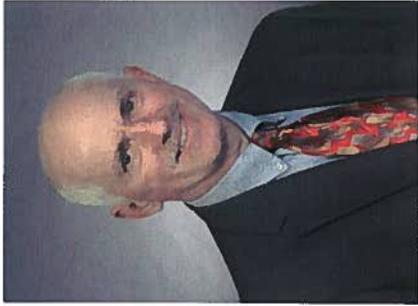
Chuck Hicks provides Wilmington Trust with more than **25** years of corporate trust experience, most recently as business group manager with Bank of New York Mellon, administering all types of municipal financings including single family and multi-family housing bonds. With a focus on building client relationships, Chuck brings an unparalleled level of service to the administration of corporate, municipal and escrow transactions by being responsive, innovative and thorough. Chuck received his B.A. in Economics from State University of New York at Buffalo and his MBA in Finance from Canisius College. He has also completed the Leadership Development course at Darden School of Management. He also earned his C.C.T.S. designation from the A.B.A.



WILMINGTON
TRUST

Corporate Trust Services

Wilmington Trust Corporate Bios



Gregory M. Hastly,
Vice President

Greg has been involved in Texas Corporate Trust activities for the last **34** years and is widely known for his dedication to this business. Greg's background includes time spent in operations, administration, management and sales with prominent banks in Texas and his clients benefit from his knowledge and experience in the industry. He prides himself on delivering prompt information to his clients and assists the administrative staff of Wilmington Trust in responding to questions and needs, designing resources to meet customer requests and finding solutions to challenging issues. Greg received his B.S. from the University of Texas at Arlington and is a Certified Corporate Trust Specialist by the A.B.A. He has also served as President of the Southwest Securities Transfer Association, was a member of the Dallas County Financial Advisory Council and is a founding member, Treasurer and longest active participant in the Texas Association of Local Housing Finance Agencies.

“First We Will Be Best, And Then We Will Be First”

Corporate Trust Services



**WILMINGTON
TRUST**

SUCCESSOR TRUST FEE SCHEDULE

Successor Trustee Acceptance Fee	-0-
Successor Trustee Annual Administration Fee, per outstanding issue	*\$5,000
*If current fees being paid are less than \$5,000 Wilmington Trust will accept the lower fee	
Trustee Counsel	-0-
<u>Ideas For Saving the County Expenses</u>	
> Wilmington Trust will not assess an annual Trustee fee until the term of the prior Trustee's annual billing cycle concludes	
> In cases when Wilmington Trust's fees are less than the amount currently being paid by the obligor, the difference can be rebated to the County to offset any termination fees and in future years be paid as an Issuer Fee	
> If fees being paid on multi-family housing issues are currently averaging \$7,500, there would be a <u>direct benefit to the issuer of approximately \$12,000 annually</u>	
<p>All fees are non-refundable and will not be prorated in the event of an early termination of the account. Wilmington Trust's administration fee covers up to 6 trust accounts per issue. If individual securities are purchased as an investment a \$25 per buy/sell transaction fee would be assessed. There are no investment fees or sweep fees charged if funds are placed in one of Wilmington Trust's participating money market accounts. These fees do not include services as Tender Agent or Dissemination Agent if required. Wilmington Trust reserves the right to assess a termination fee if removed as trustee.</p> <p>These assessments do not include extraordinary services that are beyond the scope of typical trustee, paying agent and registrar services and will be priced according to the needs of our client. In the event of a default, there will be an hourly fee assessed for services and time rendered. All fees quoted are guaranteed for a period of 90 days.</p>	



ADDITIONAL BENEFITS WORKING WITH WILMINGTON TRUST

- ✓ Offer up to 30 hours of On-Location assistance by Relationship Manager, independent of efforts associated with Transfer of Accounts
- ✓ Review and assist in assessing status of:
 1. Issuer Fees Due
 2. 15C2-12 Disclosure Requirements
 3. Completion of rebate calculations
- ✓ Available to provide similar research and assessment of Travis County's bond portfolio as negotiated with Issuer (included within the 30 hour commitment)

Excellent
Auditing Tool

Corporate Trust Services



REFERENCES

Ted Brizzolara
McCall Parkhurst & Horton

Cliff Blount
Naman Howell Smith & Lee

Boyd London
First Southwest Company

David Petruska
Petruska & Associates

Bob Dransfield
Fulbright & Jaworski



Gary Machak
George K. Baum

Ron Williams
Southeast Texas HFC

David Long
TSAHC

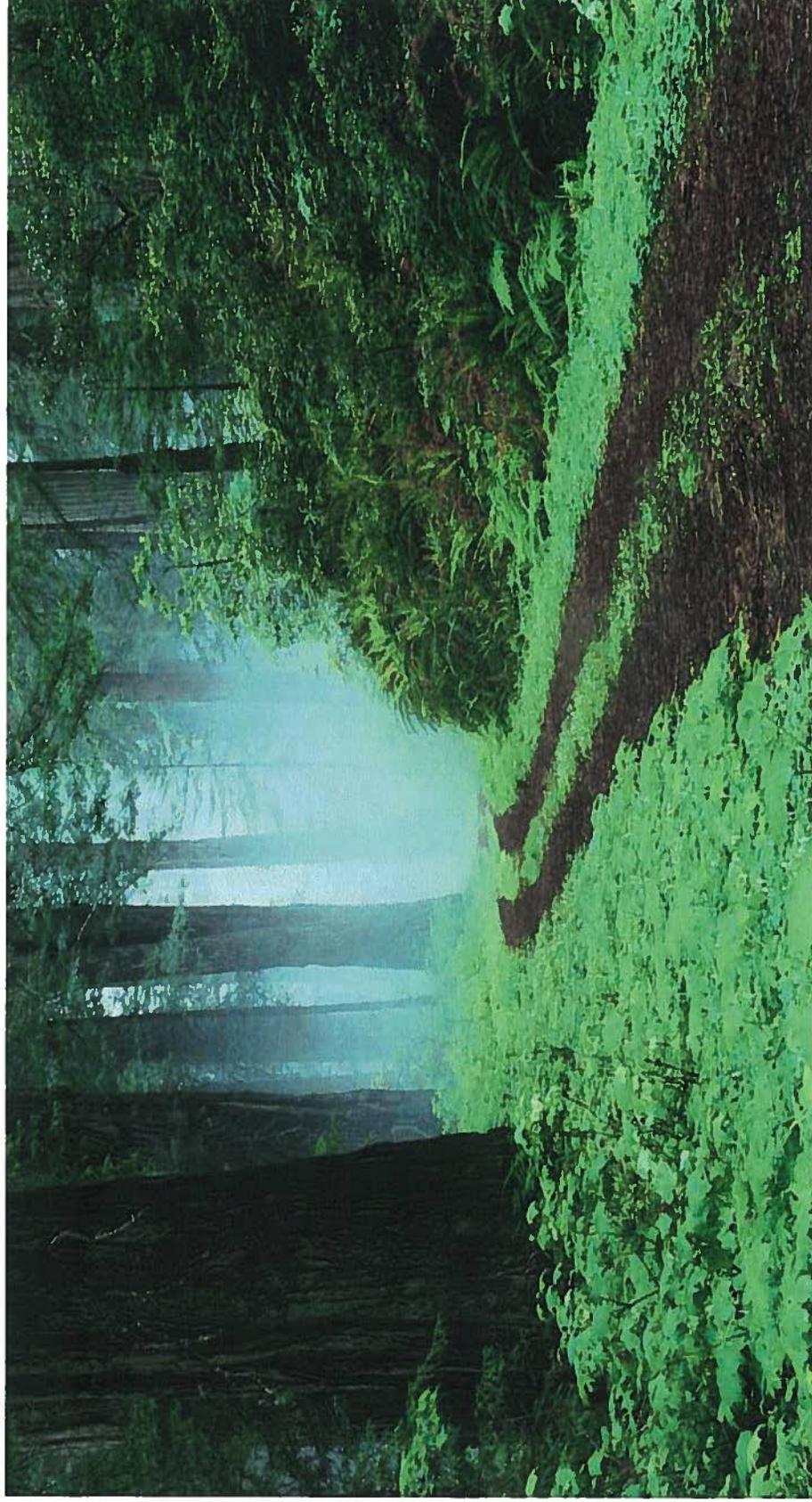
Jerry Kyle
Andrews & Kurth

Robert Johnson
First Southwest Company



WILMINGTON
TRUST

Wilmington Trust Has Been Providing The Path To Success For Over 100 Years



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