



Travis County Commissioners Court Agenda Request

Meeting Date: 10/21/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson Planning and Budget Office, 854-9346

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive public comments regarding:

- 1.) Adoption of an order to nominate Rackspace as an Enterprise Project
- 2.) An order to identify and summarize available local incentives.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has been asked to nominate Rackspace as an Enterprise Project under the Office of the Governor's Enterprise Zone program. This agenda item is a required public hearing to nominate Rackspace as an enterprise project. A newspaper ad required by statute ran in the October 14, 2014 edition of the Austin American Statesman. Attached is a summary of the project as well as a PowerPoint presentation describing the company and project. The final orders will be placed on the October 28, 2014 voting session for Commissioners Court consideration. There is also a fact sheet on the requirements and benefits of the Enterprise Zone program.

STAFF RECOMMENDATIONS:

Applications to the Enterprise Zone programs are outside the bounds of the Travis County Economic Development policy, since the company is not requesting a Ch. 381 agreement for tax incentives. PBO recommends nominating Rackspace for the Enterprise Zone program due to the level of capital investment as well as the job creation and retention levels. The company is also planning to partner with Austin Community College (ACC) which is in line with the County's workforce development initiatives.

ISSUES AND OPPORTUNITIES:

Rackspace is planning to invest \$32 million in a new data center facility located at the Highland Mall space, now owned by ACC. They expect to create 500 jobs over 10 years, including 100 entry level positions. The company will also retain 602 existing jobs in Travis County. The average wage is expected to be \$88,618. Working with ACC they will create internships and other workforce development programs for local workers and students.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Enterprise Zone program is a state program. The County is not expected to offer any incentives. The County will receive ad valorem property taxes on the new business personal property value created by this program. Estimates on new property taxes for this project are estimated from \$800,000 to \$950,000 over a ten year period.

Under the Enterprise Zone program, Rackspace will have the maximum expected incentive of \$1,250,000 in rebate state sales tax. The sales tax rendered to the City of Austin and Capital Metro will be unaffected.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
Melissa Velasquez

Project Transform

CONFIDENTIAL

Summary:

Overview

Rackspace is the open cloud company, delivering open technologies and specialist expertise that power more than 200,000 business customers in 120 countries. We and other cloud computing companies free our business customers from much of the expense and hassle of owning and managing their own computer hardware and software. What distinguishes us from our competitors is our emphasis on delivering an exceptional customer experience, our broad portfolio of services, and our leadership in open standards that give customers freedom of movement among cloud providers. We are the co-founder, with NASA, of OpenStack, the world's fastest-growing open cloud platform and developer community.

We are also a pioneer in the hybrid cloud, which combines the security, performance and scalability of our dedicated and public cloud hosting services, integrated through our RackConnect offering. In contrast to the one-size-fits-all approach taken by some vendors of public cloud services, we believe that the hybrid cloud gives each customer the best fit for its specific needs. It enables each of the customer's workloads to run where it will achieve the best performance and cost-efficiency, whether on the public cloud, a private cloud, dedicated servers, or a combination of these platforms. Our rapid growth over the last 15 years is the result of our technology leadership and our renowned customer service, known as Fanatical Support.

We offer a diverse portfolio of cloud computing services, including public cloud, dedicated, private cloud, and hybrid cloud - all delivered with a commitment to open technologies. The equipment (servers, routers, switches, firewalls, load balancers, cabinets, software, wiring, etc.) required to deliver services is typically purchased and managed by us. We are committed to delivering Fanatical Support for the open cloud across our entire product portfolio, and we will continue to pursue our vision to be considered one of the world's great service companies.

We were incorporated in Delaware in March 2000, but our operations began in 1998 as a limited partnership, which became our subsidiary through a corporate reorganization completed in August 2001.

Our Industry

The cloud computing industry, best described as delivering computing, storage, and applications as a service over the Internet, is fast-growing and crowded, and Rackspace has earned a well-defined leadership role within it. We are a company of specialists, with expertise in key skill-sets around hybrid cloud configurations, the deployment and operation of OpenStack, and the management of complex customer applications ranging from MongoDB to SharePoint. We are the industry's service leader and a leader in the open cloud and hybrid cloud. Our employees, who are called Rackers, are focused on providing open and standard cloud products, along with specialist expertise, advice and support for our business customers.

ALL BACKED BY
FANATICAL SUPPORT

INTERNATIONAL: 1.210.312.4000 | FAX: 1.210.312.4100 | WWW.RACKSPACE.COM
RACKSPACE® HOSTING | 1 FANATICAL PLACE | CITY OF WINDCREST | SAN ANTONIO, TX 78218 U.S.A.

 **rackspace.**
the open cloud company

Highland Mall

Currently we are hoping to partner with Austin Community College to take approximately 185,000 sq. ft. of the existing Dillard's space at Highland Mall in Austin, Texas.

Highland Mall levels the playing field allowing our Culture and Opportunities to win over top talent. Current Light Rail and future Urban Rail provide opportunities to attract talent from technical talent rich areas in the downtown core and the northern suburban areas through public transit and reduced commutes.

Rackspace will be a part of the revitalization of a once thriving, now depleted area of central Austin. Rackspace will expand its reach into Austin as an advocate and supporter of education which creates job-ready individuals.

The project will cost Rackspace approximately \$32,000,000 to finish out the space at this location and we intend to hire up to 500 additional employees over the next 5-10 years.

Employment:

Retention of 602 existing FTE, Creation of 500 new FTE

Anticipated Average & Median Wages:

Average: \$88,618 Median: \$82,974.50

Potential Job Positions at this Location:

100 entry level, 320 staff, 40 supervisor, 20 manager, and 20 executive positions

Types of jobs: Software Development, Systems Administration, Leadership and Business Operations

Number of entry level jobs: Approximately 20% of our net adds will be entry level

Facility Size:

185,000 sq ft lease facility at (location)

Investment:

\$10,670,000 Labor on Construction; \$8,730,000 Building Expansion/Renovation Costs; \$3,500,000 Machinery & Equipment; \$9,400,000 Furniture, Fixtures & Equipment

Competition:

San Francisco, CA; Blacksburg, VA; San Antonio, TX

Building Materials

Wholesale Pipe

Attention Dealers & Contractor!
Truckloads

2 3/8" & 2 7/8" No. 1 USED TUBING

ALL OTHER SIZES AVAILABLE THROUGH

LARGE OD IN NEW & USED

PIPE UNLIMITED USA

PHONE: 979-830-1300
EMAIL: brad@pipeunltdusa.com

Buildings/Prefab

WOOD STORAGE BUILDING

12' X 24' \$2,600.
call (512) 748-0003

**Electronics/
TV/Audio**

80" Sharp TV 4 months old. \$2,000. Call David 512-300-0536

Firewood/Fuel

OAK FIREWOOD DELIVERED \$225/cord, \$160/half cord. Please call 512-552-6548 or 512-367-0127

OAK FIREWOOD DELIVERED \$220 for CORD & \$130 for 1/2 CORD. 1/4 Avail. Stacking Avail. Serving Austin 22 Years. CALL 512-734-2862

Fitness Equipment

Paramount Functional Trainer 2 : \$1,400.00

True ULC900 Upright Bike: \$500.00

True TC500 Treadmill: \$1,300.00

True XLC900 Elliptical: \$1,000.00

True XLC900 Elliptical: \$1,000.00

True XLC900 Elliptical: \$1,000.00

True XLC900 Elliptical: \$1,000.00

True RLC900 Recumbent Bike: \$600.00

Paramount Pectorial Fly Rear Deltoid 250 lbs - FS-55: \$700.00

Paramount Lateral/Row 170 lbs - FS-3: \$625.00

Paramount Multipress 250 lbs: \$725.00

Paramount PFW 5300 Abdominal Crunch: \$200.00

Paramount Biceps Triceps 170 lbs - S-56: \$625.00

Paramount Leg Extension Seated Leg curl 170 lbs - FS-50: \$625.00

Paramount Leg Calf Press 250 lbs: \$750.00

Contact Security Dept. at securityform@statesman.com

Furniture

ED \$250 New queen pillow top mattress & box. Still in plastic. Can deliver. Call or text (512) 843-2465

Dogs Supplies/Services

CHIHUAHUA CKC PUPPIES - Shots/Wormed. M \$50-\$200; F \$200 & up.. 512-365-2832 new website. www.memeschihuahuas.com

DASHCHUND - 2 male, black & tan. Born July 9. Both parents on site. Micro chipped, shots, de-wormed. Health guar., vet record. CKC regis. Goody bag incl. SW Austin. \$650 cash. 915-219-1110 512-751-7411, 512-658-2031

Doberman Pinscher AKC - 9 weeks old. German & warlock bloodline. 1 red female, 1 black female available. \$500. 512-746-2066. jessedobermans.com

GERMAN SHEPHERD - Full blooded puppies for sale. South Austin. \$300. 512-554-2725

Goldendoodle - Beautiful, healthy, F2, hypo-allergenic, non shedding Golden-doodle pups. 1 boy and 2 girls, raised in our home. Parents are our pets. \$1,000. 254-289-6647, 254-368-6252

GOLDEN DOODLE puppies - Avail. now. F1, non shedding & hypoallergenic. Wonderful temperament. Golds & Blacks \$995. 512-626-1908

GOLDEN RETRIEVER - Adorable AKC puppies. Males & Females. Parents on site. Shots/ Wormings. Light in color. Ready Oct. 23rd. \$800. 830-708-4756

GREYHOUND ADOPTION/ Open House. Sat 1-3:30. 2805 W Fresco, Near Mopac/ 45th. 512-453-7737. Tick disease tested. www.greyhoundrescueaustin.com

LAB PUPS AKC - 3M, 3F. All black. Weaned, 1st shots & dewormed. Mom is yellow & dad is chocolate. Great hunting line. \$450/obo. 512-273-2080

LABRADOODLE - Puppies for sale. \$750.00. Chocolate. F1. Only 4 left. Have shots and vet ck. CKC eligible. Text 512-656-3016 for appt.

NEEDED AKC MALE GERMAN SHEPHERD Looking to mate with black & tan female German Shepherd. Prefer tail/large male. 512-293-2724

POODLE MIX - Multi-Poo, Yorkie-Poo, Shih Tzu-poo, \$350 & Up. Shots & Dewormed. 512-789-7325. More info: myrainbowpuppies.com

RAT TERRIER - Full blooded pups. 6 weeks old. All shots. Health guarantee. \$150 Neg.. 512-845-2035

CHIHUAHUA PUPS - 2 cute chocolate chihuahua puppies, Will mature less than 3 lbs. Registered, Vet references, \$600 cash 830-928-7566

Sheltie - Two beautiful 4 yr. old house trained, crate trained. One male, one female. Mountain View Shelties.com \$850. 512-589-5079

VIZSLA PUPPIES AKC - Health guaranteed. 12 wks old, Shots, Sherman Texas \$500. 903-821-5321, 903-564-7387

WEERESCUEYOUADOPT Shih Tzus, Lhasas, Pekingese. MEET & GREET Every 2nd & 4th Saturday. Go to www.weerescue.org 512-533-9360

White German Shepherd Puppies - AKC Certified White German Shepherd Puppies! DOB 8/23/14. \$500. 512-644-7087

Yorkshire Terrier Puppies - Two Yorkshire puppies for sale, full blooded, have both parents. Located in Thrall, TX. Ready November 1st. Female \$800, Male \$700. 512-633-4630

Livestock Supplies/Services

2014 Coastal Round Bales \$45. Delivery Available. ♦ Taylor area 512-924-3213

2014 Fresh 5th Cut Coastal Square Bales. Irrigated & fertilized. Horse & Show Cattle Quality. \$9.59/50 each, 200 bale minimum. Free delivery. Mary Tyson 979-200-1618

Farms/Land/ Acreage

15 to 20 AC. MENARD OR EDWARDS COUNTY. GOOD TREE COVER, ABUNDANT NATIVE & EXOTIC GAME. 20 YEAR OWNER FINANCING OR TX VET FINANCING. 800-876-9720 ranchenterprisesltd.com

200-828 acres. Brown Co. Rolling hills, large live oaks, 7 tanks, lots of deer. Paved frontage. Electric & rural water available. \$2,450 per acre. Broker. 325-200-1908, 325-646-2444

LIVE WATER 74 Acres 45 min. west of Austin. Both sides of N. Cypress Creek. Big trees. Hill top home sites \$658,600 Jim Ahern/Agent 210-410-2170

Sanderson Hunting 240 Acres. Terrell County. Quail & mule deer. Small cabin off grid. Water rights. \$90,000. Call Sanderson Real Estate Lloyd Gully 432-244-9995. landssoftexas.com MLS# 1496620

MUST SELL
Llano County 13.17 Acres*
Mountaintop with unbelievable views!
\$99,900
Call for Information 512-987-8498

SOUTH TEXAS BRUSH COUNTRY. 10-20 AC. LIVE OAK OR DUVAL COUNTY. HEAVY COVER, DEER & HOGS. STARTING AT \$1,793 DOWN \$327/MONTH. 866-286-0199 ranchenterprisesltd.com

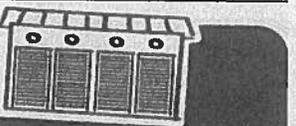
TEXAS HILL COUNTRY
Reduced for Quick Sale
Private Wooded Homesite, \$19,900.
18-hole Golf course, Lake, Resort Style Pool, New Clubhouse.
Call 888-894-0112

Lots/Subdivisions

Lake Travis Nice lot w/ private access to Lake Travis. Small down payment, No credit check. \$6,990. 830-285-2910

Residential Investment Prop

GIDDINGS, TX 10.76 Acres For Sale By Owner. Residential or Commercial. 1148 ft frontage on Hwy 77. 3 mi. S of Hwy 290. Fenced on 3 sides, power & water available. No restrictions. \$9,900 per acre. 409-779-67901



Real Estate Rentals

North

Cozy 2 BR, 2 BA duplex, off Baker & Metric, 1 car garage, fenced yard, \$875 monthly, Pets ? Call 512-789-1856 for appt.

Northeast

Lago Vista, 2BR, 2.5BA, Plus office, 2.5 car garage Brand new 1780 sq ft 2 story 2nd floor balcony with Amazing Hill Country Views! No pets. \$1500 dep. & \$30 app fee, \$1,500/mo. 512-300-9608

Bastrop/Lee Co.

GIDDINGS, 3BR, 2BA, Ranch home, 111+/- acres, fireplace, new appliances, barn, rolling hills, fenced, live oaks, 2 stock ponds, 2 year minimum lease, \$1,850/mo. Owner is licensed real estate broker in Colorado. 713-876-3033

Caldwell/ Fayette Co.

Legal Notices

Notice is hereby given that on the 5th day of November, 2014, the Advisory Board of University of Texas-University Charter Schools (UT-UCS) will hold a School FIRST Public Hearing at 11:30 a.m. at the UT-UCS Administration Office, 8701 North Mopac Expressway, Suite 350, Austin, Texas, 78759 followed by the regular board meeting.

NOTICE BY PUBLICATION
STATE OF TEXAS
COUNTY OF TRAVIS
TO: THE UNKNOWN HEIRS OF ANNIE LOIS BUNTON, DECEASED, whose names and whereabouts are unknown
You are each hereby notified that a hearing will be held at 10:00 o'clock a.m., on the first Monday after the expiration of forty-two (42) days from the date of issuance hereof, that is to say Monday, the 27th day of October 2014, and the TXDOT DISTRICT COMPLEX, 7901 N. IH-35, BUILDING 1, AUSTIN, TEXAS 78753 to assess the damages of the owner of the property being condemned.
The State of Texas filed a Petition for Condemnation with the Judge of the Probate Court No. One of Travis County, Texas on the 26th day of February, 2014 in Cause No. C-1-CV-14-001502 which is styled *The State of Texas v. Dovie Bunton, a widow, et al.* The Plaintiff is the State of Texas. The Defendants are: The Unknown Heirs of Annie Lois Bunton, Deceased, whose names and whereabouts are unknown, and, if any of them be deceased, their respective heirs and legal representatives, if any; Dovie Bunton, a widow, Frank E. Bunton, Jr., a single man, Duffy L. Bunton, a single man, City of Austin, Texas, Travis County, Texas, Del Valle Independent School District, Austin Community College District, Travis County Healthcare District.
The name and address of the attorney for Plaintiff is Anna Spinks, Assistant Attorney General, P.O. Box 12548, Austin, Texas, 78711-2548.
This suit is an eminent domain proceeding in which the State of Texas is condemning a tract of land located in Travis County, Texas, containing 0.090 of one acre (3,911 sq. ft.) of land out of the Santiago Del Valle Grant in Austin, Travis County, Texas, same being a portion of that certain tract of land described in a deed for 1/2 interest to Dovie Bunton, of record in Volume 7231, Page 880, Deed Records, Travis County, Texas, same being a portion of Lot 1, Block 8, Davidson City Addition, a subdivision of record in Book 4, Page 176, Plat Records, Travis County, Texas; such property being fully described in Exhibit "A" of Plaintiff's Petition for Condemnation filed under the above-referenced cause number.
The interests of these Defendants are that they either own or claim an interest in said property, subject to unpaid accrued taxes.
You are further notified that you may appear at the hearing before the Special Commissioners and present evidence you desire on the issue of damages to be assessed against the State. If you do not appear at the hearing, the Special Commissioners may proceed to assess the damages of the owner of the property being condemned.
If this Notice is not served within ninety (90) days after its issuance, it shall be returned forthwith.
ISSUED this 4th day of September, 2014
/s/By: Beverly Leaks
Amelia Bullock
Aralyn Hughes
SPECIAL COMMISSIONERS

NOTICE BY PUBLICATION
STATE OF TEXAS
COUNTY OF TRAVIS
TO: THE UNKNOWN HEIRS OF OLLIE MAE HATCHETT A/K/A OLLIE MAE HATCHER, whose names and whereabouts are unknown; THE UNKNOWN HEIRS OF MARY LEE WILLIAMS, whose names and whereabouts are unknown
You are each hereby notified that a hearing will be held at 10:00 o'clock a.m., on the first Monday after the expiration of forty-two (42) days from the date of issuance hereof, that is to say Monday, the 10th day of November, 2014, and at the TXDOT District Complex, 7901 IH-35, Building 1, Austin, Texas 78753, to assess the damages of the owner of the property being condemned.
The State of Texas filed a Petition for

Legal Notices

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Betty Ann Waters, Deceased, were issued on May 8, 2014, under Docket No C-1-PB-14-000515, pending in the Probate Court of Travis County, Texas, tc William Stephan Waters, Independent Executor.

Claims may be presented in care of the attorney for the estate, addressed as follows:

William Stephan Waters,
Independent Executor
c/o Mayo Davidson, Attorney
P. O. Box 340190
Austin, Texas 78734

All persons having claims against this estate, which is currently being administered, are required to present them within the time and in the manner prescribed by law.

DATED the 9th day of September, 2014.

By: /s/ Mayo Davidson
Mayo Davidson, Attorney for Executor

Public Hearing Notice

The Travis County Commissioners Court will conduct a public hearing on October 21, 2014, at 9:00 A.M. at the Commissioners Courtroom, on the first floor of the Travis County Administration Building at 700 Lavaca St, Austin, Texas, to consider comments concerning the adoption of an order to participate in the Texas Enterprise Zone Program, to nominate Rackspace as an Enterprise Project, and an order to identify and summarize available local incentives. Rackspace is requesting approval of their request for nomination under the statutory provisions related to job retention and capital investment. The hearing will include discussion of any tax or other incentives which might be available to the Texas Enterprise Zone Program under existing Travis County policy, but which is not currently proposed for the Rackspace project, and consideration of the nomination of Rackspace US, Inc., located at 9001 N IH 35 #150 Austin, Texas, to the Office of the Governor as a Texas Enterprise Project. All interested parties are encouraged to attend and present their views. For additional information, contact the office of the Honorable Judge Samuel T. Biscoe (512-854-9555).

REQUEST FOR COMPETITIVE SEALED PROPOSALS - Austin Independent School District requests competitive sealed proposals for construction of AISD Project No. 14-0044-SUMIT, HVAC Renovations at Summit ES 100% Performance and Payment Bonds required - 5% Proposal Warranty required.
PROPOSAL DEADLINE: 2:30 p.m. Austin time, on Tues, Oct 28, 2014, at AISD Construction Mgmt Dept, 812 San Antonio, Ste 200, Austin, TX 78701, Phone 512-414-8940. Proposals will thereafter be publicly opened and the names of the offerors and any monetary proposals made by the offerors will be read aloud.
Proposal Instructions, copies of drawings, specifications and contract documents, addenda (if any) and other documents related to this Request for Proposals will be available at the location indicated below for a deposit amount of \$50.00 per set. The deposit will be refunded upon return in good condition to the location indicated below within 14 calendar days of the opening of proposals.
Miller Blueprint Planroom
Download documents at: www.planroom.millerblueprint.com
Request and pick up printed documents at 501 W. 6th St, Austin, TX 78701, (512) 381-5292 - Email: planroom@millerblueprint.com
Questions or concerns regarding this RFP must be directed to: Brent Lizakowski, MEP Engineering, Inc. by phone: 512-306-9650, or by email at: blizakowski@mepeengineering.com
PRE-PROPOSAL CONFERENCE: 3:30 p.m., Austin time, on Tues, Oct 21, 2014 at Summit ES, 12207 Brigadoon Ln (27). AISD may consider an Offeror's attendance at the pre-proposal conference in its determination of best value of each Proposal submitted. AISD



OFFICE OF THE GOVERNOR
ECONOMIC DEVELOPMENT & TOURISM

RICK PERRY
GOVERNOR

**TEXAS ENTERPRISE ZONE PROGRAM
FREQUENTLY ASKED QUESTIONS**

What is an enterprise zone?

Any block group within the State of Texas that has a poverty rate of 20% or more, as determined by the U.S. Census Bureau during each decennial census is a state enterprise zone. The block group will remain an enterprise zone until it no longer qualifies, as a result of a subsequent decennial census.

Any distressed county in Texas is an enterprise zone. A county is considered to be a distressed county if it has a poverty rate above 15.4 percent based on the most recent decennial census; in which at least 25.4 percent of the adult population does not hold a high school diploma or high school equivalency certificate based on the most recent decennial census; and that has an unemployment rate that has remained above 4.9 percent during the preceding five years, based on Texas Workforce Commission data.

Any federally designated empowerment zone, enterprise community or renewal community is also a State enterprise zone, for the duration of the federal designation.

It is the purpose of the Texas Enterprise Zone Act to establish a process that clearly identifies distressed areas and provides incentives by both local and state government to induce private investment in those areas by the provision of tax incentives and economic development program benefits. Under this program, economic development is encouraged by allowing enterprise projects to be designated outside of an enterprise zone, with a higher threshold of hiring economically disadvantaged or enterprise zone residents. The purpose of these sections is to provide standards of eligibility and procedures for designation of applications for qualified businesses as enterprise projects.

Who may participate in the program?

Any municipality or county in the State of Texas may participate in the program, whether they have an enterprise zone within their jurisdiction or not.

How do I determine in what block group I am located?

You can access the U.S. Census Bureau web site to determine what block group a particular address is in. The web address is http://factfinder.census.gov/servlet/ReferenceMapFramesetServlet?_lang=en.



How do I determine if my block group qualifies as an enterprise zone?

The Governor's Office, through the Economic Development Bank (Bank), has published on its website the areas that qualify as an enterprise zone as either a qualifying block group or a distressed county. The website can be accessed at http://www.governor.state.tx.us/divisions/ecodev/ed_bank/enterprise_zone. If your block group is not listed, it does not qualify as an enterprise zone.

How does a municipality or county participate in the program?

The municipality or county must nominate a qualified business as an enterprise project by an ordinance or order as applicable. The ordinance or order must establish the local incentives being offered to the business seeking enterprise project designation. Local incentives may be established for all zone areas separately or individually, as well as areas of the jurisdiction outside of a zone area. The ordinance or order must state by position, who will act as liaison for the local program with the state, and nominate the qualified business for enterprise project status. Subsequent project nominations may be done by resolution, if the local incentives offered are the same as outline in the original ordinance or order.

Can a community offer local incentives without an enterprise zone?

Yes. A community can offer certain incentives as allowed by state law. Enterprise zones, however, are simply a means of packaging a number of state and local incentives together to help revitalize a distressed area.

What local incentives are available in an enterprise zone?

Local incentives that may be offered to an expanding or locating business vary. Examples of local incentives that may be offered include tax abatement, a refund of local sales and use taxes, waiver of permitting fees, tax increment financing, transfer of publicly owned buildings at below market cost, and low interest loans.

What is a qualified business?

A qualified business is a person, including a corporation or other entity, that has been certified by the Bank, for purposes of state benefits under the Act, or a governing body for purposes of local benefits, to have met the following criteria:

- (A) the person is engaged in, or has provided substantial commitment to initiate the active conduct of a trade or business at a qualified business site; and
- (B) at least 25% of the business' new employees are either economically disadvantaged or enterprise zone residents (ED/EZR) if the qualified business site is located in an enterprise zone, or at least 35% of the business' new employees are ED/EZR if the qualified business site is located outside of an enterprise zone; and
- (C) a franchise or subsidiary of a new or existing business may be certified by the governing jurisdiction as a qualified business if the franchise or subsidiary is located entirely at the qualified business site and maintains separate books and records of the business activity conducted at the qualified business site.

What is the definition of economically disadvantaged?

An individual who at the time of hire:

- (A) was unemployed for at least three months before obtaining employment with a qualified business;
- (B) receives public assistance benefits, including welfare payments or food stamps, based on need and intended to alleviate poverty;
- (C) is a low-income individual, as defined by Section 101, Workforce Investment Act of 1998 (29 U.S.C. Section 2801(25));
- (D) is an individual with a disability, as defined by 29 U.S.C. Section 705(20)(A);
- (E) is an inmate, as defined by Section 498.001;
- (F) is entering the workplace after being confined in a facility operated by the institutional division of the Texas Department of Criminal Justice or under contract with the Texas Department of Criminal Justice;
- (G) has been released by the Texas Youth Commission and is on parole, if state law provides for such a person to be on parole;

- (H) meets the current low income or moderate income limits developed under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 1437f et seq.); or
- (I) was under the permanent managing conservatorship of the Department of Family and Protective Services on the day preceding the individual's 18th birthday.

What is an enterprise project?

An enterprise project is a business that is nominated by a municipality or county and approved by the bank for state benefits. State incentives include state sales and use tax benefits based on capital investment and jobs created and/or retained during the designation period. The State may designate up to 105 enterprise projects each biennium.

What items purchased are allowable for sales and use tax refund under the Program?

An enterprise project is eligible for a refund of the taxes imposed by the Texas Tax Code on all taxable items purchased for use at the qualified business site related to the project or activity during the designation period.

How many enterprise projects can we have?

Municipalities or counties with a population of 250,000 or more, based on the most recent decennial census, are eligible for up to nine enterprise project designations during a state biennium based upon availability.

Municipalities or counties with a population of less than 250,000 based on the most recent decennial census are eligible for up to six enterprise project designations during a state biennium based upon availability.

How long is an enterprise project designation?

The enterprise project designation is for an expansion or relocation from out-of-state, an expansion, renovation, or new construction, or other property to be undertaken by a qualified business. The designation period is a predetermined period approved by the Bank, with beginning and ending dates for each proposed project or activity. The designation period for an enterprise project may not be for a period of less than one year, nor more than five years from the date on which the designation is made.

What state incentives are available to enterprise projects?

Designated enterprise projects are eligible to apply for state sales and use tax refund on qualified expenditures. The level and amount of refund is related to the capital investment and jobs created at the site.

Level of Capital Investment	Maximum number of jobs allocated	Maximum potential refund	Maximum refund per job allocated
\$40,000 to \$399,999	10	\$25,000	\$2,500
\$400,000 to \$999,999	25	\$62,500	\$2,500
\$1,000,000 to \$4,999,999	125	\$312,500	\$2,500
\$5,000,000 to \$149,999,999	500	\$1,250,000	\$2,500
Double Jumbo Project \$150,000,000 to \$249,999,999	500	\$2,500,000	\$5,000
Triple Jumbo Project \$250,000,000 or more	500*	\$3,750,000	\$7,500

Each project is limited to a maximum refund of \$250,000 per year for five years for a regular enterprise project designation, \$500,000 per year for five years for a double jumbo enterprise project and \$750,000 per year for five years for a triple jumbo enterprise project. NOTE: a qualified business making a capital investment eligible to apply for a double jumbo enterprise project or a triple jumbo enterprise project must be nominated by the

governing jurisdiction for the elevated designation in the nominating ordinance, order or resolution, as applicable, or the designation will automatically be for a regular enterprise project designation. A double jumbo enterprise project will count as two enterprise project designations against the 105 projects designations allowed statewide and against the four or six allowed for the governing jurisdiction. A triple jumbo enterprise project will count as three project designations for the state as well as the governing jurisdiction.

*A triple jumbo enterprise project must create and/or retain a minimum of 500 jobs.

What constitutes capital investment?

Money paid to purchase capital assets or fixed assets including but not limited to land, buildings, labor used to construct or renovate a capital asset, furniture, manufacturing machinery, computers and software, or other machinery and equipment. Property that is leased under a capitalized lease is considered a qualified capital investment but property that is leased under an operating lease is not considered a qualified capital investment.

NOTE: if using a contractor to construct the facility, a "separated contract" (a contract in which the agreed contract price is divided into separately states prices for materials and labor) must be executed. If a "lump sum" contract is executed, a claim for refund of taxes invoiced to, and paid by a third party, will not qualify for a refund under this Program. Please call the Comptroller of Public Accounts' Office at 1-800-531-5441 ext. 51083 if you have any questions regarding this issue.

What is a qualified employee?

A qualified employee is an employee that works at least 50% of his or her time for the qualified business at the qualified business site.

What is a new permanent job?

A new permanent job is a new employment position created over and above the business' current baseline that provides a qualified employee of a qualified business with employment of at least 1,820 hours of work annually and exists at the qualified business site for at least three years after the date on which a state benefit is received. Seasonal, temporary or part-time jobs are not considered to be new permanent jobs, and therefore are not eligible for state benefit through the program.

What is a retained job?

A retained job is a position that existed with a qualified business on the 91st day prior to the application deadline, that has provided employment to a qualified employee of at least 1,820 hours annually and is retained throughout the designation period, or for at least three years after the date on which a state benefit is received, whichever is longer.

What is a job retention project?

Job retention projects are available under limited circumstances. To qualify for a job retention project, a business must present documentation to the applicant jurisdiction supporting any one of the following circumstances:

- (A) that permanent employees will be permanently laid off;
- (B) the business will permanently close down;
- (C) the business will relocate out of state;
- (D) the business is able to employ individuals in accordance with Section 2303.402; or
- (E) the business facility has been legitimately destroyed or substantially impaired due to fire, flood, tornado, hurricane, or any other natural disaster and that at least 60 percent of the capital investment is being spent to repair damages resulting from the disaster.

All of the retained jobs must be certified by the Comptroller of Public Accounts before any benefits for jobs can be obtained.

What is an existing job?

An existing job is a full-time position that has existed with a qualified business, which does not qualify for benefit. The current number of existing jobs is used to determine the baseline level of employment at the time of project designation. New jobs which are created 90 days prior to the application deadline through the end of the project designation period qualify for benefit if the baseline jobs are maintained.

Do leased, contract or construction employees qualify for benefit?

No. All employees occupying the new or retained jobs for benefit must be under the direct, full-time and permanent employment of the enterprise project that has received the designation.

How long does it take to obtain an enterprise project designation?

Projects are designated typically eight to ten weeks after the project application deadline, depending on the number of applications received in that quarterly round.

ORDER NOMINATING
RACKSPACE
AS AN ENTERPRISE PROJECT

WHEREAS, Travis County has the authority to make this nomination pursuant to Texas Government Code, Chapter 2303, "The Texas Enterprise Zone Act" ("the Act"), specifically Section 2303.004(b) whereby the governing body of a county with a population of one million or more may nominate for designation as an enterprise project a qualified business that is located within the jurisdiction of a municipality located in the county.

WHEREAS, Travis County desires to assist businesses in severely distressed areas of the County and provide incentives to induce private investment.

WHEREAS, the project proposed is located in an area designated as an Enterprise Zone pursuant to the Act.

WHEREAS, Rackspace meets the requirements as a Qualified Business under the Act being engaged in or providing substantial commitment to initiate active conduct of business in an Enterprise Zone where at least 25% of the new employees will be residents of an Enterprise Zone or economically disadvantaged (as defined by the Act);

WHEREAS, Rackspace ("Company") has requested that Travis County nominate the proposed business as an Enterprise Project.

WHEREAS, the Company will participate as an expansion or relocation from out-of-state; an expansion, renovation or new construction; or other property to be undertaken.

WHEREAS, Travis County hereby designates County Executive for Planning & Budget as the liaison to oversee enterprise projects and to communicate and negotiate with the bank, the enterprise project and other entities in the Enterprise Zone pursuant to Section 2303.204 of the Act; and notes the following information regarding the liaison pursuant to Section 2303.4052(3) of the Act:

Name:	Leroy Nellis (or his successor)
Title:	County Executive for Planning & Budget
Address:	700 Lavaca St, Ste 1560, Austin TX 78701
Telephone Number:	512-854-9106
Electronic Mail Address:	leroy.nellis@traviscountytx.gov

WHEREAS, pursuant to applicable terms of the Act, Travis County:

1. Agrees to submit an annual report no later than October 1 of each year containing the information required by the statute and the bank, pursuant to Section 2303.205 of the Act;¹ and
2. Hereby approves the request made by Rackspace for application to the bank for designation of a project or activity as an enterprise project based on expansion and renovation and creation of 500 new permanent jobs and retention of 602 existing employees; and
3. Approves the request by Rackspace to apply to the bank for designation of the project as an Enterprise Project pursuant to Section 2303.405 of the Act; and
4. Includes as a part of this Order the following which are attached to this Order:
 - Exhibit 1 - Economic Analysis of the plans for expansion, revitalization or other activity including the information required under 2303.405(b); and
 - Exhibit 2 - Identification and summarization of local incentives available within Travis County (but not promised to Company by Travis County) pursuant to Sections 2303.4051(b) and 2303.4051(c)(2) of the Act; and
 - Exhibit 3 - Copies of the public notices from the newspaper and as posted at the courthouse, and the letter to the bank with the notice; and
 - Exhibit 4 - Certified copy of Order identifying and summarizing local incentives. 2303.0452(1); and

Exhibit 5 - Transcript of public hearing(s) with respect to local incentives available pursuant to Section 2303.0452(2) of the Act; and
Exhibit 6 - Documentation showing the number of employment positions at the qualified business site pursuant to Section 2303.4052(4) of the Act; and
Exhibit 7 - Official census map with location of business; and
Exhibit 8 - Description of effort of Travis County to achieve development and revitalization of the area; and how the designation of this Enterprise Project will contribute to that effort.

5. States that the project is located in an area designated as an Enterprise Zone pursuant to Section the Act.
6. States that, to the best of its knowledge, Travis County has read and is in compliance with Texas Government Code, Chapter 2303, and other applicable statutes as to this nomination.

WHEREAS, Travis County acknowledges that:

1. The County has received information that Rackspace has been certified as a "qualified business;" and
2. The enterprise project designation is for the expansion and renovation of the property pursuant to Section 2303.404(b) of the Act, and for
 - 500 job creation
 - 602 job retention
3. The designation period for the enterprise project begins December 1, 2014, and ends December 1, 2019 pursuant to Section 2303.404(c) of the Act; and
4. Travis County held a public hearing October 21, 2014, pursuant to Section 2302.4051(e) of the Act; and
5. Rackspace has represented that it will make in investment of over 32 million dollars (\$32,000,000.00) during the designation period.

NOW THEREFORE, TRAVIS COUNTY, as of this 28th day of October, 2014, hereby:

1. Nominates Rackspace as an Enterprise Project. pursuant to Texas Government Code, Section 2303.4051(c)(3); and
2. Finds that Rackspace meets the criteria of the Act to be designated as an Enterprise Project; and
3. Finds that Rackspace meets the requirements of the Act to be a qualified business; and
4. Finds that there has been and will continue to be a high level of cooperation between public, private and neighborhood entities in the area in furthering economic development in the area; and
5. Finds that the designation of Rackspace as an Enterprise Project will contribute significantly to the achievement of the plans of Travis County for development and revitalization of the area; and
6. Submits this Nomination with the required nonrefundable \$750 application fee; and
7. Certifies that the contents of this Order are, to the best of its knowledge, true and correct.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Pct. 1

Bruce Todd
Commissioner, Pct. 2

Gerald Daugherty
Commissioner, Pct. 3

Margaret Gómez
Commissioner, Pct. 4

Exhibits are in the process of being finalized with the Company and County Attorney's office. They will be available for the October 28th agenda back up for the final orders.

ORDER IDENTIFYING AND SUMMARIZING
LOCAL INCENTIVES RELATED TO
THE TEXAS ENTERPRISE ACT

WHEREAS, Travis County has the authority to nominate qualified businesses for status as a Texas Enterprise Zone project pursuant to Texas Government Code, Chapter 2303 ("the Act");

WHEREAS, the Act requires Travis County, before nominating the project or activity of a qualified business for designation as an enterprise project, to, by ordinance or order, identify and summarize briefly any local incentives available;

WHEREAS, Travis County, in its desire to assist businesses in severely distressed areas of the County and provide incentives to induce private investment, and to assist Travis County residents, has developed a variety of programs and incentives to support those efforts.

NOW THEREFORE, this 28th day of October, 2014, the Travis County Commissioners Court issues this Order recognizing the local incentive programs available as listed in Exhibit 1 to this Order.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Pct. 1

Bruce Todd
Commissioner, Pct. 2

Gerald Daugherty
Commissioner, Pct. 3

Margaret Gómez
Commissioner, Pct. 4

EXHIBIT 1
IDENTIFICATION AND SUMMARIZATION OF
LOCAL INCENTIVES

	Name of Incentive	Description of Incentive
1	Tax Increment Financing	Travis County has and may offer incentives under the Tax Increment Financing Act for redevelopment and community projects.
2	Freeport Exemption	The Constitution allows Travis County to exempt certain types of tangible personal property from ad valorem taxes.
3	Homestead Exemption	Travis County does provide for the maximum homestead exemption allowed by law
4	Building Code Exemptions	Certain building code exemptions may be allowed to expedite the development process through Travis County Transportation and Natural Resources Department (TNR)
5	Streamlined Permitting	The County may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate County departments
6	Fire and Police Protection	Safety and protection of County residents is provided through the Travis County Sheriff's Department, the Austin Fire Department and local Emergency Services Districts, and the Austin/Travis County Emergency Services Department.
7	Community Crime Prevention Programs	The Travis County Sheriff's Department and Austin Police Department provide various crime prevention programs in conjunction with other local entities
8	Capital Improvements in Water and Sewer Facilities	Travis County can provide resources for capital improvement plans related to water and sewer services through Travis County TNR
9	Road Repair	Travis County provides road and bridge maintenance in rural Travis County through TNR; the City of Austin provides these services within the City of Austin
10	Housing Rehabilitation and Purchase Programs	Travis County, through the County or various County Corporations, provides programs including funding for home purchase and weatherization repairs
11	Dispute Resolution	The County has contract(s) with non-profit(s) to provide certain dispute resolution services
12	Promotion and Marketing	Travis County benefits from the promotion and marketing services provided through the Greater Austin Chamber of Commerce and the Austin Economic Growth and Redevelopment Services Office
13	Job Training and Employment Services	Travis County participates with the Workforce Solutions - Capital Area Workforce Board and other non-profit agencies to provide workforce training and employment services, retraining programs and literacy programs.
14	Creation or Improvement of Parks	Creation, improvement and maintenance of County parks is provided through TNR
15	Special Public Transportation	Travis County contracts with non-profits to provide certain transportation to eligible county residents

TEXAS ENTERPRISE ZONE NOMINATION RACKSPACE

Commissioners
Court Public
Hearing
October 21,
2014

PUBLIC HEARING

- Public notice & hearing required by statute
- Advertised in October 14, 2014 Austin American Statesman
- Overview of Enterprise Zone Program
- Economically Disadvantaged Hiring
- Travis County Benefits
- Rackspace Overview
- Austin Community College Partnership

ENTERPRISE ZONE PROGRAM

- State program overseen by the Office of the Governor
- Establish incentives for private development in economically disadvantaged areas and/or hiring economically disadvantaged residents
- 25% of new hires must be “economically disadvantaged”

ECONOMICALLY DISADVANTAGED HIRING

Rackspace will be required to hire 25% of their 500 new employees from people in the following categories:

- was unemployed for at least three months
- receives public assistance benefits, including those qualified under Section 8 Housing Act
- is an individual with a disability,
- Is an ex-offender in the adult or juvenile system

ENTERPRISE ZONE PROGRAM

- State incentive is a refund of state sales tax
- Rackspace would qualify for up to \$1,250,000 sales tax refund over a five year period
- City of Austin and Capital Metro sales tax unaffected
- Requires a local government to nominate the project and summarize all local incentives that are available (but not necessarily utilized by the company)
- Local ad valorem property tax is unaffected

BENEFITS TO TRAVIS COUNTY

- New ad valorem property tax on \$32 million of investment
- Estimated \$800,000- \$950,000 over a 10 year period
- Create 500 new jobs, of which 20% entry level and over county minimum wage
- Maintain 602 existing jobs in Travis County
- Pay an average wage of \$88,618
- Commit to workforce development through partnership with ACC
- Revitalize the Highland Mall area

RACKSPACE

- **Cloud Computing Company**
- **Headquartered in San Antonio**
- **Over \$1 Billion in revenue**
- **5,000 global employees with data centers around the world**
- **602 Current Travis County Employees**

ACC PARTNERSHIP

- **Co-Locate at Highland Mall with Austin Community College**
- **Offer Internships to ACC students**
- **Offer Scholarships to ACC students**
- **Provide Curriculum Content**
- **Share space with students**
- **Advise computer science students**
- **Provide managed Cloud Services**

NEXT STEPS

- **October 28, 2014 Voting Session**
- **Approve orders to nominate Rackspace as an Enterprise Zone Program**
- **Approve order summarizing local incentives**



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Travis County History Day - Extension Centennial Resolution

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Recognize October 24, 2014 as a day to celebrate 100 years of Extension Services in Travis County at the seventh annual History Day.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: The History Day event is sponsored by the Austin Bar Association, the Austin History Center, the Texas A&M AgriLife Extension Service, the Travis County Archives, and the Travis County Historical Commission.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Interim County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CAP, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Aerin Toussaint, Analyst, Planning and Budget Office
Sherri Fleming, County Executive, HHSVS

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 Agenda Request

Meeting Date: 10/21/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039

Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve annual contract with the Corporation for National and Community Service to continue the Retired and Senior Volunteer Program in the Health and Human Services and Veterans Service Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is an annual grant contract for an existing program.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

No County match is required.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Jessica Rio

County Judge's Office

David Salazar

TRAVIS COUNTY

10/21/2014

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE

FY 2015

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
158	Retired and Senior Volunteer Program (DADS)	09/01/14 - 08/31/15	\$14,282	\$0	\$0	\$0	\$14,282	0.00	R	MC	5

*Amended from original.

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed

County Auditor's Complexity Assessment Measuring Impact to their Office's Resources/Workload

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2015 Grant Summary Report
Grant Contracts Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2014.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date	Created
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$81,868	\$0	\$0	\$0	\$81,868	1.00	10/14/2014	10/16/14
145	Travis County Juvenile Treatment Drug Court - SAMHSA/CSAT*	09/30/13 - 09/29/15	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/14/2014	10/16/14
145	Travis County Juvenile Treatment Drug Court - OJJDP*	10/01/10 - 01/31/15	\$424,979	\$0	\$141,667	\$0	\$566,646	2.50	10/14/2014	10/16/14 3:40
			\$734,517	\$0	\$141,667	\$0	\$876,184	3.50		

*Amended from original agreement.

FY 2015 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Amount requested for PTC

Created: 10-16-14 at 3:40 pm

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Cm. Ct. PTC	Has the General Fund been Reimbursed?
158	Comprehensive Energy Assistance Program**	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013		No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014		No
158	AmeriCorps	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014		No
142	Drug Diversion Court	09/01/14 - 08/31/15	\$5,279	\$0	\$5,279	1.00	10/31/2014	7/29/2014		No
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$8,930	\$0	\$8,930	0.50	11/30/2014	8/12/2014		No
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$15,123	\$0	\$15,123	0.50	11/30/2014	8/12/2014		No
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$15,475	\$0	\$15,475	1.00	11/30/2014	8/12/2014		No
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$17,373	\$0	\$17,373	1.00	11/30/2014	8/12/2014		No
139	Travis County Adult Probation DWI Court	09/01/14 - 08/31/15	\$57,505	\$0	\$57,505	4.00	11/30/2014	8/19/2014		No
124	Travis County Veterans Court	09/01/14 - 08/31/15	\$37,308	\$0	\$37,308	2.00	11/30/2014	8/26/2014		No
119	Other Victim Assistance Grant (OVAG)	09/01/13 - 08/31/15	\$7,000	\$0	\$7,000	1.00	10/31/2014	8/26/2014		No
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$13,160	\$0	\$13,160	1.00	10/31/2014	8/26/2014		No
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$5,583	\$0	\$5,583	1.00	9/30/2014	8/26/2014		No

FY 2015 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	Personnel Cost	<i>Amount requested for PTC</i>			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
				Operating Transfer	Total Request					
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$16,263	\$0	\$16,263	1.00	12/1/2014	9/9/2014	No	
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$28,008	\$0	\$28,008	1.00	12/31/2014	9/23/2014	No	
Totals			\$1,064,737	\$707,300	\$1,772,037	148.17				

***This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.*

5



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: 13RZWTX027

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Retired Senior Volunteer Program (DADS)		
Grant Period:	From: Sep 1, 2014	To:	Aug 31, 2015
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Corporation for National and Community Service (CNCS)		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
Originating Grantor:	Texas Dept. on Aging and Disability Services (DADS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution <i>#595010 (Cash Match)</i>	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 14,282	\$ 0	\$ 0	\$ 0	\$ 14,282
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 14,282	\$ 0	\$ 0	\$ 0	\$ 14,282
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
Applicable Departmental Measures					
1.	Number of volunteers referred to nonprofit organizations	948	800	800	800
2.	Number of elderly able to continue living in their own homes because of volunteer help	3876	1000	1000	1000
3.	Number of agencies using volunteers as part of the effort to maintain services and programs	26	25	25	25
4.	Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	32	30	30	30
Measures for the Grant					
1.	Dept. measures and grant measures are the same	100%	70%	70%	70%
Outcome Impact Description		Percentage of organizations provided with Coming of Age volunteers reporting that programs and services to clients were maintained			
2.		87%	75%	75%	75%
Outcome Impact Description		Percentage of clients served who will remain in their homes			
3.		100% (34% response rate)	80%	80%	80%
Outcome Impact Description		Percentage of organizations that report capacity increases as a result of training and technical assistance provided through the non-profit support component of the Coming of Age program			

PBO Recommendation:

The Health and Human Services and Veterans Service Department (HHSVS) is requesting Commissioners Court approval for a grant application to the Corporation for National and Community Service (CNCS) for the Coming of Age Austin Metro program. The grant funds are passed through the Texas Department on Aging and Disability Services (DADS). The grant award of requires a match, which is met through HHSVS's annual budget for the Coming of Age program. This award is for \$14,282, a portion of the total \$24,484 FY 2015 award. An additional award of \$10,202 is forthcoming.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS)—one is a pass-through from the Texas Department of Aging and Disability Services (DADS). While the grant guidelines waive the requirement that indirect costs be included in the grant budget if the budget is less than \$50,000, this particular grant budget is only slightly above over that threshold. Because the program has seen a large decrease in funding, PBO concurs with the department not including indirect costs in this grant application.

There is no county cost share or grant match, and no long-term grant funding requirements, though the department notes that if the grant award was reduced or discontinued, the Coming of Age program would have to seek funding from other sources, including the General Fund.

PBO recommends acceptance of this award.

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

The Retired Senior Volunteer Program (RSVP), or Coming of Age Austin Metro as the program is called in Travis County, focuses on the skills available in the Baby Boomer population as well as older retirees. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers are able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

These grant funds enhance an existing program.

CNCS has awarded \$14,282 of the \$24,484 for FY'15. The balance of \$10,202 will be awarded later.

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

This grant pays for operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

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

CNCS has informed TCHHSVS that there is not a match requirement for this grant.

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

Coming of Age receives two grants from CNCS: The RSVP DADS grant and a larger grant of \$50,495. This larger grant was reduced from \$63,119 in FY'11 to \$50,495. (The amount of the current grant is actually \$52,995 due to a one-time only increase of \$2,500.) This 20% decrease has put an even greater strain on an already tight budget. Coming of Age is requesting not to include any indirect costs due to the funding decrease.

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

The Coming of Age program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

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

NA

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

The DADS grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
& VETERANS SERVICE**
P. O. Box 1748 * Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS/VS
Office (512) 854-4100 * Fax (512) 279-2197

M E M O R A N D U M

Date: October 7, 2014

To: Travis County Commissioners Court

From: *Sherri E. Fleming*
Sherri E. Fleming, County Executive for
Travis County Health and Human Services and Veterans Service

Subject: Corporation for National and Community Service RSVP Grant involving funds from the Texas Department of Aging and Disability Services

Proposed Motion:

Consider and take appropriate action to approve a Corporation for National and Community Service RSVP grant involving funds from the Texas Department of Aging and Disability Services to help fund the Coming of Age program in FY'15.

Summary and Staff Recommendation:

The Retired Senior Volunteer Program (RSVP), or Coming of Age Austin Metro as the program is called in Travis County, focuses on the skills available in the Baby Boomer population as well as older retirees. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers are able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

Coming of Age receives two RSVP grants from the Corporation for National and Community Service (CNCS). The RSVP (CNCS) grant is for \$52,995 and runs from 4/1/14 – 3/31/15. The RSVP (DADS) grant is for \$24,484 and runs from 9/1/14 – 8/31/15.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:

CNCS has awarded \$14,282 of the \$24,484 for FY'15. The balance of \$10,202 will be awarded later. There is not a match requirement for this grant.

Issues and Opportunities:

Coming of Age provides valuable services to the residents of Travis County in such areas as education, health and human services, volunteer mobilization and capacity building to improve the effectiveness of nonprofits.

Background:

Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, Coming of Age
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office

Corporation for National and Community Service

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Notice of Grant Award

tired and Senior Volunteer Program

Grantee

Travis Co. through Travis Co. Health and Human Services and Veterans Service
PO Box 1748 Austin TX 78767-1748
EIN: 746000192

Award Information

Agreement No.: 13RZWTX027 Project Period: 09/06/2013 - 08/31/2015
Amendment No.: 3 Budget Period: 11/15/2013 - 08/31/2015
FDA No.: 94.002 Grant Year: 2

Award Description

Provide TDADS funding

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic Volunteer Service Act of 1973, as amended (42 U.S.C., Chapter 22) using money appropriated by the State of Texas.

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$0	\$0
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$0	\$0

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$14,282
Total CNCS Funds Awarded to Date	\$14,282

Funding Source and Amount

Not applicable to this award.

Special Conditions

Costs allowed under this grant are limited to those categories contained in signed application package dated 9/5/14.

All other terms and conditions remain unchanged.

Terms of Acceptance: By accepting funds under this grant, the Grantee agrees to comply with all terms and conditions of the grant that are on the Corporation's website at https://egrants.cns.gov/termsandconditions/RSVPTandC_Revised20140114.pdf, all assurances and certifications made in the grant application, and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the funded program in accordance with the approved Grant application and budget(s), supporting documents, and other representations made in support of the approved Grant application.

Corporation for National and Community Service:

10

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Created: 10-16-14 at 9:49 am
Notice of Grant Award

Retired and Senior Volunteer Program

antee	
Travis Co. through Travis Co. Health and Human Services and Veterans Service PO Box 1748 Austin TX 78767-1748	EIN: 746000192

Corporation for National and Community Service:

 09/10/2014

Signature _____ Date _____
 Lennette B. White _____
 Name (typed) _____
 Senior Grants Officer _____
 Title _____

Lennette B. White, 215-964-6309

 Grants Official
 Leslie McLain, (512)916-5671

 Program Official

BY: _____
 Samuel T. Biscoe
 Travis County Judge

Date: _____

11

Travis County DADS Funding

Travis Co. through Travis Co. Health and Human Services and Veterans

Application ID: 14SR164547

Service

Budget Dates: 09/06/2013 - 08/31/2015

	Total Amt	CNCS Share	Grantee Share	Excess Amount
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Section I. Volunteer Support Expenses

Project Personnel Expenses

Personnel Fringe Benefits

FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
Total	\$0	\$0	\$0	\$0

Project Staff Travel

Local Travel

Long Distance Travel

	\$0	\$0	\$0	\$0
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Equipment

Supplies

Contractual and Consultant Services

Other Volunteer Support Costs

Criminal Background Check

	300	300	0	0
	0	0	0	0
Total	\$0	\$0	\$0	\$0

Direct Costs

Section I. Subtotal	\$300	\$300	\$0	\$0
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Section II. Volunteer Expenses

Other Volunteer Costs

Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	1,284	1,284	0	0
Recognition	9,200	9,200	0	0
Volunteer Travel	13,700	13,700	0	0
Total	\$24,184	\$24,184	\$0	\$0

Section II. Subtotal	\$24,184	\$24,184	\$0	\$0
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Project Totals	\$24,484	\$24,484	\$0	\$0
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Funding Percentages		100%		%
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Unfunded Match		n/a		
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Years Receiving CNCS Funds		n/a		
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12

Retired Senior Volunteer Program Terms and Conditions

Interest Bearing Account Must Maintain Advance Federal Funds

Institutions of higher education and other non-profit organizations covered by OMB Circular A-110 must maintain advance Federal funds in an interest bearing account. Interest earned on advances deposited in such accounts shall be remitted annually in a check, made payable to the U.S. Treasury, to the Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852. The document transmitting the check must indicate that the payment is interest earned on advanced Federal funds. Interest up to \$250 per year may be retained by the grantee for administrative expenses.

Recognition Events

Grantee will assure that at Recognition events, the Corporation is acknowledged as the Federal agency responsible for the primary Federal funding of the project.

Lobby Disclosure

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Grantee is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Grantee has paid or agreed to pay any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. The report must be submitted to the Corporation State Program Director.

External Evaluation And Data Collection

The grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the grantee must collect and submit certain project data, as defined in the Project Profile and Volunteer Activity (PPVA) and must provide data as requested or needed to support external evaluations.

Grant Period

Unless otherwise specified, the Grant covers a three year project period. In approving a multiyear project period the Corporation makes an initial award for the first budget period. Additional funding for subsequent budget periods is contingent upon satisfactory progress and the availability of funds. The project period and the budget are noted on the award document.

Federal Financial Reports – Expenditures /Jan to Jun and Jul to Dec

Grantees paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the grant to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the grant and be submitted according to the following schedule:

<i>Period Covering:</i>	<i>Report Due:</i>
January 1 to June 30	July 31
July 1 to December 31	January 31

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

Federal Financial Reports – Expenditures /Apr to Sep and Oct to Mar

Grantees paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the grant to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the grant and be submitted according to the following schedule:

Period Covering:	Report Due:
April 1 - September 30	October 31
October 1 - March 30	April 30

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

Federal Financial Reporting - Disbursements

Grantees paid through HHS/PMS will report quarterly disbursements to HHS through SMARTLINK II. Grantees will report disbursements using the web based version of the Standard Form 425, Federal Financial Report, no later than 30 calendar days following the end of each quarter.

Annual Progress Report

Grantees must prepare a Progress Report at the end of the 4th quarter of the budget period. The report must be submitted in eGrants no later than 30 days after the end of the designated reporting period.

Recognition of Federal Funding

When issuing statements, press releases, requests for proposals, bid solicitations, annual reports and other documents describing projects or programs funded in whole or in part with Federal Corporation money, the grantee receiving federal funds, including but not limited to the state and local governments, shall clearly state (1) the percentage of the total cost of the program which will be financed with the Federal Corporation money, and (2) the dollar amount of Federal Corporation funds for the project or program.

Program/Project Manager Authority

The Program/Project Manager for this grant is listed on the face page of the Notice of Grant Award. The Program/Project Manager has full authority to represent the Corporation in connection with management of the technical and programmatic performance of the grant. They are not authorized to change the terms and conditions, estimated costs, or period of performance, or to give approvals, written or verbal, specifically reserved for the grant officer.

Program Income

Program income is to be used to further the purposes of the grant program for which the award was made. Program income from all sources must be reported and documented. Program income is revenue earned as a direct result of the grant-funded program activities during the award period and must be retained by the Grantee and used to finance the grant's non-Corporation share. Program income earned in excess of the amount needed to finance the Grantee share must follow the appropriate administrative requirements of 45 CFR 2541 or 45 CFR 2543, and cost principles of 2 CFR 205, 2 CFR 225, 2 CFR 230 (formerly OMB circulars A-87, A-122 and A-21) 0148 CFR Part 31 and be deducted from total claimed costs, or with approval from the Corporation through a budget amendment be used to enhance the program (additive process). Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.

Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

NOTE: This section in no way authorizes the making of sub-grants. A grantee must be authorized to make sub-grants under the national service laws in order to do so.

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsr.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received --
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at www.ccr.gov.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

- i. in the subrecipient's preceding fiscal year, the subrecipient received --
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. subawards, and
 - ii. the total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
1. "Entity" means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. "Executive" means officers, managing partners, or any other employees in management positions
 3. "Subaward":
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. "Subrecipient" means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Trafficking Victims Protections Act of 2000

This term of award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104).

- a. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.
- b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

- c. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
 - d. Definitions. For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Prohibited Activities. While charging time to the Senior Corps program, accumulating Service, or training hours, or otherwise performing activities supported by the Senior Corps Program, or CNCS, staff and volunteers may not engage in the following activities:

Political activities. (A) No part of any grant shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.

No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:

(i) Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or

(ii) Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

(iii) Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.

(B) The sponsor shall not use grant funds in any activity for the purpose of influencing the passage or defeat of legislation or proposals by initiative petition, except:

(i) In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests any volunteer in, or employee of such a program to draft, review or testify regarding measures or to make representation to such legislative body, committee or member; or

(ii) In connection with an authorization or appropriations measure directly affecting the operation of the Foster Grandparent Program (FGP), Senior Companion Program (SCP), or Retired Senior Volunteer Program (RSVP).

Non-displacement of employed workers. A Senior Corps Volunteer shall not perform any service or duty or engage in any activity which would otherwise be performed by an employee of the sponsor or which would supplant the hiring of or result in the displacement of employees, or impair existing contracts for services.

Compensation for service. (A) A Senior Corps agency or organization to which Senior Corps volunteers are assigned, or which operates or supervises any Senior Corps program shall not request or receive any compensation from Senior Corps volunteers or from beneficiaries for services of Senior Corps volunteers.

(i) The regulations do not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by the Corporation grant.

(ii) A volunteer station may contribute to the financial support of the Senior Corps Program. However, this support shall not be a required precondition for a potential station to obtain Foster Grandparent service, Senior Companion service or to obtain RSVP volunteers

(iii) If a volunteer station agrees to provide funds to support additional Foster Grandparents, Senior Companions, or RSVP volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.

(iv) Under no circumstances shall a Senior Corps volunteer (Foster Grandparent, Senior Companion, or RSVP Volunteer) receive a fee for service from service recipients, their legal guardian, members of their family, or friends.

Labor and anti-labor activity. The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

Fair labor standards. A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

Nondiscrimination. A sponsor or sponsor employee shall not discriminate against a Senior Corps volunteer on the basis of race, color, national origin, sex, age, religion, or political affiliation, or on the basis of disability, if the Senior Corps volunteer with a disability is qualified to serve.

Religious activities. (A) A Senior Corps volunteer (Foster Grandparent, Senior Companion, or RSVP Volunteer) or a member of the project staff funded by the Corporation shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

(i) A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use Corporation funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

Nepotism. Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor under Subpart B of this part and with notification to the Corporation.

Whistleblower Protection

(a) This grant and employees working on this grant will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) Under this pilot program, an employee of a grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS) relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(c) The Grantee shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>.

Senior Corps Branding

"RSVP" must be included in all references to the project. Accordingly, "RSVP" must be included in the title of the project as listed on the grant application, and in all project promotions for the duration of the project period, including but not limited to recruitment, recognition, and publicity.

Labor and anti-labor activity. The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

Fair labor standards. A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

Nondiscrimination. A sponsor or sponsor employee shall not discriminate against a Senior Corps volunteer on the basis of race, color, national origin, sex, age, religion, or political affiliation, or on the basis of disability, if the Senior Corps volunteer with a disability is qualified to serve.

Religious activities. (A) A Senior Corps volunteer (Foster Grandparent, Senior Companion, or RSVP Volunteer) or a member of the project staff funded by the Corporation shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

(i) A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use Corporation funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

Nepotism. Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor under Subpart B of this part and with notification to the Corporation.

Whistleblower Protection

(a) This grant and employees working on this grant will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) Under this pilot program, an employee of a grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS) relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(c) The Grantee shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>.

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Travis County Commissioners Court Agenda Request

Meeting Date: 10/21/14

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

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

- A. Proposed routine personnel amendments;
- B. Non-routine from District Clerk's Office for a variance to Travis County Code § 10.03008, promotion;
- C. Non-routine from Justice of the Peace Pct 3's Office for a variance to Travis County Code § 10.03008, promotion;
- D. Non-routine salary adjustment from Justice of the Peace Pct 5's Office for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint;
- E. Non-routine salary adjustment from Travis County Sheriff's Office for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint; and
- F. Non-routine request from Constable Precinct 1 for a variance to Travis County Code Chapter §10.0155, Employment of Special Project Employees.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 11.

B. Non-Routine Personnel Action – Pages 12, 14 - 16.

District Clerk's Office requests approval for a promotion that is above midpoint and greater than a 5% increase in salary. Travis County Code § 10.03008, Position 30001130, Accountant Assoc, PG 14. HRMD has reviewed supporting documentation; and supports the promotion; PBO has confirmed sufficient funds.

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.

C. Non-Routine Personnel Action – Pages 12, 17 - 19.

Justice of the Peace Pct 3 requests approval for a promotion that is above midpoint and greater than a 5% increase in salary. Travis County Code §10.03008, Position 30001672, Social Worker, PG 18. HRMD has reviewed supporting documentation; and supports the promotion; PBO has confirmed sufficient funds.

D. Non-Routine Personnel Action – Pages 12, 20 – 22.

Justice of the Peace Pct 5 requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

E. Non-Routine Personnel Action – Pages 12, 23 – 26.

Travis County Sheriff's Office requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

F. Non-Routine Personnel Action – Pages 13, 27 – 29.

Constable Precinct 1 requests approval to extend a Special Project Employee position for an additional year. Travis County Code §10.0155 Employment of Special Project Employees specifies that the duration is expected to last more than 6 months and less than 2 years. HRMD recommends approval of the proposed extension. PBO has confirmed funding.

If you have any questions or comments, please contact 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
Debbie Maynor, Human Resources Management Department, 854-9170
Leroy Nellis, 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.



10-16-14 at 3:40 pm

HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

October 21, 2014

ITEM # :

DATE: October 10, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning and Budget

FROM: Debbie Maynor, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Leroy Nellis

DM

Attached are Personnel Amendments for Commissioners Court approval.

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

LN/DM/TLO

Attachments

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

October 21, 2014

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/13/2014	N/A	N/A	1450 - Facilities Management	30052802 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.09
New Hire	New Hire	10/06/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30005032 / Road Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$25,417.60
New Hire	New Hire	10/01/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005424 / HHS Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$80,000.00
New Hire	New Hire	10/06/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005486 / Case Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,249.60
New Hire	New Hire	10/06/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005487 / Case Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,249.60
New Hire	New Hire	10/06/2014	N/A	N/A	3050 - Tax Collector	30000134 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	10/06/2014	N/A	N/A	3100 - County Attorney	30000739 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,095.87
New Hire	New Hire	10/06/2014	N/A	N/A	3100 - County Attorney	30000907 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,621.60

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	09/22/2014	N/A	N/A	3150 - County Clerk	30006827 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	10/06/2014	N/A	N/A	3200 - District Clerk	30051603 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
New Hire	New Hire	10/16/2014	N/A	N/A	3500 - Sheriff	30002805 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	10/13/2014	N/A	N/A	3500 - Sheriff	30003145 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$37,710.40
New Hire	New Hire	10/20/2014	N/A	N/A	3500 - Sheriff	30053031 / Crime Scene Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$52,977.60
New Hire	New Hire	10/14/2014	N/A	N/A	3500 - Sheriff	30053029 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	10/10/2014	N/A	N/A	3500 - Sheriff	30002856 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	10/17/2014	N/A	N/A	3500 - Sheriff	30002276 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

				CURRENT		NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate / Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate / Amt	
New Hire	New Hire	10/10/2014	N/A	N/A	3500 - Sheriff	30002423 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	
New Hire	New Hire	10/20/2014	N/A	N/A	3500 - Sheriff	30003044 / Law Enforcement Specialis / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$39,623.17	
New Hire	New Hire	10/10/2014	N/A	N/A	3500 - Sheriff	30002500 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	
New Hire	New Hire	10/06/2014	N/A	N/A	3500 - Sheriff	30002028 / Counselor / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,024.00	
New Hire	New Hire	10/12/2014	N/A	N/A	3500 - Sheriff	30003185 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / \$54,414.67	
New Hire	New Hire	10/01/2014	N/A	N/A	3650 - Juvenile Probation	30004539 / Guardian Ad Litem II / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$43,653.54	
New Hire	New Hire	10/13/2014	N/A	N/A	3650 - Juvenile Probation	30004456 / Cook / 1 - Regular / 02 - Full Time Non-Exempt / GRD08 / 00 / \$23,483.20	
New Hire	New Hire	10/06/2014	N/A	N/A	3650 - Juvenile Probation	30004264 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80	

4

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

				CURRENT		NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
Re-Hire	Re-Hire	10/6/2014	N/A	N/A	1800 - Rcd Mgmt and Comm Rsrc	30053051 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / \$12.71	
Re-Hire	Re-Hire	9/16/2014	N/A	N/A	3150 - County Clerk	30006589 / Elections Early Voting De / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 0 / \$12.00	
Re-Hire	Re-Hire	9/16/2014	N/A	N/A	3150 - County Clerk	30006838 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00	
Mobility	Career Ladder	10/01/2014	3100 - County Attorney	30000738 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$81,295.23	3100 - County Attorney	30000738 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$85,359.99	
Mobility	Career Ladder	10/01/2014	3300 - District Attorney	30001363 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$86,927.16	3300 - District Attorney	30001363 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$91,273.52	
Mobility	Career Ladder	10/01/2014	3650 - Juvenile Probation	30004166 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$36,932.97	3650 - Juvenile Probation	30004166 / Juvenile Detention Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,779.65	
Mobility	Demotion	10/01/2014	3470 - Constable Pct 5	30001853 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$41,409.38	3470 - Constable Pct 5	30001854 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$39,338.91	
Mobility	Demotion	10/01/2014	3650 - Juvenile Probation	30004069 / Juvenile Case Mgr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$51,985.27	3650 - Juvenile Probation	30004069 / Social Services Mgr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$49,386.00	

5

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Interdpt Change	10/16/2014	3650 - Juvenile Probation	30004506 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$69,824.50	1400 - Information Technology Service	30000345 / Project Mgr I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$78,956.00
Mobility	Interdpt Change	10/01/2014	3410 - Justice of the Peace Pct 3	30001678 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,867.19	3415 - Justice of the Peace Pct 4	30001697 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,777.60
Mobility	Promotion	10/01/2014	1700 - Transportation and Nat Rsrc	30004786 / Park Ranger Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD62 / 05 / \$58,455.28	1700 - Transportation and Nat Rsrc	30004783 / Park Ranger Supv / 1 - Regular / 02 - Full Time Non-Exempt / GRD63 / 05 / \$66,078.69
Mobility	Promotion	10/01/2014	1700 - Transportation and Nat Rsrc	30004675 / GIS Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD17 / 00 / \$19.04	1700 - Transportation and Nat Rsrc	30053001 / GIS Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$44,928.00
Mobility	Promotion	10/01/2014	1850 - Health and Human Sv and Vet Sv	30005392 / Planning Mgr / 1 Regular / 01 - Full Time Exempt / GRD24 / 00 / \$82,808.18	1850 - Health and Human Sv and Vet Sv	30005391 / HHS Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$89,018.60
Mobility	Promotion	10/01/2014	3100 - County Attorney	30000907 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$33,607.33	3100 - County Attorney	30000903 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,287.70
Mobility	Promotion	10/06/2014	3325 - Criminal Courts	30001502 / Court Bailiff / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$30,675.76	3325 - Criminal Courts	30001547 / Judicial Aide Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$40,809.60
Mobility	Promotion	10/03/2014	3350 - Probate Court	30001598 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$86,927.16	3350 - Probate Court	30001608 / Assoc Judge/Magistrate/Referee / 1 - Regular / 01 - Full Time Exempt / NCF01 / 00 / \$115,360.00

6

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	Current Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	New Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	10/01/2014	3420 - Justice of the Peace Pct 5	30001713 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,402.00	3420 - Justice of the Peace Pct 5	30001716 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$37,102.00	
Mobility	Promotion	10/01/2014	3470 - Constable Pct 5	30001854 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$36,540.15	3470 - Constable Pct 5	30001853 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$39,097.96	
Mobility	Promotion	10/16/2014	3500 - Sheriff	30002842 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83	3500 - Sheriff	30002899 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	
Mobility	Promotion	10/12/2014	3500 - Sheriff	30002583 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	3500 - Sheriff	30003278 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	
Mobility	Promotion	10/06/2014	3650 - Juvenile Probation	30004415 / Accreditation Compliance Officer / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$59,718.84	3650 - Juvenile Probation	30004565 / Juvenile Case Work Mgr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$62,704.95	
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001127 / Financial Analyst Sr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$61,708.64	3200 - District Clerk	30001127 / Financial Analyst Lead / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$67,120.10	
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001129 / Accountant Clk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,147.85	3200 - District Clerk	30001129 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$36,921.48	
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001123 / Financial Analyst / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$51,413.45	3200 - District Clerk	30001123 / Financial Analyst Sr / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$55,659.91	

7

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

				CURRENT		NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
Mobility	Temporary to Regular	11/01/2014	1900 - STAR Flight	30050927 / Helicopter Pilot Sr / 2 - Temporary / 06 - Hourly - No Bnf / GRD26 / 00 / \$35.31	1900 - STAR Flight	30005511 / Helicopter Pilot Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD26 / 00 / \$73,444.80	
Mobility	Temporary to Regular	10/01/2014	3650 - Juvenile Probation	30004311 / Juvenile Rsdnt Treatment Officer Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	3650 - Juvenile Probation	30004399 / Juvenile Rsdnt Treatment Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40	
Mobility	Temporary to Regular	11/01/2014	3650 - Juvenile Probation	30004480 / Housekeeper / 2 Temporary / 05 - Hourly - Retmt / GRD07 / 00 / \$10.56	3650 - Juvenile Probation	30004476 / Housekeeper / 1 - Regular / 02 - Full Time Non-Exempt / GRD07 / 00 / \$24,307.92	
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000243 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$54,036.82	3050 - Tax Collector	GRD20 / 00 / \$56,688.20	
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000186 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$50,986.69	3050 - Tax Collector	GRD20 / 00 / \$53,486.02	
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000199 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$63,220.22	3050 - Tax Collector	GRD20 / 00 / \$66,331.23	
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000163 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$50,986.69	3050 - Tax Collector	GRD20 / 00 / \$53,486.02	
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000234 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,606.48	3050 - Tax Collector	GRD16 / 00 / \$40,764.67	

8

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000210 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$53,535.50	3050 - Tax Collector	GRD20 / 00 / \$56,162.28
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000182 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$52,563.28	3050 - Tax Collector	GRD20 / 00 / \$55,141.44
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000212 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,147.20	3050 - Tax Collector	GRD16 / 00 / \$40,291.62
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000256 / Accounting Clerk / 1 - Regular / 04 - Part Time Non-Exempt / GRD12 / 00 / \$15,510.00	3050 - Tax Collector	GRD12 / 00 / \$15,960.30
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000255 / Accountant / Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$38,542.03	3050 - Tax Collector	GRD14 / 00 / \$39,668.29
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000178 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$40,379.45	3050 - Tax Collector	GRD16 / 00 / \$41,560.83
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000141 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,134.72	3050 - Tax Collector	GRD16 / 00 / \$40,278.76
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000223 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$52,956.63	3050 - Tax Collector	GRD20 / 00 / \$55,554.46
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000245 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,608.50	3050 - Tax Collector	GRD15 / 00 / \$36,646.76

9

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000246 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,024.00	3050 - Tax Collector	GRD16 / 00 / \$39,134.72
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000229 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$40,710.68	3050 - Tax Collector	GRD16 / 00 / \$41,902.00
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000162 / Tax Specialist III / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$41,793.44	3050 - Tax Collector	GRD16 / 00 / \$43,017.24
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000150 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$50,986.69	3050 - Tax Collector	GRD20 / 00 / \$53,486.02
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000216 / Tax Specialist II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,646.76	3050 - Tax Collector	GRD15 / 00 / \$37,716.16
Salary Change	Salary/Hourly Rate Change	10/02/2014	3050 - Tax Collector	30000122 / Tax Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$50,986.69	3050 - Tax Collector	GRD20 / 00 / \$53,486.02
Salary Change	Salary/Hourly Rate Change	10/01/2014	3420 - Justice of the Peace Pct 5	30001712 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,754.52	3420 - Justice of the Peace Pct 5	GRD13 / 00 / \$39,454.52
Salary Change	Salary/Hourly Rate Change	10/01/2014	3420 - Justice of the Peace Pct 5	30001721 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$45,314.72	3420 - Justice of the Peace Pct 5	GRD16 / 00 / \$47,072.72
Salary Change	Salary/Hourly Rate Change	10/01/2014	3500 - Sheriff	30001900 / Planner Sr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$53,772.88	3500 - Sheriff	GRD19 / 00 / \$60,679.78

10

FY 15 BUDGET CLASSIFICATION CHANGES									
Effective Date	Personnel Area	Position	Current			HRMD Recommends			
			Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade	
10/1/14	3410 - Justice of the Peace Pct 3	30001676	Office Assistant / 20000093	Non-exempt	10	Court Clerk I / 20000083	Non-exempt	13	
10/1/14	3410 - Justice of the Peace Pct 3	30001684	Office Assistant / 20000093	Non-exempt	10	Court Clerk I / 20000083	Non-exempt	13	
Departments submitted reclassification requests in FY 15 budget in order to meet departmental needs. PBO has confirmed funding available.									

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11

NON-ROUTINE ACTIONS							NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt		
Mobility	Reclassification	10/01/2014	3200 - District Clerk	30001130 / Accounting Clerk / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$40,573.13	3200 - District Clerk	30001130 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$43,346.76		
Mobility	Reclassification	10/01/2014	3410 - Justice of the Peace Pct 3	30001672 / Juvenile Case Mgr / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$47,452.59	3410 - Justice of the Peace Pct 3	30001672 / Social Worker / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$53,977.60		
Salary Change	Salary/Hourly Rate Change	10/01/2014	3420 - Justice of the Peace Pct 5	30001707 / Office Mgr Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$73,104.00	3420 - Justice of the Peace Pct 5	GRD21 / 00 / \$76,204.00		
Salary Change	Salary/Hourly Rate Change	10/01/2014	3500 - Sheriff	30001902 / Planner Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$70,858.95	3500 - Sheriff	GRD21 / 00 / \$74,115.25		

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12

**NON-ROUTINE ACTION –
SPECIAL PROJECT EMPLOYEE POSITION EXTENSION**

Personnel Area	Positions	Position Title
3450 – Constable Precinct 1	30050294	Constable Deputy

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



HRMD Human Resources Management Department

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

MEMORANDUM

DATE: October 10, 2014

TO: Samuel T. Biscoe, County Judge
 Ron Davis, Commissioner, Precinct 1
 Bruce Todd, Commissioner, Precinct 2
 Gerald Daugherty, Commissioner, Precinct 3
 Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning and Budget Office

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: District Clerk Non-Routine Salary Action Position #30001130

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

District Clerk Request:

The District Clerk's Office requests approval to pay one Accountant Associate (PG 14) at a rate of \$43,346.76 upon reclassification from Accounting Clerk. The rate would result in an annual increase in pay of \$2,773.63. This translates to 6.84%. The action would apply to the following position:

From:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
30001130	Accounting Clerk	12	\$40,573.13

To:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
30001130	Accountant Associate	14	\$43,346.76

Policy

Travis County Code §10.03008(b) states that existing employees that are promoted and receive greater than 5% and are placed above midpoint must be approved by Commissioners Court.

Issue

The proposed salary increase places the employee beyond the midpoint of PG 14 (\$39,623.17) and the proposed increase is greater than 5%. By policy, this makes the proposed salary action non-routine.

Recommendation

HRMD recommends approval of the proposed salary. The proposed salary is within the pay grade and the proposed increase is consistent with the intent of the stated policy. The employee is already earning above the midpoint of the proposed grade. PBO has confirmed funding availability and the reclassification of the position was approved as part of the FY 2015 Budget. The action is scheduled to be effective October 1, 2014.



Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

MEMORANDUM
October 10, 2014

TO: Gloria Villarreal, HR Analyst I

FROM: Michelle Brinkman, Chief Deputy District Clerk

CC: Robert Chappell, Financial Manager, Laura Jones, Financial Analyst

As part of the District Clerk's FY2015 budget process, the office self-funded a reclassification of position #30001130 from Accounting Clerk (grade 12) to Accountant Associate (grade 14).

This action was taken to better match the work content, duties, and responsibilities assigned to this position within the Travis County list of job classifications. Based on the prescribed formula for such reclassifications, the new salary for the incumbent employee should be \$43,346.76.

Please include this on the personnel amendments for Commissioners Court, and let me know if you need any further information to process this request. Thank you.

2014 OCT 10 PM 1:50
PERSONNEL

16

Administrative Offices
(512) 854-9737
Fax: 854-4744

Civil and Family Division
(512) 854-9457
Fax: 854-6610

Criminal Division
(512) 854-9420
Fax: 854-4566

Jury Office
(512) 854-4295
Fax: 854-4457



HRMD Human Resources Management Department

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

MEMORANDUM

DATE: October 10, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning and Budget

FROM: Debbie Maynor, Director of Human Resources *540 for DM*

SUBJECT: JP 3 Non-Routine Salary Action, Position 30001672

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

JP 3 Request:

Justice of the Peace, Precinct #3s Office (JP 3) requests approval to increase the salary of one Juvenile Case Manager from \$47,452.59 to \$53,977.60. The total dollar increase for this position is \$6,525.01 and represents a 13.75% increase. The proposed action would apply to the following position:

From:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Current Salary</u>
30001672	Juvenile Case Mgr.	15	\$47,452.59

To:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Proposed Salary</u>
30001672	Social Worker	18	\$53,977.60

Policy

Travis County Code §10.03008(b) states that existing employees that are promoted and receive greater than 5% and are placed above midpoint must be approved by Commissioners Court.

Issue

The proposed salary increase places the employee beyond the midpoint of PG 18 (\$52,977.60) and the proposed increase is greater than 5%. By policy, this makes the proposed salary action non-routine.

Recommendation

HRMD recommends approval of the proposed salary. The proposed salary is within the pay grade and the proposed increase is consistent with the intent of the stated policy. PBO has confirmed funding availability and the reclassification of the position and funding was approved as part of the FY 2015 Budget. The action is scheduled to be effective October 1, 2014.

**JUDGE SUSAN STEEG
JUSTICE OF THE PEACE
PRECINCT 3
TRAVIS COUNTY, TEXAS**



8656 B W. HWY 71, Suite 100
Austin, Texas 78735

Telephone (512) 854-6763
Fax (512) 854-2197

October 10, 2014

Mr. Todd Osburn
Compensation Manager
Travis County Human Resources
700 Lavaca Street, Suite 420
Austin, Texas 78701

RE: Reclassification -- Position 30001672

Dear Mr. Osburn:

I request the reclassification of the Juvenile Case Manager Position #30001672 to a Social Worker position. The justification for this reclassification was presented and approved as a part of my FY2015 Budget Submission. I refer you to the documents I have previously provided regarding changing the classification of this position and increasing the salary line item by \$6,525 and the benefits by \$1,405.

I request this change be approved effective October 1, 2014.

Thank you for your consideration.

Best regards,

Susan Steeg
Judge Susan Steeg



HRMD Human Resources Management Department

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

MEMORANDUM

DATE: October 10, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning and Budget

FROM: Debbie Maynor, Director of Human Resources

Handwritten signatures: Leroy Nellis, Debbie Maynor

SUBJECT: JP 5 Non-Routine Salary Action, Position 30001707

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

JP 5 Request:

Justice of the Peace, Precinct #5s Office (JP 5) requests approval to increase the salary of one Office Manager Senior (PG 21) from \$73,104 to \$76,204. The total dollar increase for this position is \$3,100 and represents a 4.20% increase. The proposed action would apply to the following position:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30001707	Office Mgr. Sr.	\$73,104.00	\$76,204.00

Policy

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Issue

The action is non-routine by policy since the proposed increase would place the incumbent beyond midpoint + 10% of Pay Grade 21 (\$71,410.14).

Recommendation

HRMD recommends approval of JP 5's proposed salary action. The proposed increase is not excessive and consistent with the intent of the policy. The employee is already past the midpoint + 10% threshold. The action would be effective October 1, 2014. The Planning & Budget Office has verified sufficient funding exists for this action.

DATE: 10/01/14

TO: Cynthia Lam-Roldan
HR Analyst, HRMD Compensation
Leah Henderson,
Budget Analyst, PBO

*Rec'd
10/1
cel*

FROM: Judge Herb Evans *HE*
Justice of the Peace, Precinct Five
Heather M. Kellum
Officer Manager, JP5

SUBJECT: Position #30001707

Due to the retirement of one of our senior clerks, JP5 has permanent salary savings. As a result, we would like to adjust the salary of position 30001707 from \$73,104 to \$76,204. This employee has over 11 years of experience with the county in both accounting and management. This lady runs the office with excellence. I rely on her and do not wish to lose her.

If any questions, please do not hesitate to contact us at 854-9048. Thanks for your assistance in the matter.



Human Resources Management Department

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

MEMORANDUM

DATE: October 10, 2014

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning and Budget

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: Sheriff Non-Routine Salary Action, Position #30001902

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

Travis County Sheriff's Office Request:

The Travis County Sheriff's Office (TCSO) requests approval to increase the salary of one Planner Senior (PG 21), by \$3,256.30. The percentage increase translates to 4.6 percent. The resultant salary would be at or above midpoint + 10%. The proposed action would apply to the following position:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30001902	Planner Senior	\$70,858.95	\$74,115.25

Policy

Travis County Code §10.03002(b) states that existing may be employees moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Issue

The action is non-routine by policy since the proposed increase would place the employee beyond midpoint + 10% of the respective pay grade.

Recommendation

HRMD recommends approval of TCSO's proposed salary action. The proposed increase is reasonable and is warranted by the incumbent taking on projects of greater significance and responsibility. The action would be effective October 1, 2014. The Planning & Budget Office has verified sufficient funding exists for these actions.



Greg Hamilton, Travis County Sheriff
MEMORANDUM

*Todd is waiting for these
2*

DATE: October 1, 2014

TO: Todd Osburn, Compensation Manager, Travis County HRMD

FROM: Greg Hamilton, Sheriff *GH*

JAF for salary ↑

SUBJECT: Salary Adjustment

I am authorizing salary adjustment for the individual in the position as detailed below to be effective October 1, 2014.

Position	Position Title	Grade	Current Salary	New Salary	% increase
30001902	Planner Sr	21	\$70,585.95	\$74,115.25	5

If there are any questions, or additional information needed, please do not hesitate to contact my office.

xc: Alan Miller, PBO
Kate Kearney, HR Manager



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JAMES SYLVESTER
Chief Deputy

WES PRIDDY
Major - Corrections

DARREN LONG
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

TO: Sheriff Greg Hamilton
FROM: Michael G Hemby 783, Planning Manager *[Signature]*
SUBJECT: Research and Planning Staff Pay Adjustments
DATE: September 11, 2014

In anticipation of the upcoming 2015 Budget implementation, I would like to take the opportunity to present the attached pay adjustment proposals for two of the staff in my unit.

1. The first adjustment is for the promotion of *[Name]* Senior Planner. This is a career ladder movement as *[Name]* has acquired the skillset needed for the senior level position. This movement was anticipated and budgeted for FY14, but was delayed until she was ready and then had to be delayed due to TCSO's overtime-related budget concerns. The two-step increase corresponds with the difference in Planner to Senior Planner steps on the civilian pay scale.
2. The second adjustment recommended is for Senior Planner *30001902*. *[Name]* has had a consistent series of extremely challenging projects this past year which have required long hours which are not compensable and what I would consider over-and-above workload assignments for the position. *[Name]* has been bombarded with open-records requests related to one of the assignments which has basically turned into a full time position task. However, she consistently managed her normal project workload without complaint and was willing to get the work done. Thus, I feel that an adjustment is consistent with *[Name]* performance.

Non-Routine

Neither of these adjustments should cause any unforeseeable impacts on the FY15 budget as with the current anticipated attrition due to the retirements of numerous senior employees, funds should be available to cover the additional expense.

I would like for these adjustment to be considered and take effect October 1, or as soon thereafter as practically possible.

If you have any questions, please let me know and I thank you for your time and consideration.

26



HRMD *Human Resources Management Department*

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

MEMORANDUM

DATE: October 10, 2014

TO: Samuel T. Biscoe, County Judge
 Ron Davis, Commissioner, Precinct 1
 Bruce Todd, Commissioner, Precinct 2
 Gerald Daugherty, Commissioner, Precinct 3
 Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, County Executive, Planning & Budget *Leroy Nellis*

FROM: Debbie Maynor, HRMD Director *DM*

SUBJECT: Constable 1 –Special Project Position 30050294 – End Date Extension

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

Constable 1:

Constable #1's Office (CN 1) has requested the extension of special project position 30050294. The position is a Deputy Constable position that provides security for 5501 Airport Boulevard.

Policy:

Travis County Code §10.0155(c)(1) stipulates that special project employees have a duration of six months to two years. Section 10.0155(d) states that extension of Special Project employees can be approved at any voting session of the Commissioners Court.

Background:

Commissioners Court first approved the creation of this special project position on 10/1/12. By policy, special project positions cannot extend beyond two years without approval of Commissioners Court. During the FY 2015 budget process, all parties agreed that the need continues for this position and that it should be extended for one more year. If Court approves extension of the position, it is scheduled to expire on 9/30/2015.

Recommendation:

HRMD recommends approval of the proposed end date extension. The Planning and Budget Office (PBO) has confirmed that the position is fully budgeted for all of FY 2015 and has approved a one-year extension. It was anticipated that the position would be extended for one year during the budget discussions of FY 2015.

28

DANNY THOMAS
CONSTABLE PRECINCT ONE
TRAVIS COUNTY



4717 HEFLIN LANE, STE. 127
AUSTIN, TEXAS 78721
(512) 854-7510 FAX (512) 929-0981

2014 OCT 13 PM 3:45

PERSONNEL

Memorandum

To: Human Resources
From: Constable Danny Thomas *Danny Thomas*
Date: 10/10/2014
Re: FY15 Special Project

Constable One requested a full time position for the FY13 budget however, Commissioners Court subcommittee, stakeholders, and the Security Committee have collaborated and decided to fund a special project temporary slot to cover security staffing for the 5501 Airport Boulevard campus that houses the Tax Office, County Clerk's Office and Community and Education Services (CES). Based on recommendations by all parties, the temporary special project was extended and was approved by Commissioners Court.

Although special project was initiated in 2012 the Temporary Special project is necessary and Constable One request that it continues to approve through 9/30/15 and requesting Commissioners Court approval to continue the position beyond the two-year deadline.

29

1



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive -
Succession

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,701,688.17 for the period of October 3 to October 9, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,701,688.17.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,701,688.17

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: October 21, 2014

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 3 to October 9, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,701,688.17

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,701,688.17.

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 3, 2014 TO OCTOBER 9, 2014**

-

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 14, 2014
 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 3, 2014
 TO: October 9, 2014

REIMBURSEMENT REQUESTED: \$ 1,701,688.17

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,403,976.41
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 14, 2014	\$ (702,414.24)
SAP corr	\$ -
Misc Adj	\$ 126.00
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,701,688.17
TRANSFER OF FUNDS REQUESTED:	\$ 1,701,688.17

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

All claims over \$25,000 (3 this week totaling \$276,037.29) 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 (\$219,525.87) 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 \$300,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by United Healthcare; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from UHC total \$0.00.

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.

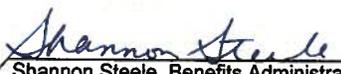
I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.


 Debbie Maynor, Director, HRMD 10/13/2014

 Date


 John Rabb, Benefits Manager 10/13/2014

 Date


 Shannon Steele, Benefits Administrator 10/10/2014

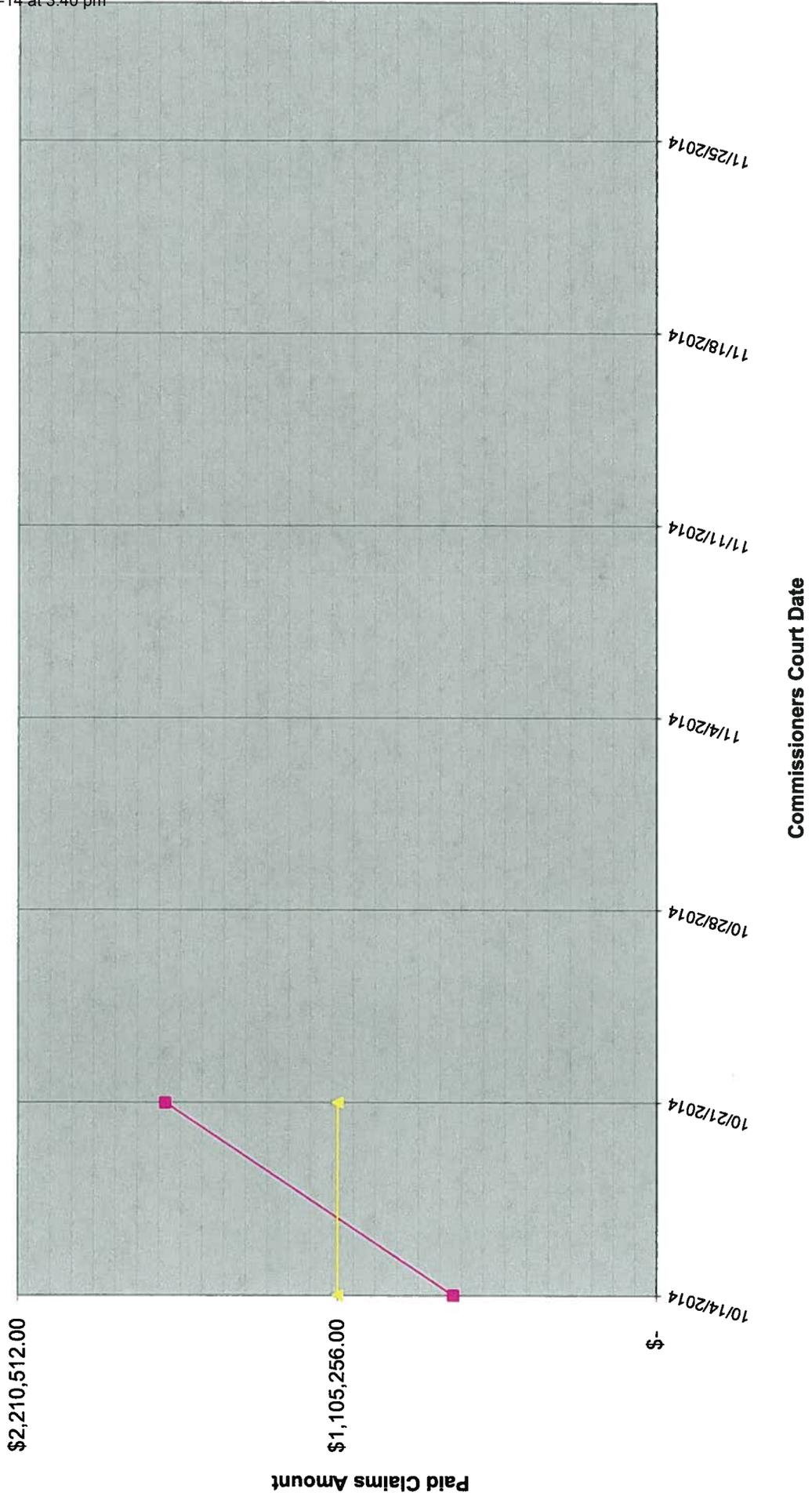
 Date


 Norman McRee, Financial Analyst 10/10/14

 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 FY15 Paid Claims vs Original Weekly Claims Budget of \$1,105,255.79



Travis County Employee Benefit Plan FY15 Weekly Paid Claims VS Weekly Budgeted Amount

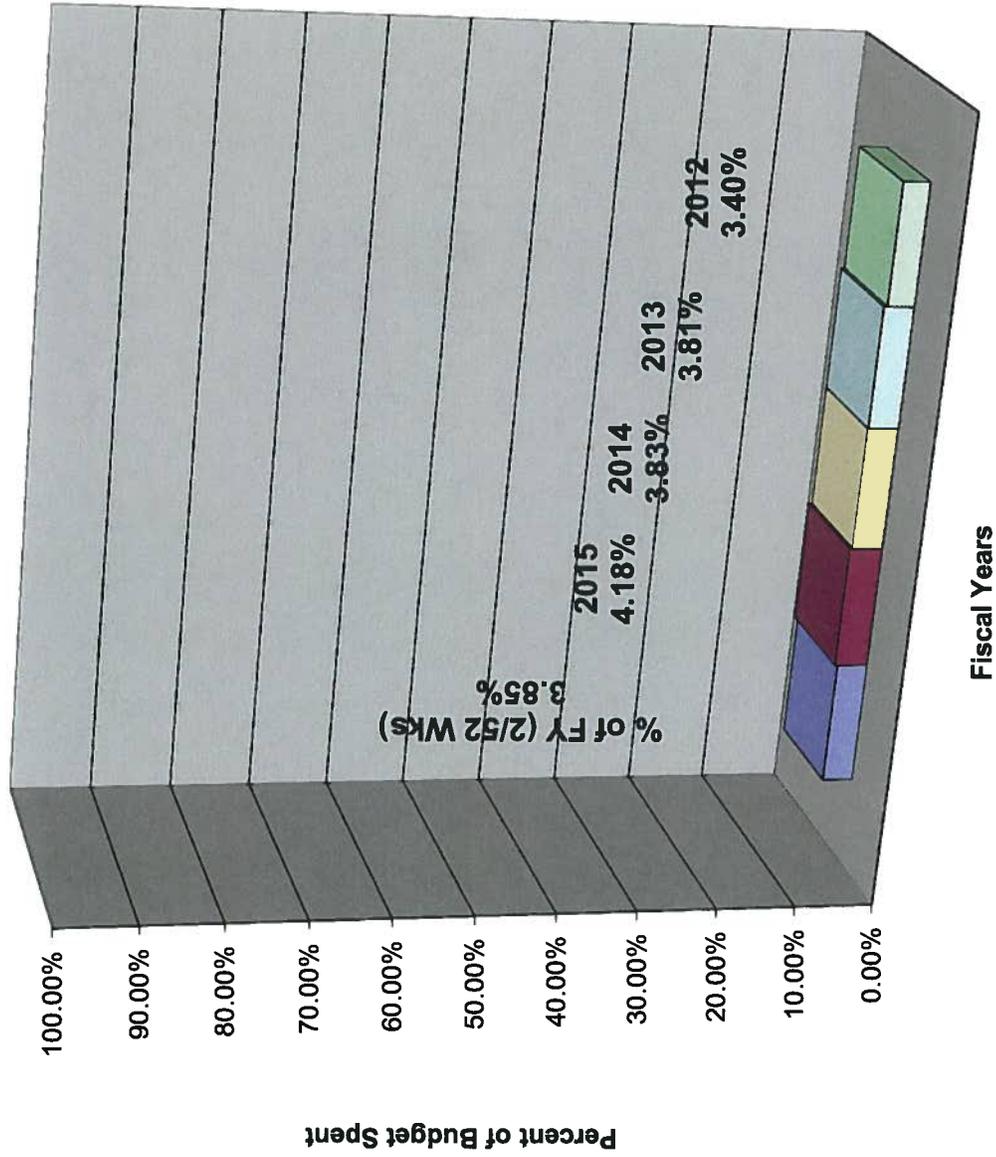
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2015 % of Budget Spent	FY 2014 % of Budget Spent
1	9/26/2014	10/2/2014	10/14/2014	\$ 702,414.24	\$ 1,105,255.79	1	\$ 36,024.96	1.22%	1.54%
2	10/3/2014	10/9/2014	10/21/2014	\$ 1,701,688.17	\$ 1,105,255.79	3	\$ 276,037.29	4.18%	3.83%
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Claims (net) & Budget to Date	\$ 2,404,102.41	\$ 2,210,511.58	stop loss	\$ -
Gross Paid Claims over (under) Revised Budget	\$ 193,590.83			

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

*Friday due to Holiday
**Monday due to Holiday

Comparison of Claims to FY Budgets Week 2



Created 10-16-14 at 3:40 pm



[Help](#) | [Forget me on this computer \(Log Out\)](#)

Secured Message

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: October 10, 2014 5:55:08 AM GMT
Subject: Secure Message from sifsfax@uhc.com

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY ACCORDING TO THE COLUMBUS DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

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: 2014-10-10 REQUEST AMOUNT: \$2,403,976.41

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-10-09 \$300,444.94
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$2,367,596.06

+ CURRENT DAY NET CHARGE: \$36,380.35
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$2,403,976.41

ACTIVITY FOR WORK DAY: 2014-10-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$69,765.47	\$00.00	\$69,765.47
TOTAL:	\$69,765.47	\$00.00	\$69,765.47

ACTIVITY FOR WORK DAY: 2014-10-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_10_9

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	632	(325.17)	A1	4125432	AH	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(325.17)	A1	4056991	AH	6	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(327.79)	A1	4121160	AH	5	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(335.08)	A1	4046336	AA	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(340.96)	A1	4076234	AA	7	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(364.65)	A1	4077864	AA	11	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(370.04)	A1	4121161	AH	5	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(375.01)	QG	22317729	AA	11	5/23/2014	50	10/6/2014	10/9/2014
701254	632	632	(429.72)	A1	4096805	AH	5	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(432.31)	A1	4046323	AA	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(451.90)	A1	4074362	AH	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(455.32)	A1	4042035	AH	8	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(473.36)	A1	4095766	AE	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(489.46)	A1	4116155	AH	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(551.61)	QG	62183017	AA	6	4/4/2014	50	10/9/2014	10/9/2014
701254	632	632	(562.17)	A1	4129398	AE	5	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(578.02)	A1	4095945	AH	7	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(582.27)	A1	4105283	AE	5	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(677.96)	A1	4059167	AH	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(769.75)	A1	4096804	AH	5	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(809.28)	A1	4090872	AH	9	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(829.57)	A1	4056983	AA	3	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(1,241.23)	A1	4085396	AE	1	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(1,639.88)	A1	4101166	AA	11	10/1/2014	200	10/8/2014	10/9/2014
701254	632	632	(1,789.80)	QG	81534407	AH	7	9/30/2014	50	10/6/2014	10/9/2014

1,701,688.17

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 10/9/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
---------	-----------	-----	-------	-----	--------------	----------	------------	------------

Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/9/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	\$	356,840.90
	RR	1110068956	516110	\$	39,037.14
				\$	-
			Total CEPO		\$ 395,878.04
EPO	EE	1110068956	516030	\$	182,680.91
	RR	1110068956	516130	\$	70,617.74
			Total EPO		\$ 253,298.65
PPO	EE	1110068956	516020	\$	870,410.16
	RR	1110068956	516120	\$	182,101.32
			Total PPO		\$ 1,052,511.48
			Grand Total		\$ 1,701,688.17



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By/Phone Number: Travis R. Gatlin, 512-854-9065

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Signature for Leroy Nellis

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING, THE ISSUANCE OF \$15,100,000 TRAVIS COUNTY, TEXAS, STATE HIGHWAY SYSTEM BONDS, SERIES 2014-A (LIMITED TAX), AND MATTERS PERTAINING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On March 18, 2014, the Commissioners Court approved an Interlocal Cooperation Agreement with Central Texas Regional Mobility Authority (CTRMA) and Hays County for the completion of State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626. State Highway Bonds are being issued for Travis County's \$15,000,000 contribution under the agreement. The bonds also include estimated issuance costs of \$100,000.

The full payment of \$15,000,000 has already been paid to CTRMA. An initial payment of \$2,500,000 was made on June 17, 2014 and the remaining payment of \$12,500,000 was made on October 7, 2014, per the agreement. The Commissioners Court approved a reimbursement resolution of \$2,500,000 on March 18, 2014 and one for \$12,500,000 on September 30, 2014, which will allow the County to reimbursement itself once the proceeds from the State Highway Bonds arrive.

STAFF RECOMMENDATIONS:

The Planning and Budget Office recommends approval of the item so that the County can reimburse itself for funds already expended for the approved state highway project.

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.

ISSUES AND OPPORTUNITIES:

Travis County's has a Triple A credit rating that has been awarded continuously since 2001. Travis County is one of five counties out of the 254 counties in the State of Texas receiving this designation. Both Moody's and Standard & Poor's recently reconfirmed their highest rating for this issuance. Travis County's credit rating allows the County to sell debt at the lowest rate possible, which results in savings to the taxpayer.

FISCAL IMPACT AND SOURCE OF FUNDING:

The debt service requirement associated with the bonds will be incorporated into the FY 2016 budget process. The principle and interest payments to be made in FY 2015 will be from excess fund balance within the debt service fund as a part of a planned reduction of these funds.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Planning and Budget Office (512) 854-9066

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

David Salazar, 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.

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

authorizing

**TRAVIS COUNTY, TEXAS
STATE HIGHWAY SYSTEM BONDS
SERIES 2014-A
(LIMITED TAX)**

Adopted: _____, 2014

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01	Definitions	1
Section 1.02	Findings	3
Section 1.03	Table of Contents, Titles and Headings	3
Section 1.04	Interpretation	3

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01	Redemption Before Maturity.....	11
Section 4.02	Optional Redemption	11
Section 4.03	Partial Redemption	12
Section 4.04	Notice of Redemption to Owners.....	12

Section 4.05	Payment Upon Redemption.....	13
Section 4.06	Effect of Redemption	13

ARTICLE V

PAYING AGENT/REGISTRAR

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

ARTICLE VI

FORM OF THE BONDS

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

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

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

ARTICLE VIII

INVESTMENTS

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

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01	Payment of the Bonds.....	23
Section 9.02	Other Representations and Covenants.....	24

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants 24

Section 10.02 No Private Use or Payment and No Private Loan Financing 24

Section 10.03 No Federal Guaranty 25

Section 10.04 Bonds are not Hedge Bonds 25

Section 10.05 No-Arbitrage Covenant 25

Section 10.06 Arbitrage Rebate..... 25

Section 10.07 Information Reporting..... 26

Section 10.08 Record Retention 26

Section 10.09 Registered Bonds..... 26

Section 10.10 Deliberate Actions 26

Section 10.11 Continuing Obligation..... 26

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default..... 27

Section 11.02 Remedies for Default..... 27

Section 11.03 Remedies Not Exclusive 27

ARTICLE XII

DISCHARGE

Section 12.01 Discharge..... 28

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports..... 28

Section 13.02 Material Event Notices..... 28

Section 13.03 Limitations, Disclaimers and Amendments 30

ARTICLE XIV

AMENDMENTS

Section 14.01 Amendment of Order..... 31

Section 14.02 Notice and Adoption of Amendment 31

Section 14.03 Consent of Owners Irrevocable 32

Section 14.04 Nonsubstantive Changes 32

EXECUTION

Exhibit A - Description of Annual Disclosure of Financial Information.....A-1

AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY, TEXAS, STATE HIGHWAY SYSTEM BONDS, SERIES 2014-A (LIMITED TAX), IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____; LEVYING A TAX IN PAYMENT THEREOF; APPROVING THE OFFICIAL STATEMENT; APPROVING A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to Chapter 1479, Texas Government Code, as amended (the "Act") Travis County, Texas (the "County") is authorized to issue bonds to provide funds for the design, development, financing, construction, maintenance, operation, extension, expansion or improvement of a toll or nontoll project or facility on the state highway system located in the County; and

WHEREAS, the Act provides that the County may provide for the payment of such bonds by a pledge of revenue from any available source or the proceeds of an ad valorem tax, levied on all taxable property within the County, within the limits prescribed by law; and

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

WHEREAS, it is affirmatively found that the County is authorized to issue, sell and deliver such bonds pursuant to the Constitution and laws of the State of Texas, particularly the Act; and

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

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

"Bond" means any of the Bonds.

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

“Bond Purchase Agreement” means the bond purchase agreement or contract between the County and the Underwriter providing for the sale of the Bonds.

“Bonds” means the County’s bonds authorized to be issued by Section 3.01 of this Order and designated as “Travis County, Texas, State Highway System Bonds, Series 2014-A (Limited Tax).”

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

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

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

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

“County” means Travis County, Texas.

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

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

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

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

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

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

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing March 1, 2015.

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

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

“Underwriter” means, collectively, the underwriter or underwriters named in the Bond Purchase Agreement with respect to the Bonds.

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

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

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

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

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

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

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

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

“Underwriter” means, collectively, the underwriter or underwriters named in the Bond Purchase Agreement.

Section 1.02 Findings.

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

Section 1.03 Table of Contents, Titles and Headings.

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

Section 1.04 Interpretation.

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

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

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

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

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

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

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

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, State Highway System Bonds, Series 2014-A (Limited Tax), Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01 Authorization.

The County’s bonds to be designated “Travis County, Texas, State Highway System Bonds, Series 2014-A (Limited Tax)” (the “Bonds”), are hereby authorized to be issued and delivered in accordance with Act. The Bonds shall be issued in the aggregate principal amount of \$ _____ for the purposes of (i) the design and construction of road projects that, upon completion, will become part of the Texas state highway system (the “Project”) and (ii) paying the costs of issuance of the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated October 1, 2014. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

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

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2032		
2024			2034		

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

Section 3.03 Medium, Method and Place of Payment.

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

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

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the office of the Paying Agent/Registrar.

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

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

Section 3.04 Execution and Registration of Bonds.

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

facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds.

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

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

Section 3.05 Ownership.

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

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

Section 3.06 Registration, Transfer and Exchange.

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

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

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

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

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

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

Section 3.07 Cancellation.

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

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the County may execute and, upon the

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

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

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

Section 3.09 Replacement Bonds.

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

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

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

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

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

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

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

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

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

Section 3.10 Book-Entry Only System.

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

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

as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

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

In the event that the County determines that it is in the best interest of the County and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Redemption Before Maturity.

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

Section 4.02 Optional Redemption.

(a) The County reserves the option to redeem Bonds maturing on and after March 1, 2025 in whole or any part, before their respective scheduled maturity dates, on March 1, 2024 or

on any date thereafter, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

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

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

Section 4.03 Partial Redemption.

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

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

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

Section 4.04 Notice of Redemption to Owners.

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

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

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and

such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

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

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

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

Section 4.06 Effect of Redemption.

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

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

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

Section 5.02 Qualifications.

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

Section 5.03 Maintaining Paying Agent/Registrar.

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

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

Section 5.04 Termination.

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

Section 5.05 Notice of Change to Owners.

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

Section 5.06 Agreement to Perform Duties and Functions.

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

Section 5.07 Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

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

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

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

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

Section 6.02 Form of the Bonds.

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

(a) Form of Bond.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

TRAVIS COUNTY, TEXAS
STATE HIGHWAY SYSTEM BOND
SERIES 2014-A
(LIMITED TAX)

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:
_____ % March 1, _____ October 1, 2014 _____

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

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

_____ DOLLARS

unless the Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2015.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the office in Austin, Texas, of the County Treasurer of Travis County, Texas, as Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the designated payment/transfer office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest

payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing such notice.

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

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ _____ (herein referred to as the "Bonds"), issued pursuant to a certain order of the County (the "Order") for the purpose of providing funds for to pay for the design and construction of road projects that, upon completion, will become part of the Texas state highway system, as described in the Order, and to pay the costs of issuing the Bonds.

The County has reserved the option to redeem the Bonds maturing on or after March 1, 2025 in whole or in part before their respective scheduled maturity dates, on March 1, 2024 or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the County shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lots the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

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

In the Order, the County reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the

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

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

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

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

It is hereby certified and recited that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the County have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

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

County Judge

County Clerk

REGISTERED:

County Treasurer

[SEAL]

(b) Form of Comptroller's Registration Certificate.

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

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

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

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

Comptroller of Public Accounts
of the State of Texas

[SEAL]

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

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

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

COUNTY TREASURER OF TRAVIS COUNTY, TEXAS

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

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

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

Dated: _____

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

Signature Guaranteed:

Authorized Signatory

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

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

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

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates"</u>
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(Information to be inserted from
schedule in Section 3.02 of this Order)

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

Section 6.03 CUSIP Registration.

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

Section 6.04 Legal Opinion.

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

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds are hereby officially sold and awarded and shall be delivered to the Underwriter in accordance with the terms and provisions of that certain Bond Purchase Agreement pertaining to the Bonds between the County and the Underwriter and dated the date of the passage of this Order. The form and content of such Bond Purchase Agreement are hereby approved, and the County Judge is hereby authorized and directed to execute and deliver such Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms

of the sale are the most advantageous reasonably obtainable. The Bonds shall be initially registered in the name of the Underwriter or its designee.

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

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

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

Section 7.02 Control and Delivery of Bonds.

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

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

Section 7.03 Deposit of Proceeds; Transfer of Funds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date plus \$ _____ of cash premium shall be deposited to the Interest and Sinking Fund.

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

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

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

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

Section 8.02 Investment Income.

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

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

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

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

Section 9.02 Other Representations and Covenants.

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

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

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

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

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

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

Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

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

Section 10.05 No-Arbitrage Covenant.

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

Section 10.06 Arbitrage Rebate.

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

reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention.

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

Section 10.09 Registered Bonds.

The Bonds will be issued in registered form.

Section 10.10 Deliberate Actions.

The County will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

Section 10.11 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

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

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

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

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 11.03 Remedies Not Exclusive.

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

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

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

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

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

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

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

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

Section 13.02 Material Event Notices.

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

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;

- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasance;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional paying agent/registrars or the change of name of a paying agent/registrars, if material.

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

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

Section 13.03 Limitations, Disclaimers and Amendments.

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

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

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

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

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

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes

such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIV

AMENDMENTS

Section 14.01 Amendment of Order. The County may, without the consent of or notice to the Owners, from time to time and at any time amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds then outstanding, amend, add to or rescind any of the provisions of this Order; provided, that, without the consent of the Owners of all Bonds then outstanding, no such amendment, addition, or rescission shall:

- (a) affect the rights of the Owners of less than all of the Bonds then outstanding;
- (b) make any change in the maturities of the Bonds;
- (c) reduce the rate of interest borne by any of the Bonds;
- (d) reduce the amount of the principal payable on the Bonds;
- (e) modify the terms of payment of principal of or interest on the Bonds or impose any conditions with respect to such payment; or
- (f) change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment.

Bonds owned or held by or for the account of or for the benefit of the County shall not be deemed to be outstanding for the purpose of amending this Order.

Section 14.02 Notice and Adoption of Amendment. If the County desires to amend this Order and such amendment requires the consent of the Owner pursuant to Section 14.01, the County shall cause notice of the proposed amendment to be given in writing to each Owner of Bonds then outstanding. If, within thirty (30) days, or such longer period as shall be prescribed by the County, following the giving of such notice, the Owners of Bonds then outstanding in the aggregate principal amount required by Section 14.01 shall have consented to the amendment as

herein provided, no Owner of a Bond shall have any right to object to any of the terms and provisions contained therein, or in any manner to question the propriety of the execution thereof, and all the rights of all Owners of Bonds shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such amendment.

Section 14.03 Consent of Owners Irrevocable. Any consent given by any Owner of a Bond pursuant to the provisions of this Article shall be irrevocable and binding on all future Owners of the same Bond from the date of such consent.

Section 14.04 Nonsubstantive Changes. The County Judge, in consultation with the County's Bond Counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Order as may be required by the Attorney General of Texas in his approval of the Bonds herein authorized.

PASSED AND APPROVED this _____, 2014.

COMMISSIONERS COURT
TRAVIS COUNTY, TEXAS

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

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

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

Accounting Principles

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



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By/Phone Number: Travis R. Gatlin, 512-854-9065

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

[Handwritten signature and note: "for Leroy Nellis"]

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS (TO DECREASE THE INTEREST RATE ON OUTSTANDING DEBT) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$82,470,000; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT AND ENACTING OTHER PROVISIONS RELATING THERETO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The issuance of refunding bonds is a refinancing mechanism that allows the County to reduce its interest costs on debt by paying off previously issued bonds with the proceeds of new refunding bonds at a lower interest rate. The Planning and Budget Office, County Auditor's Office, and the County's Independent Municipal Advisor, Ladd Pattillo regularly monitor refunding possibilities so that when the appropriate opportunity arrive to save taxpayer resources, the an item can be brought forward to the Commissioners Court.

Based on current market conditions, the County's Independent Municipal Advisor believes there is an ideal opportunity to refund a portion of the County's outstanding debt in order to reduce the County's interest costs on outstanding debt. The parameters requested to be approved allow the County flexibility to move quickly on the refunding when the market conditions are ideal in order to maximize savings to the taxpayer. Per the parameters, the issuance shall not exceed \$82,470,000 of refunded bonds and will result in a net present values savings of no less than 5.00% and

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.

the true interest cost of the bonds shall not exceed 3.5%. It is likely that the actual amount of bonds that will be refunded will be lower, depending on market conditions, in order to maximize the savings to the County. Savings maximization is a balance between the lower interest rates and minimizing the costs associated with negative arbitrage. Negative arbitrage occurs when proceeds of newly issued refunding bonds are invested in US Treasury Securities, which currently pay lower rates than the refunded bonds.

The most recent refundings were in October 2012 when the County issued \$55,340,000 in refunding bonds and saved \$4,236,411 in future interest payments. Over the last 20 years, the County has saved approximately \$19 million in future interest payments by issuing refunding bonds.

STAFF RECOMMENDATIONS:

The Planning and Budget Office recommends approval of the item in order to reduce the County's outstanding debt service.

ISSUES AND OPPORTUNITIES:

Travis County's has a Triple A credit rating that has been awarded continuously since 2001. Travis County is one of five counties of the 254 counties in Texas receiving this designation. Both Moody's and Standard & Poor's recently reconfirmed their highest rating for this issuance. Travis County's credit rating allows the County to sell debt at the lowest rate possible, which results in savings to the taxpayer.

FISCAL IMPACT AND SOURCE OF FUNDING:

The proposed refunding will result debt service net present values savings at no less than 5.00% and the true interest costs at no more than 3.5%.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Planning and Budget Office (512) 854-9066
Jessica Rio, Planning and Budget Office, (512) 854-9106
David Salazar, County Judge's Office, (512) 854-9555

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

authorizing

**TRAVIS COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS**

Adopted: October 21, 2014

TABLE OF CONTENTS

	Page
Recitals	1

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

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

ARTICLE III

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

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01	Limitation on Redemption.....	12
Section 4.02	Optional Redemption.....	12
Section 4.03	Mandatory Redemption	12
Section 4.04	Partial Redemption	13
Section 4.05	Notice of Redemption to Owners	13
Section 4.06	Payment Upon Redemption.....	14
Section 4.07	Effect of Redemption.....	14

ARTICLE V

PAYING AGENT/REGISTRAR

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01	Form Generally.	16
Section 6.02	CUSIP Registration.	16
Section 6.03	Legal Opinion.	16

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01	Sale of Bonds, Official Statement.	17
Section 7.02	Control and Delivery of Bonds.	18
Section 7.03	Deposit of Proceeds; Transfer of Funds.	19

ARTICLE VIII

INVESTMENTS

Section 8.01	Investments.	19
Section 8.02	Investment Income.	19

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01	Payment of the Bonds.	20
Section 9.02	Other Representations and Covenants.	20

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01	General Tax Covenants.	20
Section 10.02	No Private Use or Payment and No Private Loan Financing.	21
Section 10.03	No Federal Guaranty.	21
Section 10.04	Bonds are not Hedge Bonds.	21
Section 10.05	No-Arbitrage Covenant.	21
Section 10.06	Arbitrage Rebate.	22
Section 10.07	Information Reporting.	22
Section 10.08	Record Retention.	22

Section 10.09	Registration.....	22
Section 10.10	Deliberate Actions.....	22
Section 10.11	Continuing Obligation.....	23

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01	Events of Default.....	23
Section 11.02	Remedies for Default.....	23
Section 11.03	Remedies Not Exclusive.....	23

ARTICLE XII

DISCHARGE

Section 12.01	Discharge.....	24
---------------	----------------	----

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01	Annual Reports.....	24
Section 13.02	Material Event Notices.....	24
Section 13.03	Limitations, Disclaimers and Amendments.....	25

ARTICLE XIV

AMENDMENTS

Section 14.01	Amendment of Order.....	27
Section 14.02	Notice and Adoption of Amendment.....	27
Section 14.03	Consent of Owners Irrevocable.....	28
Section 14.04	Nonsubstantive Changes.....	28

ARTICLE XV

REDEMPTION OF BONDS; APPROVAL OF ESCROW AGREEMENT

Section 15.01	Appointment of Escrow Agent; Approval of Escrow Agreement.....	28
Section 15.02	Purchase of Securities for Escrow Fund.....	28
Section 15.03	Redemption of Refunded Obligations.....	28
Section 15.04	Notice of Redemption.....	28

EXECUTION

Exhibit A – Description of Annual Disclosure of Financial Information.....	A-1
Schedule I – Refunded Obligation Candidates.....	Schedule I

AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$82,470,000; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, Travis County, Texas (the "County"), desires to issue the bonds hereinafter authorized for the purpose of refunding certain of its outstanding limited tax obligations as identified and described on Schedule I attached hereto (collectively, the "Refunded Obligations Candidates"); and

WHEREAS, it is intended that all or a portion of the Refunded Obligations Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), provides that the County is authorized to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing the proceeds of such refunding bonds with a trust company or commercial bank authorized to receive such deposit under Chapter 1207 in an amount sufficient, together with other lawfully available funds of the County, if any, to provide for the payment or redemption of the Refunded Obligations, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is a commercial bank that does not currently act as a depository for the County; and

WHEREAS, as authorized by Chapter 1207, the County desires to appoint The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent for the Refunded Obligations (the "Escrow Agent") and to enter into an escrow agreement with the Escrow Agent pursuant to which proceeds of the bonds herein authorized (the "Bonds"), together with other lawfully available funds of the County, if any, will be deposited with the Escrow Agent and applied in manner sufficient to provide for the full and timely payment of all interest on and principal of the Refunded Obligations; and

WHEREAS, upon the issuance of the Bonds and the creation of an escrow fund referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations, shall be, with respect to the Refunded Obligations discharged, terminated and defeased; and

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

WHEREAS, it is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a debt service savings payable by the County in an amount to be certified in the Pricing Certificate, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations and that the issuance of the Bonds is in the public interest and the use of the proceeds thereof in the manner specified herein constitutes a valid public purpose; NOW, THEREFORE,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

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

“Authorized Officer” means the County Judge of the County.

“Bond” means any of the Bonds.

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

“Bonds” means the “Travis County, Texas, Limited Tax Refunding Bonds authorized to be issued by Section 3.01 of this Order, as further designated as to series and name in the Pricing Certificate.

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

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

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

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

“County” means Travis County, Texas.

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

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

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

“Escrow Agreement” means that certain Escrow Agreement, dated as of the Bond Date, between the County and the Escrow Agent.

“Escrow Fund” means the fund established by the Escrow Agreement to hold cash and securities for the payment of the principal of and interest on the Refunded Obligations.

“Event of Default” means any event of default as defined in Section 10.01.

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

“Initial Bond” means the Initial Bond authorized by Section 3.04.

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Agreement” means the Bond Purchase Agreement between the County and the Underwriters providing for the sale of the Bonds to the Underwriters.

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

“Refunded Obligations” mean those Obligations of the County designated as such in the Pricing Certificate from the list of Refunded Obligations Candidates.

“Refunded Obligations Candidates” mean the outstanding obligations of the County identified and described on Schedule I attached hereto which are authorized to be designated as Refunded Obligations in the Pricing Certificate.

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

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

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

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

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

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

“Unclaimed Payment” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable.

“Underwriters” mean, collectively, the entity or entities identified in the Pricing Certificate and the Purchase Agreement as underwriters.

Section 1.02 Findings.

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

Section 1.03 Table of Contents, Titles and Headings.

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

Section 1.04 Interpretation.

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

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

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

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

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

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

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Limited Tax Refunding Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"); provided, that such designation shall be modified to include the series designation set forth in the Pricing Certificate. The Interest and Sinking Fund shall be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The County's bonds to be designated "Travis County, Texas, Limited Tax Refunding Bonds" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Chapter 1207, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of not to exceed \$82,470,000, without regard to premium received in connection with the sale of the Bonds, for the purpose of providing funds to refund the Refunded Obligations and to pay the costs of issuing the Bonds. The series designation of the Bonds shall be stated in the Pricing Certificate

Section 3.02 Date, Denomination, Maturities and Interest.

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

(b) The Bonds shall mature on March 1 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the (i) Bond Date or the Closing Date, as set forth in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

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

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

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of Bonds, interest may be paid by wire transfer to the bank account of such owner on file with the Paying Agent/Registrar.

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

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

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

Section 3.04 Execution and Registration of Bonds.

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

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying

Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, and that it is a valid and binding obligation of the County, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

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

Section 3.05 Ownership.

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

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

Section 3.06 Registration, Transfer and Exchange.

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

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

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

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

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

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

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

Section 3.07 Cancellation.

All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the requirements of the Securities Exchange Act of 1934, as amended.

Section 3.08 Temporary Bonds.

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

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

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

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

Section 3.09 Replacement Bonds.

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

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

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

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

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

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

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

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

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

Section 3.10 Book-Entry Only System.

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

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

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

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

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

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

Section 3.12 Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

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

Section 4.02 Optional Redemption.

(a) The Bonds shall be subject to redemption at the option of the County at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

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

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

Section 4.03 Mandatory Redemption.

(a) The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the County, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption.

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

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

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

Section 4.05 Notice of Redemption to Owners.

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

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

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption

date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

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

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

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

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

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

Section 5.02 Qualifications.

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

Section 5.03 Maintaining Paying Agent/Registrar.

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

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

Section 5.04 Termination.

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

Section 5.05 Notice of Change to Owners.

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

Section 5.06 Agreement to Perform Duties and Functions.

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

Section 5.07 Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

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

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

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

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

Section 6.02 CUSIP Registration.

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

Section 6.03 Legal Opinion.

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

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds shall be sold at private sale to the Underwriters in accordance with the terms of this Order, the Pricing Certificate and the Purchase Agreement. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the County upon determining that the conditions set forth below can be satisfied in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of series of Bonds to be issued, the form in which the Bonds shall be issued, the aggregate principal amount of Bonds to be issued, the selection of and aggregate principal amount of Refunded Obligations Candidates to be refunded, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each maturity of the Bonds, the first interest payment date, the terms upon which the Bonds shall be subject to redemption prior to maturity at the option of the County and subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate, provided that the following conditions can be satisfied:

(i) The Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(ii) The aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed \$82,470,000, without regard to premium received in connection with the sale of the Bonds;

(iii) The refunding of the Refunded Obligations will result in a debt service net present value savings of no less than 5.00%;

(iv) The selection of Refunded Obligations from the Refunded Obligation Candidates will not require the refunding of any maturity of any series of Refunded Obligations that would adversely affect the tax-exempt status of the Refunded Obligations or the Bonds; and

(v) The true interest cost of the Bonds shall not exceed 3.50%,

all based on bond market conditions and available interest rates for the Bonds on the date of the sale of the Bonds, all as set forth in the Pricing Certificate.

The Refunded Obligations shall be identified in the Pricing Certificate in accordance with the preceding sentence, except that if less than an entire maturity is to be refunded, the Refunded Obligations to be redeemed within a maturity shall be selected as provided in the orders authorizing their issuance and, if not so provided, by lot.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the County the Purchase Contract providing for the sale of the Bonds to the

Underwriters in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. All appropriate officers, employees, and agents of the County are authorized to carry out and comply with the terms and provisions of such Purchase Agreement. It is hereby found and declared the above price and terms of sale of the Bonds are the most advantageous reasonably obtainable by the County.

(c) The authority granted to the Authorized Officer under this Section 7.01 shall expire on April 20, 2015, unless otherwise extended by the Commissioners Court by separate action.

(d) The Preliminary Official Statement, in the substantially final form submitted to the Commissioners Court at this meeting, is hereby approved and the use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters is hereby authorized and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Underwriters are hereby ratified, approved and confirmed.

(e) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of the Purchase Agreement and to carry out the terms and purposes of this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds.

(f) The appropriate officers of the County are hereby authorized and directed to deliver to Bond Counsel to the County a check payable to the Attorney General of Texas in an amount equal to 1/10 of 1% of the principal amount of the Bonds, not to exceed \$9,500, for payment of the fee required in connection with the approval by the Attorney General of the Bonds and the transcript of proceedings pertaining thereto.

Section 7.02 Control and Delivery of Bonds.

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

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

Section 7.03 Deposit of Proceeds; Transfer of Funds.

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

(b) A portion of the proceeds from the sale of the Bonds, together with other funds of the County, if any, as set forth in the Pricing Certificate, shall be applied to establish the Escrow Fund and shall be applied as provided in the Escrow Agreement to refund the Refunded Obligations and, to the extent not otherwise provided for, to pay all expenses arising in connection with the establishment of the Escrow Fund and the refunding of the Refunded Obligations.

(c) The remaining bond proceeds shall be deposited as directed by the Authorized Officer and shall be used to pay the costs and expenses pertaining to the issuance of the Bonds, concurrently with the initial delivery thereof. To the extent any of such amount is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

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

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

(c) Amounts on deposit in the Escrow Fund shall be invested as provided in the Escrow Agreement.

Section 8.02 Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund. Interest and income derived from investment of the Escrow Fund shall be applied as provided in the Escrow Agreement.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

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

Section 9.02 Other Representations and Covenants.

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

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

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

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

such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

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

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

Section 10.03 No Federal Guaranty.

The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

The County covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Refunded Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations. Moreover, the County will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered that the proceeds of the Refunded Bonds have not been used in a manner that would cause the Refunded Bonds or the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

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

Section 10.06 Arbitrage Rebate.

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

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention. The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Bonds and the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 10.09 Registration. The Bonds will be issued in registered form.

Section 10.10 Deliberate Actions. The County will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and a Counsel’s Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

Section 10.11 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

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

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

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

Section 11.02 Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 11.03 Remedies Not Exclusive.

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

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

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

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

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

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

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

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

Section 13.02 Material Event Notices.

- (i) nonpayment related defaults, if material;
- (ii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) substitution of credit or liquidity providers, or their failure to perform;

- (v) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vi) modifications to rights of Owners, if material;
- (vii) bond calls, if material and tender offers;
- (viii) defeasance;
- (ix) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (x) rating changes;
- (xi) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (xii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiii) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

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

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

Section 13.03 Limitations, Disclaimers and Amendments.

(a) The County shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will

give notice of any bond calls and any defeasances that cause the County to be no longer an “obligated person”.

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

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

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

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

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

an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIV

AMENDMENTS

Section 14.01 Amendment of Order.

The County may, without the consent of or notice to the Owners, from time to time and at any time amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds then outstanding, amend, add to or rescind any of the provisions of this Order; provided, that, without the consent of the Owners of all Bonds then outstanding, no such amendment, addition, or rescission shall:

- (a) affect the rights of the Owners of less than all of the Bonds then outstanding;
- (b) make any change in the maturities of the Bonds;
- (c) reduce the rate of interest borne by any of the Bonds;
- (d) reduce the amount of the principal payable on the Bonds;
- (e) modify the terms of payment of principal of or interest on the Bonds or impose any conditions with respect to such payment; or
- (f) change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment.
- (g) Bonds owned or held by or for the account of or for the benefit of the County shall not be deemed to be outstanding for the purpose of amending this Order.

Section 14.02 Notice and Adoption of Amendment.

If the County desires to amend this Order and such amendment requires the consent of the Owner pursuant to Section 14.01, the County shall cause notice of the proposed amendment to be given in writing to each Owner of Bonds then outstanding. If, within thirty (30) days, or such longer period as shall be prescribed by the County, following the giving of such notice, the Owners of Bonds then outstanding in the aggregate principal amount required by Section 14.01 shall have consented to the amendment as herein provided, no Owner of a Bond shall have any right to object to any of the terms and provisions contained therein, or in any manner to question the propriety of the execution thereof, and all the rights of all Owners of Bonds shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such amendment.

Section 14.03 Consent of Owners Irrevocable.

Any consent given by any Owner of a Bond pursuant to the provisions of this Article shall be irrevocable and binding on all future Owners of the same Bond from the date of such consent.

Section 14.04 Nonsubstantive Changes.

The County Judge, in consultation with the County's Bond Counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Order as may be required by the Attorney General of Texas in his approval of the Bonds herein authorized.

ARTICLE XV

REDEMPTION OF BONDS; APPROVAL OF ESCROW AGREEMENT

Section 15.01 Appointment of Escrow Agent; Approval of Escrow Agreement.

The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed as Escrow Agent for the Refunded Obligations. The Escrow Agreement, in substantially the form presented at this meeting and subject to such insertions and changes as may be required to conform the Escrow Agreement to the terms of the Pricing Certificate and the refunding of the Refunded Obligations. The Authorized Officer is hereby authorized and directed to execute and deliver the Escrow Agreement.

Section 15.02 Purchase of Securities for Escrow Fund.

The Authorized Officer is authorized to make necessary arrangements for the purchase of the Federal Securities referenced in the Escrow Agreement, including, without limitation, the execution of such documents, certificates or instruments as may be necessary in connection therewith including the execution of subscriptions for the purchase of United States Treasury Securities – State and Local Government Series. All actions of the Authorized Officer taken prior to the date of this Order in connection with making arrangements for the purchase of such Federal Securities are hereby ratified and affirmed.

Section 15.03 Redemption of Refunded Obligations.

The Refunded Obligations described in the Pricing Certificate are hereby called for redemption and shall be redeemed prior to their stated maturities on the respective dates and at the redemption prices set forth in the Pricing Certificate. Following the deposit to the Escrow Fund as herein and in the Pricing Certificate specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund.

Section 15.04 Notice of Redemption.

The County Clerk is hereby authorized to cause notice of redemption to be given to the Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, by delivering a copy of this Order and the Pricing Certificate thereto. The Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, is hereby authorized and directed to give notice of

redemption with respect to the Refunded Obligations as required under the orders pursuant to which the Refunded Obligations were issued.

PASSED AND APPROVED this 21st day of October, 2014.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

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

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

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS CANDIDATES

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Certificates of Obligation, Series 2006, CO2006:					
BOND	03/01/2017	4.000%	625,000.00	03/01/2016	100.000
	03/01/2025	4.400%	100,000.00	03/01/2016	100.000
			<u>725,000.00</u>		
Certificates of Obligation, Series 2007, CO2007:					
BOND	03/01/2018	4.000%	730,000.00	03/01/2017	100.000
	03/01/2019	4.125%	760,000.00	03/01/2017	100.000
	03/01/2020	4.200%	790,000.00	03/01/2017	100.000
	03/01/2021	4.250%	825,000.00	03/01/2017	100.000
	03/01/2022	4.300%	855,000.00	03/01/2017	100.000
	03/01/2023	4.350%	890,000.00	03/01/2017	100.000
	03/01/2024	4.400%	930,000.00	03/01/2017	100.000
	03/01/2025	4.400%	965,000.00	03/01/2017	100.000
	03/01/2026	4.400%	1,005,000.00	03/01/2017	100.000
	03/01/2027	4.400%	1,045,000.00	03/01/2017	100.000
			<u>8,795,000.00</u>		
Certificates of Obligation, Series 2007A, CO2007A:					
SERIAL	03/01/2018	5.000%	1,155,000.00	03/01/2017	100.000
	03/01/2019	5.000%	1,210,000.00	03/01/2017	100.000
	03/01/2020	5.000%	1,265,000.00	03/01/2017	100.000
	03/01/2021	5.000%	1,325,000.00	03/01/2017	100.000
	03/01/2022	5.000%	1,390,000.00	03/01/2017	100.000
	03/01/2023	4.375%	1,455,000.00	03/01/2017	100.000
	03/01/2024	4.500%	1,520,000.00	03/01/2017	100.000
	03/01/2025	4.500%	1,595,000.00	03/01/2017	100.000
	03/01/2026	4.500%	1,670,000.00	03/01/2017	100.000
	03/01/2027	4.500%	1,745,000.00	03/01/2017	100.000
	03/01/2028	4.500%	1,830,000.00	03/01/2017	100.000
			<u>16,160,000.00</u>		
Permanent Improvement Bonds, Series 2006, PIB2006:					
BOND	03/01/2017	4.000%	2,215,000.00	03/01/2016	100.000
	03/01/2018	4.250%	2,325,000.00	03/01/2016	100.000
	03/01/2019	4.250%	2,445,000.00	03/01/2016	100.000
	03/01/2020	4.250%	2,570,000.00	03/01/2016	100.000
	03/01/2023	4.500%	2,990,000.00	03/01/2016	100.000
	03/01/2026	4.500%	3,470,000.00	03/01/2016	100.000
			<u>16,015,000.00</u>		
Permanent Improvement Bonds, Series 2007, PIB2007:					
BOND	03/01/2018	4.250%	1,070,000.00	03/01/2017	100.000
	03/01/2019	4.250%	1,115,000.00	03/01/2017	100.000
	03/01/2020	4.375%	1,160,000.00	03/01/2017	100.000
	03/01/2021	4.375%	1,205,000.00	03/01/2017	100.000
	03/01/2022	4.500%	1,255,000.00	03/01/2017	100.000
	03/01/2023	4.500%	1,305,000.00	03/01/2017	100.000
	03/01/2024	4.500%	1,360,000.00	03/01/2017	100.000
	03/01/2025	4.500%	1,415,000.00	03/01/2017	100.000
	03/01/2026	4.500%	1,470,000.00	03/01/2017	100.000
	03/01/2027	4.500%	1,535,000.00	03/01/2017	100.000
			<u>12,890,000.00</u>		
U/L Tax Road Bds Ser 2006, UTRB2006:					
BOND	03/01/2017	4.000%	810,000.00	03/01/2016	100.000
	03/01/2018	4.250%	850,000.00	03/01/2016	100.000

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
U/L Tax Road Bds Ser 2006, UTRB2006:					
BOND	03/01/2019	4.250%	895,000.00	03/01/2016	100.000
	03/01/2020	4.250%	940,000.00	03/01/2016	100.000
	03/01/2025	4.500%	1,210,000.00	03/01/2016	100.000
	03/01/2026	4.500%	1,270,000.00	03/01/2016	100.000
			<u>5,975,000.00</u>		
U/L Tax Road Bds Ser 2007, UTRB2007:					
BOND	03/01/2018	4.000%	1,820,000.00	03/01/2017	100.000
	03/01/2019	4.250%	1,890,000.00	03/01/2017	100.000
	03/01/2020	4.300%	1,970,000.00	03/01/2017	100.000
	03/01/2021	4.375%	2,050,000.00	03/01/2017	100.000
	03/01/2022	4.500%	2,135,000.00	03/01/2017	100.000
	03/01/2023	4.500%	2,220,000.00	03/01/2017	100.000
	03/01/2024	4.500%	2,310,000.00	03/01/2017	100.000
	03/01/2025	4.500%	2,405,000.00	03/01/2017	100.000
	03/01/2026	4.500%	2,505,000.00	03/01/2017	100.000
	03/01/2027	4.500%	2,605,000.00	03/01/2017	100.000
			<u>21,910,000.00</u>		
			82,470,000.00		



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

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

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

County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9106

Sponsoring Court Members: Commissioner Todd, Precinct Two

AGENDA LANGUAGE:

Consider and take appropriate action on request from the Lone Star Rail District for waiver of fees to use the Travis County Exposition Center Banquet Hall on December 2, 2014 for a public open house regarding the Lone Star Regional Rail Project.

BACKGROUND/SUMMARY OF REQUEST:

Commissioner Bruce Todd received a letter from Sid Covington, Chairman of the Lone Star Rail District Board of Directors dated October 8, 2014 asking him to sponsor an item on the Commissioners Court agenda to waive the fees for the use of the Travis County Exposition Center Banquet Hall on December 2, 2014 for an upcoming open house regarding the Lone Star Regional Rail Project. This letter is at Attachment One. Facilities Management Department has reserved the Banquet Hall and prepared the standard license agreement which has been signed by Hahn Public Communications. Hahn Public Communications is the firm that has been working with the Exposition Center staff on the details for the event. The signed license agreement is at Attachment Two. Total standard fees for this one day event would be \$2,285, which includes:

- Facility rental fees (including \$100 for electricity) of \$1,800, and
- Equipment rental fees of \$285, and
- Custodial fees of \$200.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioner Court provide direction on the fees to be charged for this event.

Option A. Full charge of \$2,285

Option B. Direct cost plus equipment cost of \$585

Option C. The direct cost of \$300

ISSUES AND OPPORTUNITIES:

Per their request letter, the Rail District has begun the process of engineering and environmental review for its proposed passenger rail service and freight rail relocation between Austin and San Antonio metropolitan areas. The Rail District is committed to a robust public involvement program as a part of this effort, and this initial round of public meetings will be important in setting the stage for the district's subsequent engagement with the citizens of the Austin-San Antonio corridor.

FISCAL IMPACT AND SOURCE OF FUNDING:

If Option A is chosen, then no loss in Exposition Center revenue,
If Option B is chosen, the Exposition Center would lose \$1,700 of revenue,
If Option C is chosen, the Exposition Center would lose \$1,985 of revenue.

ATTACHMENTS/EXHIBITS:

1. Sid Covington's letter, October 8, 2014
2. Signed License Agreement with Hahn Public Communications, October 8, 2014

REQUIRED AUTHORIZATIONS:

N/A



Lone Star Rail
PO Box 1618
San Marcos, TX 78667

T 512-558-7360
F 512-558-7365
www.LoneStarRail.com

October 8, 2014

The Hon. Bruce Todd
Commissioner, Precinct 2
Travis County
700 Lavaca Street
Austin, Texas 78701

Dear Commissioner Todd:

I'm writing to request that, on behalf of the Lone Star Rail District and as Travis County's representative to the LSRD board, you sponsor an item on an upcoming Commissioners Court agenda to waive the fees for use of the Travis County Exposition Center Banquet Hall on December 2, 2014 for an upcoming public open house regarding the Lone Star Regional Rail Project.

As you know, the Rail District has begun the process of engineering and environmental review for its proposed passenger rail service and freight rail relocation between the Austin and San Antonio metropolitan areas. The Rail District is committed to a robust public involvement program as part of this effort, and this initial round of public meetings will be important in setting the stage for the district's subsequent engagement with the citizens of the Austin-San Antonio corridor.

As such, our project team believes that the Exposition Center, as a well-known venue in eastern Travis County, is an ideal venue for this first phase of outreach. We greatly appreciate your assistance in helping us utilize the facility as part of our efforts to reach Travis County residents.

As always, thanks for all you do on behalf of the Rail District and the people of Central Texas.

Best regards,

A handwritten signature in black ink, appearing to read "Sid Covington".

Sid Covington, Chairman
Lone Star Rail District Board of Directors

**TRAVIS COUNTY EXPOSITION CENTER
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this **2nd** day of **October, 2014** between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and **Hahn Public Communications** whose address is **4200 Marathon Blvd., Austin Texas 78756** and contact number **512-344-2021** ("LICENSEE"), includes the following terms:

1. Representatives of Parties. LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates **Caroline Lomax**, who is LICENSEE's **Owner**, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. Licensed Space. Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1 and no other Gates.

3. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. Purpose. The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

**Hahn Public Communications
Banquet Hall**

5. License Date and Time. LICENSEE shall have access to the use of the Licensed Space

FACILITY	DATE	TIME (From)	TIME (To)
Banquet Hall	December 2, 2014	4:00 (p.m.)	10:00 (p.m.)

LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. Fee Terms.

6.1 Original Contract Sum and Original Contract Sum Deposit. LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the

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

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

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

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

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR’s discretion, be removed from the Center premises.

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

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

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

13. Concessions.

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

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

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

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

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

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

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

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

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

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

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

23. **Relationship of Parties.** It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

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

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

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

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

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

LICENSEE:

Name: **Hahn Public Communications**

By: **Caroline Lomax**

Title: ~~owner~~ *Senior Account Manager*

Signature: *Caroline Lomax*

Date: *Oct. 8, 2014*

LICENSOR: TRAVIS COUNTY

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

Title: **Director, Facilities Management Department**

Signature: _____

Date: _____

Exhibit "A"

Travis County Exposition Center - Event Costing Schedule					
Customer:	Caroline Lomax			Date of Event:	
Event:	Hahn Public Communications			Dec 2, 2014	
Item	Details	Unit	Qty	Rate	Amount
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -
	Luedecke Arena - Dressing Room	Day		\$ 100.00	\$ -
	Skyline Club - Rental Period is Eight Hours	Day		\$ 1,200.00	\$ -
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -
	Banquet Hall - Rental Period is Eight Hours	Day	1	\$ 1,800.00	\$ 1,800.00
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -
	Outside Show Barn Equestrian Horse Arena	Day		\$ 200.00	\$ -
	All Grounds - Non-Concert Event	Day		\$ 1,000.00	\$ -
	Portion of the Grounds- Non-Concert Event	Day		\$ 500.00	\$ -
	All or portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Other	Day		\$ -	\$ -
	Total Facility Rental Fees				\$ 1,800.00
Equipment Rental Fees	Tables-Round	Each/Event	10	\$ 6.00	\$ 60.00
	Chairs	Each/Event	150	\$ 1.50	\$ 225.00
	Picnic Table	Each/Event		\$ 10.00	\$ -
	Portable Bleachers	Each		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	50 stalls free if total stalls > 100	Each		\$ 15.00	\$ -
	Other	Each		\$ -	\$ -
	Total Equipment Rental Fees				\$ 285.00
Custodial Fees	Luedecke Arena	Day		\$ 600.00	\$ -
	Skyline Club	Day		\$ 200.00	\$ -
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -
	Banquet Hall	Day	1	\$ 200.00	\$ 200.00
	Grounds	Day		\$ 260.00	\$ -
	Show Barn - One-Day Horse Show Event	Day		\$ 200.00	\$ -
	Show Barn - Two-Day Horse Show Event	2-Day		\$ 250.00	\$ -
	Show Barn - Three-Day Horse Show Event	3-Day		\$ 300.00	\$ -
	Show Barn - All Events Except Horse Shows	Day		\$ 200.00	\$ -
	Custodial Services During Event per Custodian	Hour		\$ 25.00	\$ -
	Stall cleaning	Each		\$ 5.00	\$ -
	Total Custodial Fees				\$ 200.00
Other Fees	HVAC - Luedecke Arena Minimum 8 Hours	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other	Each		\$ -	\$ -
	Total Other Fees				\$ -
ORIGINAL CONTRACT SUM					\$ 2,285.00
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 457.00
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 1,828.00
DAMAGES DEPOSIT	Refundable = Percent of Facility Rental Fees	3		20%	\$ 360.00
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4			
1 = Due at the Time the License Agreement is Signed by Licensee					
2 = Due 30 Days Prior to Commencement of Event					
3 = Due One Day Prior to Commencement of Event					
4 = Due upon Event Conclusion					

Exhibit "B"**RATE SCHEDULE**

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

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

Exhibit "C"

INSURANCE COVERAGE REQUIREMENTS

11.1 LICENSEE LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

11.2 LICENSES REQUIRING INSURANCE

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

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

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

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

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

Exhibit "D"
Special Terms and Conditions

1. CONCESSIONS; FOOD & BEVERAGE CATERING:

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

G & M Catering
Phone: 512-929-8305
Fax: 512-929-8307
Website: www.gmcatering.com
Email:
natasha@gmcatering.com OR
misty@gmcatering.com

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

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

2. SECURITY

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

TCSO Off Duty Facilitator
Josie Matthias
Phone: 512-854-7271
Offduty@co.travis.tx.us

3. CONDITIONS and SPECIAL PROVISIONS

ALL tables and chairs must be rented from the Expo Center for the rate shown in Exhibit B. If the event is required to have quantity of chairs that the Expo does not have, then the Licensee will rent all the Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portions that are rented from the Expo Center.

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

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

SECURITY For any private event held at the Exposition Center: The Travis County Exposition Center requires that all officers stay until the Licensee and their guests are out of the facility. If the Licensee and their guests stay past their scheduled time, the officers are to stay until all have vacated at the expense of the Licensee and paid to each individual officer at the time of service at the original rate officers were hired in cash (no checks accepted).



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

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

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

County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9106

Sponsoring Court Members: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve the second amendment to the lease agreement between Harry Whittington (D/B/A Travis Properties) and Travis County for space located at 205-209 West 9th Street in Austin, Texas.

BACKGROUND/SUMMARY OF REQUEST:

On October 21, 2008, the Commissioners Court approved a lease agreement between Harry Whittington (D/B/A Travis Properties) and Travis County for space located at 205-209 West 9th Street in Austin, Texas. The Office of Child Representation and Office of Parent Representation are currently occupying 6,992 net rentable square feet at this location. In November 2014, the Office of Parent Representation will relocate from the leased space to County owned space at 1010 Lavaca. The Office of Child Representation (OCR) which occupies 3,465 net rentable square feet is anticipated to remain at the leased property through the end of July 2015, at which time this office will also relocate to 1010 Lavaca. This second amendment to the lease will reduce the total rentable square footage of the lease starting on November 16, 2014 through July 31, 2015. Facilities Management Department (FMD) contacted the landlord and confirmed that they were willing to extend the lease for this reduced square footage at the same rate as per the last three years of the current lease, which was \$19.22 per rentable square foot.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends approval of the second amendment to the lease agreement with Harry Whittington for office space at 205-209 West 9th Street.

ISSUES AND OPPORTUNITIES:

FMD coordinated with Chris Gilmore, County Attorney's Office on the second amendment to the lease which is at Attachment One. There are no financial or legal issues that would impact approval of this lease amendment.

Funding for the lease is available in the approved central line item budget for leases.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$47,173.13 for the remaining FY 15 rent is funded in the lease budget.

ATTACHMENTS/EXHIBITS:

Second Amendment to Lease Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN HARRY WHITTINGTON (D/B/A TRAVIS PROPERTIES) AND TRAVIS
COUNTY FOR OFFICE SPACE AT 205-209 WEST 9TH STREET**

This Amendment (this "Second Amendment") made effective the _____ of _____, 2014, between HARRY WHITTINGTON (D/B/A Travis Properties) ("Landlord"), and TRAVIS COUNTY, a political subdivision of the State of Texas ("Tenant").

Preliminary Statement

- A. Landlord and Tenant entered into that certain lease agreement dated January 1, 2009, ("Original Lease") and amended by first amendment dated December 10, 2013, ("First Amendment") pursuant to which Tenant leased approximately 6,992 square feet of Rentable Area as defined by the Lease ("Premises") in that office space ("Office Space") located at 205-209 West 9th Street, Austin, Texas; and
- B. The Original Lease, the First Amendment and Second Amendment collectively referred to herein as the "Lease."
- C. Landlord and Tenant desire to enter into this Second Amendment to amend the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the Premises and the mutual undertakings of the parties, it is agreed as follows:

- 1. **Renewal Term:** Landlord and Tenant hereby extend the Lease for six (6) months. Such extended term will commence January 1, 2015, and expire on July 31, 2015.
- 2. **Fixed Minimum Rent:** As part of the consideration for the execution of this Second Amendment, beginning on November 16, 2014, and continuing for the duration of the Term, Tenant covenants, agrees and promises to pay Fixed Minimum Rent for the Premises as follows:

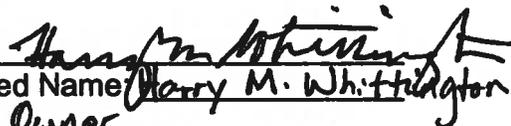
Year	County Department	Term	Square Feet x PSF Rental Rate	Monthly Rental Rate	8.5 Months Rental Payment
2014 And 2015	Child Public Defender (Office of Child Representation)	11/16/2014 – 7/31/2015	3,465 ft ² x \$19.22	\$5,549.78	\$47,173.13

3. **Option to Renew:** Neither Landlord nor Tenant may unilaterally extend the term of the Lease after July 31, 2015.
4. **Successors and Assigns:** This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Capitalized Terms:** All capitalized terms not defined herein shall have the same meanings given to such terms in the Lease.
6. **Lease Terms:** Except as expressly amended hereby, the Lease and all of the terms, covenants and conditions of the Lease are hereby confirmed and shall remain and continue in full force and effect.
7. **No Oral Modifications:** This Second Amendment may not be modified or terminated orally and along with the Original Lease constitute the entire agreement between the parties with respect to the subject matter hereof. It is acknowledged that no officer, agent, employee, or representative of Landlord has any authority to change this First Amendment unless expressly granted that authority by the Commissioners Court of Travis County.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

LANDLORD:

HARRY M. WHITTINGTON
D/B/A Travis Properties

By: 
Printed Name: Harry M. Whittington
Title: Owner

TENANT:

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By/Phone Number: Patrick Strittmatter, CPPB (854-1183),
Marvin Brice, CPPB (854-9765)

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE MODIFICATION NO. 7 TO CONTRACT NO. 4400000019, HANRAHAN PRITCHARD ENGINEERING, INC., FOR ENGINEERING SERVICES FOR SLAUGHTER LANE IMPROVEMENT PROJECT.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.
- Contract Modification No. 7 increases the contract amount by \$7,037.60, and is for additional services related to updating the Environmental Site Assessment (ESA) report. The ESA report needs to be updated to comply with the City of Austin's environmental regulations as this project extends through its corporate limits. Commissioners Court approval is needed due to the sum of the first six (6) contract modifications being more than 25% of the original contract amount.

Contract Expenditures: Within the last 12 months \$9,675.00 has been spent against this contract.

➤ **Contract-Related Information:**

Original Award Amount: \$589,842.00

Contract Type: Professional Services

Contract Period: Through completion, September 18, 2015.

➤ **Contract Modification Information:**

Modification No. 7 Amount: \$7,037.60, total modifications of \$277,911.80.

Modification Type: Bilateral

Modification Period: No additional days

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

➤ **Funding Information:**

Funds Reservation: 3000000861

Cost Center: Account 1490190000, Fund 4058, GL Account 522040

Comments:

MODIFICATION OF CONTRACT NUMBER:		4400000019 (07AE0311DG), ENGINEERING SERVICES FOR SLAUGHTER LANE IMPROVEMENTS
ISSUED BY: Travis County Purchasing Office 700 Lavaca Street, Suite 800 Austin, Texas	PURCHASING AGENT ASST: Patrick D. Strittmatter, CPPB TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 8, 2014
ISSUED TO: Hanrahan Pritchard Engineering 8333 Cross Park Drive Austin, Texas 78754	MODIFICATION NO.: Seven (7)	EXECUTED DATE OF ORIGINAL CONTRACT: September 18, 2007
ORIGINAL CONTRACT TERM DATES: September 18, 2007–Through Project Completion		CURRENT CONTRACT TERM DATES: September 18, 2007–September 18, 2015
FOR TRAVIS COUNTY INTERNAL USE ONLY:		
Original Contract Amount: \$589,920.00		Current Modified Amount \$867,831.80

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set below:

- A. **Exhibit 1, Section 1, Paragraph 1.1**, the fixed fee for the performance of **Basic Services** is changed from **\$838,617.70** (Modification No. 6) to **\$845,015.52** (with Modification No. 7), an increase of **\$6,397.82**.
- B. **Exhibit 1, Section 1, Paragraph 1.1.1. (i), Phase 4: 100% Design Complete** is changed from **\$98,200.00** (Modification No. 6) to **\$104,597.82** (with Modification No. 7), an increase of **\$6,397.82**.
- **Phase 4: 100% Design Complete** is modified to update the Environmental Site Assessment (ESA) report, originally prepared by the engineering firm for the Slaughter Lane East Extension Project in 2008, to include a portion of this roadway that extends through the City of Austin's corporate limits. As a result, the ESA report requires to be updated in order to comply with the requirements of the City of Austin's environmental regulations. Please see **Exhibit A** (Page 2) of this document.
- C. All other project Phases remain unchanged.
- D. **Exhibit 1, Section 4, Paragraph 4.1, Reimbursable Expenses** is changed from **\$22,176.50** (Modification No. 6) to **\$22,816.28** (with Modification No. 7), an increase of **\$639.78**.
- E. **Exhibit 1, Section 5, Paragraph 5.1, Total Agreement Sum**, is changed from **\$860,794.20** (Modification No. 6), to **\$867,831.80**, (with Modification No. 7, \$6,397.82 + \$639.78), a total increase of **\$7,037.60**.

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.

Note to Vendor/City:

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

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

LEGAL BUSINESS NAME: Hanrahan Pritchard Engineering, Inc.	<input type="checkbox"/> DBA
BY: <u>Hence Distel</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: Hence Distel PRINT NAME	<input type="checkbox"/> OTHER
TITLE: Project Manager ITS DULY AUTHORIZED AGENT	DATE: 10-8-14
TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE: <u>10/10/14</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Exhibit A
Scope of Basic Services

Environmental Report Amendment 1

Task 1- Field Studies and Surveys

Description	Personnel	Rate	Hours	Fee
Habitat/Vegetation Assessment	Field Biologist	\$100.86/Hr	4	\$403.44
CEF Survey	Field Biologist	\$100.86/Hr	4	\$403.44
Hydrologic Setting Review	Field Geologist	\$100.86/Hr	4	\$403.44
Data Reduction/Analysis	Field Scientist	\$100.86/Hr	5	\$504.30
Photograph Log	Field Scientist	\$100.86/Hr	2	\$201.72
Task Management	Project Manager	\$105.84/Hr	1	<u>\$105.84</u>
Subtotal:				\$2,022.18

Task 2- Travis County Environmental Assessment Report

Description	Personnel	Rate	Hours	Fee
Prepare COT EA	Project Scientist	\$105.84/Hr	32	\$3,386.88
Prepare Figures	GIS Operator	\$87.97/Hr	4	\$351.88
Qual. Control/Task Management	Project Scientist	\$105.84/Hr	3	\$317.52
Qual. Control/Task Management	Senior Manager	\$159.68/Hr	2	<u>\$319.36</u>
Subtotal:				\$4,375.64

Task 1 + Task 2= \$6,397.82

Project Management Fee \$6,397.82 x 10%= \$639.78

Total Fees: \$7,037.60

****Work to be provided by Hanrahan Pritchard Engineering's
subconsultant at the hourly rates and costs above.***

ADDITIONAL SERVICES

Additional Services requested by CLIENT for the project will provided on an actual Time and Material Basis.

EXCLUSIONS

Concrete Paving and Structural Wall Design
Cultural, Historical or Archeological Studies
Dry Utility Design
Endangered Species Survey and Negotiations
Expert witness testimony
FEMA Floodplain Modifications (e.g., CLOMR/LOMR)
Geologic Assessments
Geotechnical Studies and Reports
Pavement Design
Landscape/Irrigation Design
Off-Site Utility Extensions
Phase I Environmental Studies
Submittal fees to review agencies
Traffic Impact Analysis
Any items associated with the bridge construction or processing
Any items not listed in Exhibit A



*Patrick
10-7-14
SAB*

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

700 Lavaca Street - 5th Floor
P.O. Box 1748
Austin, Texas 78767
Phone (512) 854-9383
Fax (512) 854-4626

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2014 OCT -6 PM 3:41

October 3, 2014

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
FROM: Morgan Cotten, P.E., Public Works Director
THROUGH: *Steven M. Manilla*, P.E., County Executive
SUBJECT: Modification #7 to the Slaughter Lane East Extension Roadway Project, Professional Services Agreement, Contract SAP-4100000019 (07AE0311DG), Design Services-PO 4100026806-Hanrahan Pritchard Engineering

This modification is for updating the Environmental Site Assessment (ESA) report originally prepared by the engineering firm of Hanrahan Pritchard Engineering for the Slaughter Lane East Extension project in 2008. A portion of this roadway project extends through the City of Austin's corporate limits, and as a result, the ESA needs to be updated to comply with the requirements of the City's environmental regulations. HPE has requested an additional \$7,037.60 to update the ESA report.

Financial information for the additional funds is as follows:

Funds Reservation Number 300000861	
Fund	4058
Fund Center	1490190000
G/L Account	522040
IO/WBS	RDCN.149.000004
Amount	\$7,037.60

TNR recommends approval of the contract modification.

If you have any questions or require additional information, please contact Mo Mortazavi at (512) 854-7589.

cc: Cyd Grimes, Purchasing Agent
Patrick Strittmatter, Purchasing
Steve Sun, Isabelle Lopez, Tawana Gardner, Mo Mortazavi



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 263.152(A)(1), 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 a number of capital assets included in the items to be auctioned. The bulk of the capital items listed are obsolete scanners. Other capital items are forensics equipment and some metal shelving. All of the capital assets are fully depreciated.

A large portion of the objects listed are items received through the justice system's evidence procedures. The Purchasing Agent receives the items as abandoned or unclaimed property and disposes of the items via public auction, in accordance with Article [18.17](#) of the Code of Criminal Procedure.

The balance of the auction items listed is considered low value assets or includes items that are not part of the inventory.

Auction list attached.

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
1	N/A	N/A	MISC COPPER CABLES	N/A
2	N/A	N/A	CAR SPEAKERS	N/A
3	N/A	N/A	MISC SPEAKERS	N/A
4	N/A	N/A	AUTOMOTIVE RUNNING BOARDS	N/A
5	N/A	N/A	CAR SPEAKERS AND 3 CAR STEREO	N/A
6	N/A	N/A	DESKTOP SCANNER	N/A
7	N/A	N/A	3 CAR STEREO AND 1 AMPLIFIER	N/A
8	N/A	N/A	SUBWOOFER AND FOOD SAVER	N/A
9	N/A	N/A	MISC COPPER	N/A
10	N/A	N/A	4 CAR STEREO	N/A
11	N/A	N/A	SHARP TV	N/A
12	N/A	N/A	LOT MISC ELECTRONICS	N/A
13	N/A	N/A	LOT CD'S AND 2 CAR SPEAKERS	N/A
14	N/A	N/A	LOT MISC CAMPING GEAR	N/A
15	N/A	N/A	2 WOODEN CROSS DISPLAYS	N/A
16	1021077	138086	SAMSUNG LNT5265F 52 in 1080P LCD HDTV	BH46HCEP30017K
17	1023189	138089	SAMSUNG LN52A550 52 in 1080P HDTV	ALXS3CPQ704339P
18	N/A	N/A	LOT MISC AIR TOOLS	N/A
19	N/A	N/A	CYLINDER BALANCE ANALYZER	N/A
20	1017581	130746	SAMSUNG 46 in LCD MONITOR	BH46HCEP300088Y
21	1023194	137284	SAMSUNG LN52A550 52 in 1080P HDTV	ALXS3CPQ704108B
22	N/A	N/A	GE REFRIGERATOR	N/A
23	1027753	139534	HONDA LAWN MOWER	MZCG8015053
24	N/A	N/A	RED BICYCLE	N/A
25	N/A	N/A	MURRAY BICYCLE	N/A
26	N/A	N/A	MONGOOSE BICYCLE	N/A
27	N/A	N/A	ROCK HOPPER BICYCLE	N/A
28	N/A	N/A	SONIC QUEST BICYCLE	N/A
29	N/A	N/A	GREEN BICYCLE	N/A
30	1019425	137108	WELDER/GENERATOR HOBART 4500	LH360013Y
31	1006845	101841	GENERATOR MODEL 01312-0	6372914
32	1006565	101736	GENERATOR 5000WATT PORTABLE GAS	8429000
33	N/A	N/A	AIR COMPRESSOR	N/A
34	N/A	N/A	ECHO EDGER	N/A
35	1029539	146623	ECHO GAS STRING TRIMMER SRM-230SP	S73112235949
36	1029538	146622	ECHO GAS STRING TRIMMER SRM-230SP	S73112236176
37	1005770	97311	POWER PRUNER ECHO 2400 23.6CC	504746
38	1026784	145428	ECHO WATER PUMP	W15103003102
39	N/A	N/A	GENERATOR	N/A
40	N/A	N/A	2 METAL CARTS	N/A
41	1007046	103342	TRIMMER MOWER (NEW)	520641604303
42	N/A	N/A	METAL TABLE	N/A
43	1017143	130845	VACUUM 16 GALLON WET OR DRY DAYTON	
44	1015655	130300	SCANNER FUJITSU FI 5120C - DOCUMENT	52695
44	1011727	123373	SCANNER FUJITSU FI-4530C	728
44	1012290	124800	AUDIO/VIDEO SYSTEM MOBILE VISION	110194
45	1011714	123167	PREMIER RAPIDFOLD AUTOMATIC LETTER FOLDER P7200	66553
45	1013717	127871	RCA TRUFLAT TV/DVD/VCR COMBO 27 in	F264M60M1
45	1026679	139056	POLYCOM CONFERENCE PHONE BLACK ITEM#309510	H8094302937B
46	N/A	N/A	LOT MISC PRINTER ACCESSORIES	N/A
47	1013349	106105	MOBILE VISION IN CAR VIDEO SYSTEM	104361
47	1013350	106108	MOBILE VISION IN CAR VIDEO SYSTEM	103552
47	1020907	130619	MOBILE-VISION IN-CAR VIDEO SYSTEM	119927
47	1009981	106008	MOBILE-VISION IN-CAR VIDEO BASIC SYSTEM-7	0104003V
47	1010071	119586	VIDEO SYSTEM MOBILE POLICE	104362
47	1006889	102785	DOCKING STATION #DSPDDSCF27IPS TO INCLUDE	P27-009464
47	1017361	106064	MPH PYTHON KA FS DUAL ANTENNA RADAR UNIT	PYT304000385
48	N/A	N/A	ROADMASTER BICYCLE	N/A

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
49	N/A	N/A	NEXT BICYCLE	N/A
50	N/A	N/A	MAGNA BICYCLE	N/A
51	N/A	N/A	MAGNA BICYCLE	N/A
52	N/A	N/A	ROADMASTER BICYCLE	N/A
53	N/A	N/A	MAGNA BICYCLE	N/A
54	N/A	N/A	MONGOOSE BICYCLE	N/A
55	N/A	N/A	OZONE BICYCLE	N/A
56	N/A	N/A	ORANGE BICYCLE	N/A
57	N/A	N/A	GREEN BICYCLE	N/A
58	N/A	N/A	MONGOOSE BICYCLE	N/A
59	N/A	N/A	ROADMASTER BICYCLE	N/A
60	N/A	N/A	BLACK BICYCLE	N/A
61	N/A	N/A	HUFFY BICYCLE	N/A
62	N/A	N/A	BLACK BICYCLE	N/A
63	N/A	N/A	WHEEL CHAIR	N/A
64	1012024	123422	PANASONIC 20 in TV/DVD/VCR COMBO #504-624	G4AA42610
64A	1005017	79491	TV-13 in COLOR	55113190944
64A	1007763	105141	TYPEWRITER ELEC STANDARD BROTHER ML100	U53080G2E337847
64A	1005026	81238	VCR ZENITH	5700960
64A	1012587	127422	EVERPLEX 4CDX SCREEN SPLITTER	EP4CDX4
64A	1011708	122367	GBIC SMI PORTS CISCO C3550	CAT0825Y105
64A	1011703	122368	GBIC SMI PORTS CISCO C3550	CAT0825Y10N
64A	1011710	122364	GBIC SMI PORTS CISCO C3550	CAT0825Y10J
64A	1048782	120743	CISCO SWITCH	CAT0731Z04N
64A	1009376	120786	WS-C3550-24-EMI	CAT0730Z1CU
64A	1012197	122443	HUB SWITCH WS-C3550-48-SMI	CAT0836N03L
64A	1012196	122442	HUB SWITCH WS-C3550-48-SMI	CAT0836N04G
64A	1011711	122370	GBIC SMI PORTS CISCO C3550	CAT0825Y10K
64A	1007953	98015	CISCO 2950 SWITCH	FHK0637Z1GD
64A	1009224	121136	CISCO WS-C2950-24 CATALYST SWITCH	FHK0728W0SF
64A	1012143	122456	CISCO PIX 515-UR-CHASSIS FIREWALL	88808420334
64A	1012144	122457	CISCO PIX 515-UR-CHASSIS FIREWALL	88808420281
64A	1012139	122430	WS-C2950-24-SMI SWITCH CISCO	FOC0836Y1JG
65	N/A	N/A	WIRE / METAL CART	N/A
66	N/A	N/A	WOODEN CABINET	N/A
67	1022185	138729	MURATEC F-520 W/ 1 YR WARRANTY	DA738390035030
68	1022626	137604	HP SCANJET 8270 DOCUMENT FLATBED SCANNER	CN85GA0006
68	1009495	119924	HP OFFICEJET 6110 FLATBED SCANNER	MY379G72M6
69	N/A	N/A	2 SMALL METAL SHELVES	N/A
70	1009436	117078	LAMINATOR H700 PRO	PGG0453
70	1012172	108916	PANASONIC 20 in TV/DCV/VCR COMBO #504-624	14AA22655
70	1006188	99045	COMBINATION VCR/20 in QUASER #VV2008	H9AA23365
71	1005475	90819	STEAM CLEANER ROBBY US3000	44257
71	1022790	128731	POWER DRAIN CLEANER	DRPHX0286
72	N/A	N/A	3 TOILETS & PAPERTOWEL DISPENCERS	N/A
73	N/A	N/A	LOT MISC BLINDS	N/A
74	N/A	120113	VIDEO SYSTEM MOBILE POLICE MV7	103548
75	1009899	120329	GPSMAP 176 COLOR CHART PLOTTER	53434615
75	1009896	120331	GPSMAP 176 COLOR CHART PLOTTER	53428064
75	1009900	120330	GPSMAP 176 COLOR CHART PLOTTER	53434618
75	1012532	125100	SONY DSC-V3 CYBER-SHOT CAMERA ITEM #DSCV3.	6513192
76	1006921	104041	CAMERA DIGITAL SONY MAVICA MVC-FD 95	54800
76	1012764	125214	CANON EOS 20D W/17/85 KIT.	1020621425
76	1016392	157582	CAMERA CANON POWERSHOT A460 DIGITAL	4126011201
76	1015339	152326	CAMERA CANON A430 DIGITAL	2626013298
77	1007657	109092	HP PRINTER PHOTOSMART 100 PHOTO.	TH2401110K
77	1012765	125215	CANON EOS 20D W/17/85 KIT.	1020621426

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
77	1016410	157602	CAMERA CANON POWERSHOT A460 DIGITAL	4126008076
78	1012394	124543	SEALIFE REEFMASTER DC-300 3.3MP CAMERA ONLY	F040900383
79	1014912	123920	IOMEGA USB DVD WRITER PART#S3644017	EHC210VNT
79	1009134	101255	MODEM MULTI-TECH	8391141
79	1021206	157819	TESTING DEVICE/HANDHELD BREATH/ALCO-SENSOR FST	29634
80	N/A	N/A	LOT MISC HAND TOOLS	N/A
81	N/A	N/A	2 ELECTRIC CIRCULAR SAWS	N/A
82	N/A	N/A	LOT MISC HAND TOOLS	N/A
83	N/A	N/A	BENCH GRINDER	N/A
84	N/A	N/A	CENCO VACUMM PUMP	N/A
85	N/A	N/A	PITTSBURGH SOCKET SET	N/A
86	N/A	N/A	AIR HAMMER KIT	N/A
87	N/A	N/A	LOT MISC DVD MOVIES	N/A
88	N/A	N/A	LOT MISC ELECTRONICS	N/A
89	N/A	N/A	LOT OF MISC GLASSES	N/A
90	N/A	N/A	SOLDERING KIT	N/A
91	N/A	N/A	REFRIGERANT LEAK GUN	N/A
92	N/A	N/A	3 SINK FAUCETS	N/A
93	N/A	N/A	ROADMASTER BICYCLE	N/A
94	N/A	N/A	BLUE BICYCLE	N/A
95	N/A	N/A	HUFFY BICYCLE	N/A
96	N/A	N/A	MGX UPTOWN BICYCLE	N/A
97	N/A	N/A	MONGOOSE BICYCLE	N/A
98	N/A	N/A	AVIGO BICYCLE	N/A
99	N/A	N/A	ROADMASTER BICYCLE	N/A
100	N/A	N/A	LOT POLAROID SHEET FILM	N/A
101	N/A	N/A	LOT MISC COPPER	N/A
102	1026482	140378	FLIP ULTRAHD CAMCORDER 120 MINUTES BLACK	MB0921102543
102	1026483	140379	FLIP ULTRAHD CAMCORDER 120 MINUTES BLACK	MB0921102951
102	1026484	140380	FLIP ULTRAHD CAMCORDER 120 MINUTES BLACK	MB0921102548
103	N/A	N/A	BLACK & DECKER JIGSAW	N/A
104	N/A	N/A	DELL LAPTOP	N/A
105	N/A	N/A	REVO DVR & MONITOR	N/A
106	N/A	N/A	HP ALL IN ONE PRINTER	N/A
107	N/A	N/A	FIREKING SAFE BOX	N/A
108	1010564	111812	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	526CEC1576
108	1010575	111823	RADIO MOBILE BASIC DIGITA2500 II 160M 15W	526CEC1578
108	1015889	130327	RADIO 2WAY MOBILE XTL5000800MHZ MOTOROLA	500CGT2503
108	1009365	111211	RADIO MOTORCYCLE SPECTRA W4 DIG 128M 15W MOTOR	526CEE0013
109	N/A	N/A	SET OF RIMS & TIRES (FORD)	N/A
110	1018505	130765	FACSIMILE PANASONIC LASER FAX UF-6000	FGP47500013
110	1025846	146076	PRINTER BROTHER INTELIFAX 2820	U6132SE9N9038825
111	1006082	98571	WILSON JONES HEAVY DUTY W1252 PAPER SHREDDER	A413235
112	N/A	N/A	GLASS DESK	N/A
113	1011131	124603	FAX MACHINE PANASONIC UF-780 PLAIN PAPER LASER	LCP36700093
113	1003823	83992	RCA MODEL FKR423W VCR	405472863
114	1025194	141075	SCANNER XEROX DOCUMATE 152 DOCUMENT	916CN1094M5C1300343
114	1016417	123926	EPSON PERFECTION 4490 SCANNER	GR9W112044
115	1005146	81011	TV ZENITH 13 in	65112230155
115	1005364	91126	VCR-VHS GE	717352448
115	1005055	80225	TV PHILIPS 27 in	57690203
115	1009893	109246	SAMSUNG DVD-V3500 DVD/VCR	61CW711977L
115	1004168	62855	TV SHARP MDL: 20MV97	511543
115	1005030	81308	TV JVC 13 in	7673950
115	1013654	11917	RIO PRINTERS BY MAGICARD W/2YR HOT SWAP WARRANT	424316
115	1013655	11918	RIO PRINTERS BY MAGICARD W/2YR HOT SWAP WARRANT	424319
116	N/A	N/A	WATER HEATER	N/A

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
117	N/A	N/A	LOT MISC PRINTER ACCESSORIES	N/A
118	N/A	N/A	LOT MISC TABLES	N/A
119	1011994	122384	WIRELESS HUB CISCO	FTX0836R15N
119	1012023	122413	WIRELESS HUB CISCO	FTX0836R154
119	1007245	104404	25 IN RCA COLOR TELEVISIION	BS96B308T
120	1010011	121276	POLAROID SPECTRA 12001 INSTANT CAMERA	
120	1022619	138230	HP SCANJET 8270 DOCUMENT FLATBED SCANNER	CN84TA0026
120	1018965	124756	SCANNER SCANJET 8270 HP	CN758A0534
121	N/A	N/A	LOT PRINTER FUSERS	N/A
122	1010225	121530	BATERY DISCHARGE MACHINE 36/48 VOLT CLUB	430301211
122	1025054	140531	SCANNER FUJITSU FI-5530C2	5815
122	1005185	87302	TV SHARP 25 in	620440
123	1014221	127768	TYPEWRITER PRO EM-530 BROEM530	M48338023
123	1005588	87080	PORTABLE MEETING AMPLIFIER	97J50B1376
123	1004739	84126	TISSUE FLOATATION BATH	9404X020011
123	1014288	126451	PORTABLE TARGET ACTUATOR (POP UP-TURNER)	N/A
123	1014289	126452	PORTABLE TARGET ACTUATOR (POP UP-TURNER)	N/A
123	1025822	139910	BROTHER 575 FAX	N/A
123	1005212	88560	TELEVISION/VCR COMBO 20"COLOR	55289763
124	N/A	N/A	LOT MISC PRINTER ACCESSORIES	N/A
125	1022620	138232	HP SCANJET 8270 DOCUMENT FLATBED SCANNER	CN84TA0070
125	1005231	88864	X-RAY GENERATOR GENDIX-DEL	MW85501096
125	1005233	88865	X-RAY CONTROLMAX OUTPUT	MA26871196
125	1030805	125643	AUTOPSY SAW SHANDON	4637
125	1015996	125551	AUTOPSY SAW THERMO ELECTRON	4251
125	1000843	106597	LIQUID CHROMATOGRAPH MASSSPECTROMETER SYSTEM	JP05032681
126	N/A	N/A	2 SCREEN PROJECTORS	N/A
127	N/A	N/A	GE REFRIGERATOR	N/A
128	1011085	124602	FAX MACHINE PANASONIC UF-780 PLAIN PAPER LASER	LCP36700096
128	1039933	166000	ITEM 238288 BROTHER INTELLIFAX LASER FAX	U61325B2N26348
129	1015654	130302	SCANNER FUJITSU FI 5530C - DOCUMENT	2508
129	1005584	95197	TV PANASONIC COLOR 13 in	LB80481223
130	1022754	125613	MURATEC F565 FAX/SCANNER	10756
130	1012754	126913	FAX MACHINE BROTHER 4750 INTELLIFAX	U60283MJ173706
131	1039330	130240	HEADSPACE AUTO SAMPLER	340260631
131	1001633	130239	GAS CHROMATOGRAPH	340260630
131	1013784	127285	TV TOSHIBA 13 in	BC101095907A
132	N/A	N/A	LOT OF EXPIRED TONERS	N/A
133	N/A	N/A	LOT ITRONIX DESK MOUNTS	N/A
134	N/A	N/A	LOT ITRONIX TABLETS	N/A
135	N/A	N/A	LOT MISC COMPUTER & PRINTER ACCESSORIES	N/A
136	N/A	N/A	LOT MISC COMPUTER & PRINTER ACCESSORIES	N/A
137	1025217	139010	SCANNER XEROX DOCUMATE 262I	911TW1093B8C0A00194
137	1018145	130761	TRIPP LITE 8-PORT RACKMOUNT KVM SWITCH	9546ACPCB598800499
138	N/A	N/A	LOT MISC EXERCISE EQUIPMENT	N/A
139	N/A	N/A	DIEBOLD TELLER DRAWER	N/A
140	N/A	N/A	LADDER	N/A
141	N/A	N/A	GLASS DISPLAY CASE	N/A
142	N/A	N/A	2 WOODEN CABINETS	N/A
143	1039177	127024	FAX BROTHER	US6618MOU408316
143	1003696	138902	TYPEWRITER IBM SELECTRIC II	6705114943141
144	1001166	123370	FUJITSU FI 4860C SCANNER TO INCLUDE:	600073
144	1001167	123372	FUJITSU FI 4860C SCANNER TO INCLUDE:	600039
144	1001170	123407	SCANNER FUJITSU FI-4860C(1 ATTCH C)	72
144	1001311	124547	SCANNER FUJITSU FI-4530C	10086
145	N/A	N/A	2 WOODEN BENCHES	N/A
146	N/A	N/A	WATER HEATER	N/A

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
147	N/A	N/A	ROPER REFRIGERATOR	N/A
148	N/A	N/A	ELECTRICAL EXTENTION CORD	N/A
149	N/A	N/A	MISC DRUM ACCESSORIES	N/A
150	N/A	N/A	LOT BOX CUTTERS	N/A
151	N/A	N/A	DREMEL ROTARY TOOL SET	N/A
152	N/A	N/A	2 AMPLIFIERS	N/A
153	N/A	N/A	LOT MISC POKER CHIPS	N/A
154	N/A	N/A	2 PLASTIC CONTAINERS	N/A
155	N/A	N/A	LOT MISC FIGURINES	N/A
156	N/A	N/A	LOT MISC FISHING POLES	N/A
157	N/A	N/A	2 HAND DRILLS	N/A
158	N/A	N/A	PEAVEY GUITAR AMPLIFIER	N/A
159	N/A	N/A	CHICAGO CUTT-OFF SAW	N/A
160	N/A	N/A	LOT MISC FIGURINES	N/A
161	1006008	97486	CANON FAX CFX-L4500 MULTIFUNCTION SYSTEM W/HAND:	ULR50400
161	1004332	84036	TV 13 inCOLOR	96090
161	1009879	120898	COMBINATION TV/VCR 13 in PANASONIC	F1A70007
161	1009880	120899	COMBINATION TV/VCR 13 in PANASONIC	F31A7004
162	N/A	N/A	MURRAY BICYCLE	N/A
163	N/A	N/A	OZONE BICYCLE	N/A
164	N/A	N/A	MISC BICYCLE	N/A
165	N/A	N/A	MAGNA BICYCLE	N/A
166	N/A	N/A	LADDER	N/A
167	N/A	N/A	LADDER	N/A
168	N/A	N/A	LOT MISC COPPER	N/A
169	N/A	N/A	START PAC POWER UNIT	N/A
170	N/A	N/A	TELESCOPE	N/A
171	N/A	N/A	2 MISC SWORDS	N/A
172	N/A	N/A	LOT MISC FLASHLIGHTS	N/A
173	N/A	N/A	LOT MISC ITEMS (SHOES, TRIPOD)	N/A
174	N/A	N/A	LOT MISC HAND TOOLS	N/A
175	N/A	N/A	LOT BOX CUTTERS	N/A
176	N/A	N/A	LOT MISC MUSIC CD'S	N/A
177	1021421	157988	DIGITAL CAMERA KODAK	KCGHA74931953
177	1009846	121549	CAMERA POWERSHOT A60 CANON	6722106877
178	N/A	N/A	LOT MISC CAMERAS	N/A
179	N/A	N/A	LOT MISC HAND TOOLS	N/A
180	N/A	N/A	2 WOODEN STORAGE BOXES	N/A
181	N/A	N/A	LOT MISC ELECTRONICS	N/A
182	N/A	N/A	ROTOZIP SPIRAL SAW	N/A
183	N/A	N/A	LOT MISC BOX CUTTERS AND MONITOR	N/A
184	N/A	N/A	TACKLE BOX AND MICROWAVE	N/A
185	N/A	N/A	DUFFLE BAG	N/A
186	N/A	N/A	LOT MISC POKER CHIPS	N/A
187	N/A	N/A	LOT MISC POKER CHIPS	N/A
188	N/A	N/A	LOT MISC BOXCUTTERS	N/A
189	N/A	N/A	LOT MISC CAMERAS	N/A
190	N/A	N/A	LOT MISC POKER CHIPS	N/A
191	N/A	N/A	LOT MISC POKER CHIPS	N/A
192	N/A	N/A	SAMSUNG TV	N/A
193	N/A	N/A	SHARP TV	N/A
194	N/A	N/A	2 LAPTOPS	N/A
195	N/A	N/A	PLAYSTATION CONSOLE	N/A
196	N/A	N/A	SONY LAPTOP	N/A
197	N/A	N/A	MISC PC	N/A
198	N/A	N/A	3 CAR STEREOS	N/A
199	N/A	N/A	4 CAR STEREOS	N/A

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
200	N/A	N/A	4 CAR STEREOS	N/A
201	N/A	N/A	PLAYSTATION CONSOLE AND MONITOR	N/A
202	N/A	N/A	DELL MONITOR	N/A
203	N/A	N/A	FELLOWS SHREDDER	N/A
204	1026709	139242	MEMOREX 26" LCD TV	42190100558
205	N/A	N/A	2 SINKS	N/A
206	N/A	N/A	4 SINKS	N/A
207	1018507	130764	FACSIMILE PANASONIC LASER FAX UF-6000	FGP47500014
207	1012395	122215	SHREDDER PERSONAL FELLOWES	68362
207	1026621	158034	TELECONFERENCE SYSTEM POLYCOM VSX-5400 PRESEN	09B74C
207	1009889	109242	IOGEAR MINI VIEW GCS84B KVM SWITCH	0830046A00205Z
207	1009890	109243	IOGEAR MINI VIEW GCS84B KVM SWITCH	0830046A00206Z
207	1005190	87558	MOTOROLA MODEL MT-2000	355AWU0919
208	1000005	76067	WEIGHT MACHINE UNIVERSAL	
209	N/A	N/A	LOT OF USED LAPTOP BAGS	N/A
210	N/A	N/A	2 ROUND TABLES	N/A
211	N/A	N/A	LOT MISC COMPUTER & PRINTER ACCESSORIES	N/A
212	N/A	N/A	LOT MISC COMPUTER & PRINTER ACCESSORIES	N/A
213	N/A	N/A	LOT MISC PRINTER TRAYS	N/A
214	N/A	N/A	LOT ROTARY PHONES	N/A
215	1005748	95698	CANON TYPERWRITER MODEL AP9017	82300328
215	1006111	11480	FAX CANNON L9000S	NEED
215	1006907	104361	COLOR CCD CAMERA PANASONIC	ABB08142
215	1006909	104363	VCR TIME & DATE PANASONIC	K0KN01446
215	1006936	102848	CANON 9000L LASER FACSIMILE 33.6 MODEM SPEED DUA	UYS51022
215	1010142	121945	SAMSUNG DVD-V3500 DVD/VCR	GRAW958098B
215	1004146	89860	MIXER SHANE	B992719
215	1010249	121472	FAX MACHINE PANASONIC UF-890 PLAIN PAPER LASER	LCG2AV00566
215	1019347	131964	TOSHIBA DOCUMENT CAMERA	19990178
216	N/A	N/A	2 WATER FOUNTAINS	N/A
217	1003702	99539	TYPEWRITER IBM	110111283
217	1019127	128446	SYLVANIA LD-155SL8 15 in LCD HDTV WITH BUILT-IN DV	BAC365018717
218	N/A	N/A	ELECTRIC GENERATOR	N/A
219	1025203	140943	POWER WASHER ELECTRIC	PL18188
220	N/A	N/A	ROLLING METAL CART	N/A
221	N/A	N/A	ROLLING METAL CART	N/A
222	N/A	N/A	3 DESKS	N/A
223	N/A	N/A	4 DESKS	N/A
224	N/A	N/A	3 DESKS	N/A
225	N/A	N/A	2 DESKS	N/A
226	N/A	N/A	2 DESKS AND 2 TABLES	N/A
227	N/A	N/A	4 DESK RETURNS	N/A
228	N/A	N/A	4 DESK RETURNS	N/A
229	N/A	N/A	3 TABLES	N/A
230	N/A	N/A	3 DESKS	N/A
231	N/A	N/A	2 TABLES	N/A
232	N/A	N/A	4 DESKS / WORK STATIONS	N/A
233	N/A	N/A	2 ROUND TABLES	N/A
234	N/A	N/A	2 ROUND TABLES	N/A
235	N/A	N/A	2 ROUND TABLES	N/A
236	N/A	N/A	LOT OUTDATED LAW BOOKS	N/A
237	N/A	N/A	LOT MISC MODULAR FURNITURE	N/A
238	N/A	N/A	LOT APPROXIMATELY 100 CHAIRS	N/A
239	N/A	N/A	HANSON TAP AND DIE SET	N/A
240	1007305	102631	PALM M505 ORGANIZER	L0JH1BF14153
241	N/A	N/A	LOT MISC FISHING SUPPLIES	N/A
242	N/A	N/A	LOT MISC FISHING SUPPLIES	N/A

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
243	N/A	N/A	LOT MISC ELECTRONICS	N/A
244	N/A	N/A	LOT MISC ELECTRONICS	N/A
245	N/A	N/A	GUITAR WITH CASE	N/A
246	N/A	N/A	LOT PLASTIC CONTAINERS	N/A
247	1019269	131540	RYAN JR 5.5 HP HONDA 18 in SOD CUTTER	54494505138
248	1010133	120536	EDGER MCCLAIN	562482
249	1010132	120535	EDGER MCCLAIN	562365
250	N/A	N/A	STREAMLINE CHALK LINER	N/A
251	N/A	N/A	FAIRBANKS SCALE	N/A
252	1016724	130813	PALLET TRUCK MEDIUM DUTY NULINE	B549137
252	1034125	139334	PALLET JACK DAYTON LOAD CAPACITY 8000#	N/A
253	N/A	N/A	LOT MISC ELECTRONICS	N/A
254	N/A	N/A	LOT MISC ELECTRONICS	N/A
255	N/A	N/A	HYDRAULIC JACK	N/A
256	N/A	N/A	MISC TOOLBOX	N/A
257	N/A	N/A	JUMPER CABLES	N/A
258	N/A	N/A	CAR AMPLIFIER AND STEREO	N/A
259	N/A	N/A	NINTENDO CONSOLE AND DVD MOVIES	N/A
260	N/A	N/A	LOT DVD MOVIES AND MUSIC CD'S	N/A
261	N/A	N/A	CAR STEREO	N/A
262	1045361	167353	SAMSUNG TV/DVD	Z3SF3CRCC2238E
263	N/A	N/A	PC AND MONITOR	N/A
264	N/A	N/A	LOT MISC ROPE AND CHAIN	N/A
265	N/A	N/A	MISC DRUM SET	N/A
266	N/A	N/A	TRAINING BAG	N/A
267	N/A	N/A	ECHO WEEDEATER	N/A
268	N/A	N/A	ECHO WEEDEATER	N/A
269	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
270	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
271	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
272	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
273	N/A	N/A	CAR SPEAKERS	N/A
274	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
275	N/A	N/A	2 1/2 TON FLOOR JACK	N/A
276	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
277	N/A	N/A	LOT CAR STEREO AND MUSIC CD'S	N/A
278	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
279	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
280	1028857	145413	TV SAMSUNG C550 40 in 1080P	Z1MB3CDZ501533N
281	1022136	138854	TV SAMSUNG 42 in LCD	B46A3CSQ304753
282	N/A	N/A	TOOLBOX WITH MISC TOOLS	N/A
283	N/A	N/A	2 JACK STANDS	N/A
284	N/A	N/A	MISC WINCH	N/A
285	N/A	N/A	IMPACT WRENCH	N/A
286	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
287	N/A	N/A	IGLOO ICE CHEST	N/A
288	N/A	N/A	KOBALT PVC AIR HOSE	N/A
289	N/A	N/A	TOOL BAG WITH MISC TOOLS	N/A
290	N/A	N/A	LOT MISC TOOLS	N/A
291	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
292	N/A	N/A	ROOM AIR CONDITION	N/A
293	N/A	N/A	BEER KEG	N/A
294	N/A	N/A	SANYO TV	N/A
295	1030007	164342	TV VIZIO 42IN E420VA 1080P LCD HDTV #A4094427	NEED
296	N/A	N/A	CAR SPEAKERS AND AMPLIFIER	N/A
297	N/A	N/A	PIONEER RECEIVER AND CD PLAYER	N/A
298	N/A	N/A	CONCRETE CUTT-OFF SAW	N/A

LOT	Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number
299	N/A	N/A	BLACK & DECKER HEDGER	N/A
300	N/A	N/A	75 GAL DIESEL TANK	N/A
301	N/A	N/A	MISC PAINTING	N/A
302	N/A	N/A	LOT MISC JEWELRY	N/A
303	N/A	N/A	LOT INTERNATIONAL CURRENCY	N/A
304	N/A	N/A	LOT INTERNATIONAL CURRENCY	N/A
305	N/A	N/A	LOT INTERNATIONAL CURRENCY	N/A
306	1000837	106563	MOBILE SHELVING SYSTEM SPACESAVER/SOUTHWEST	
307	1002481	128539	IBM RACK	KQCAT3G



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin, Division Director Development Services
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) Braker Valley Preliminary Plan [Preliminary Plan - 547 total lots (514 single-family residential lots and 33 drainage/greenbelt/open space lots)] - 164.05 acres - City of Austin ETJ); and

B) Phasing Agreement between Williams, Ltd., Robert L. Lanford, David S. Lanford, and Muriel R. Lanford, Trustees of the Don L. and Muriel A. Lanford Living Trust and Travis County in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This preliminary plan consists of 547 total lots (514 single-family residential lots and 33 drainage/greenbelt/open space lots) on 164.05 acres. The property is located at the intersection of Cameron Road and Blue Goose Road. The application includes 23,611 linear feet of proposed public streets. Water and wastewater service will be provided by the City of Austin. Parkland dedication, fees in lieu of parkland dedication, or fiscal surety are not required with the preliminary plan application.

B) The developers, Williams, Ltd., Robert L. Lanford, David S. Lanford, and Muriel R. Lanford, Trustees of the Don L. and Muriel A. Lanford Living Trust, wish to enter into a standard Phasing Agreement with Travis County. In the agreement, with Phase 1 of the development, the developer agrees to construct one-half of Braker Lane from Cameron Road to the eastern edge of Jefferson Notch Drive. With Phase 2 of the development, the developer will continue the construction of half of Braker Lane from the eastern edge of Jefferson Notch Drive to the property's eastern boundary. Also, prior to Commissioners Court approval of the final plat that includes the 250th single-family lot, a connection through the subdivision must be constructed to both Blue Goose Road and Cameron Road.

STAFF RECOMMENDATIONS:

As this preliminary plan application meets all Single Office requirements and was approved by the City of Austin Zoning and Platting Commission at its October 7,

2014 meeting, Single Office staff recommends approval of the preliminary plan and phasing agreement.

ISSUES AND OPPORTUNITIES:

Staff has been contacted by an adjacent property owner who supported the plan and its extension of Braker Lane through the property.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed preliminary plan
- Phasing Agreements

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

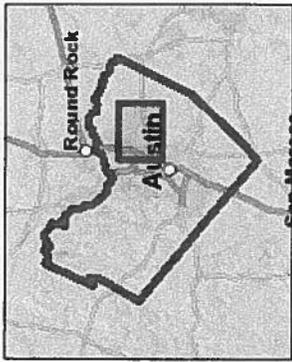
CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Braker Valley Preliminary Plan

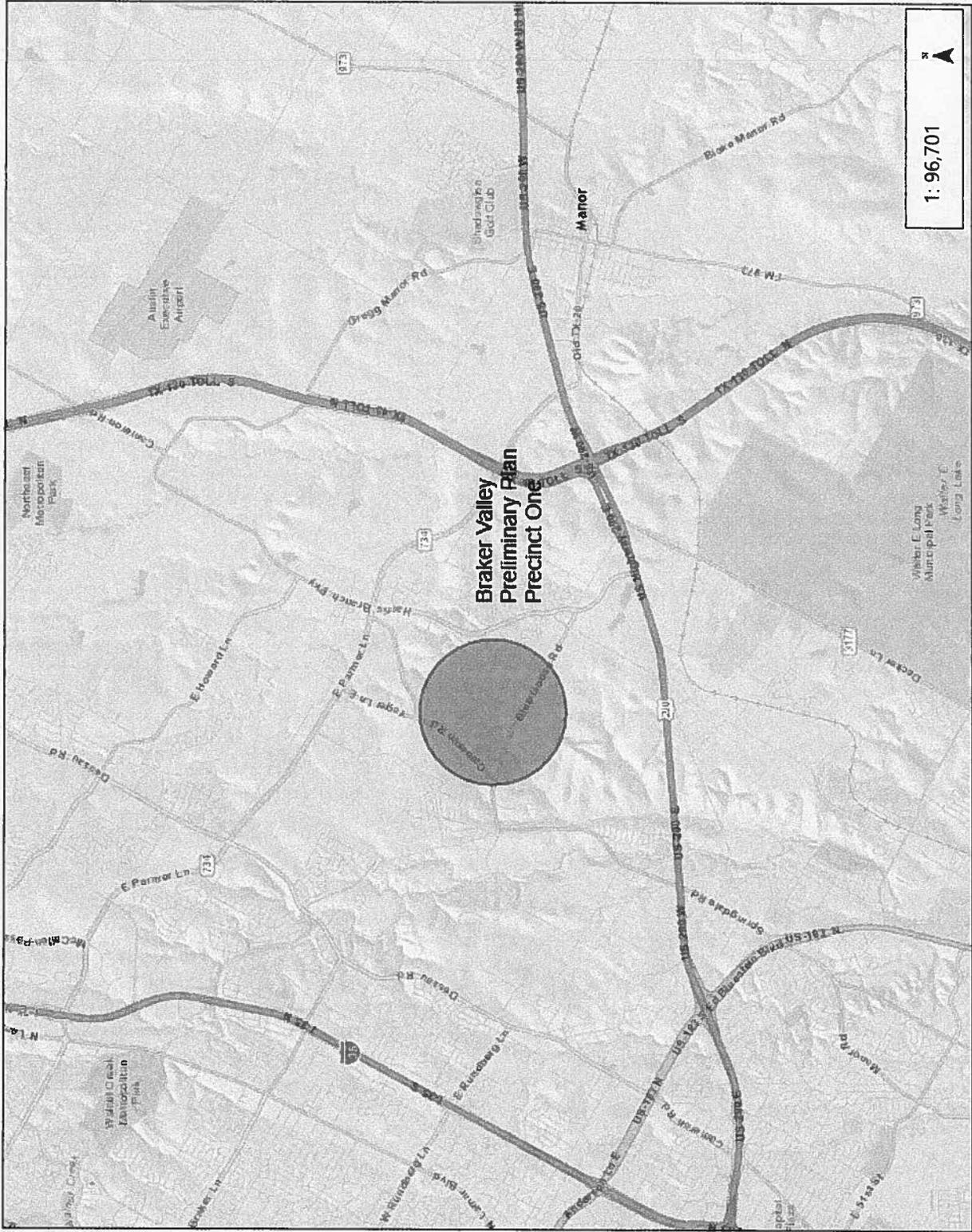
STAFF RECOMMENDATIONS:

As the preliminary plan application meets all Single Office requirements and was approved by the City of Austin Zoning and Planning Commission at its October 7, 2014 meeting, Single Office staff recommends approval of the preliminary plan and phasing agreement.



Legend

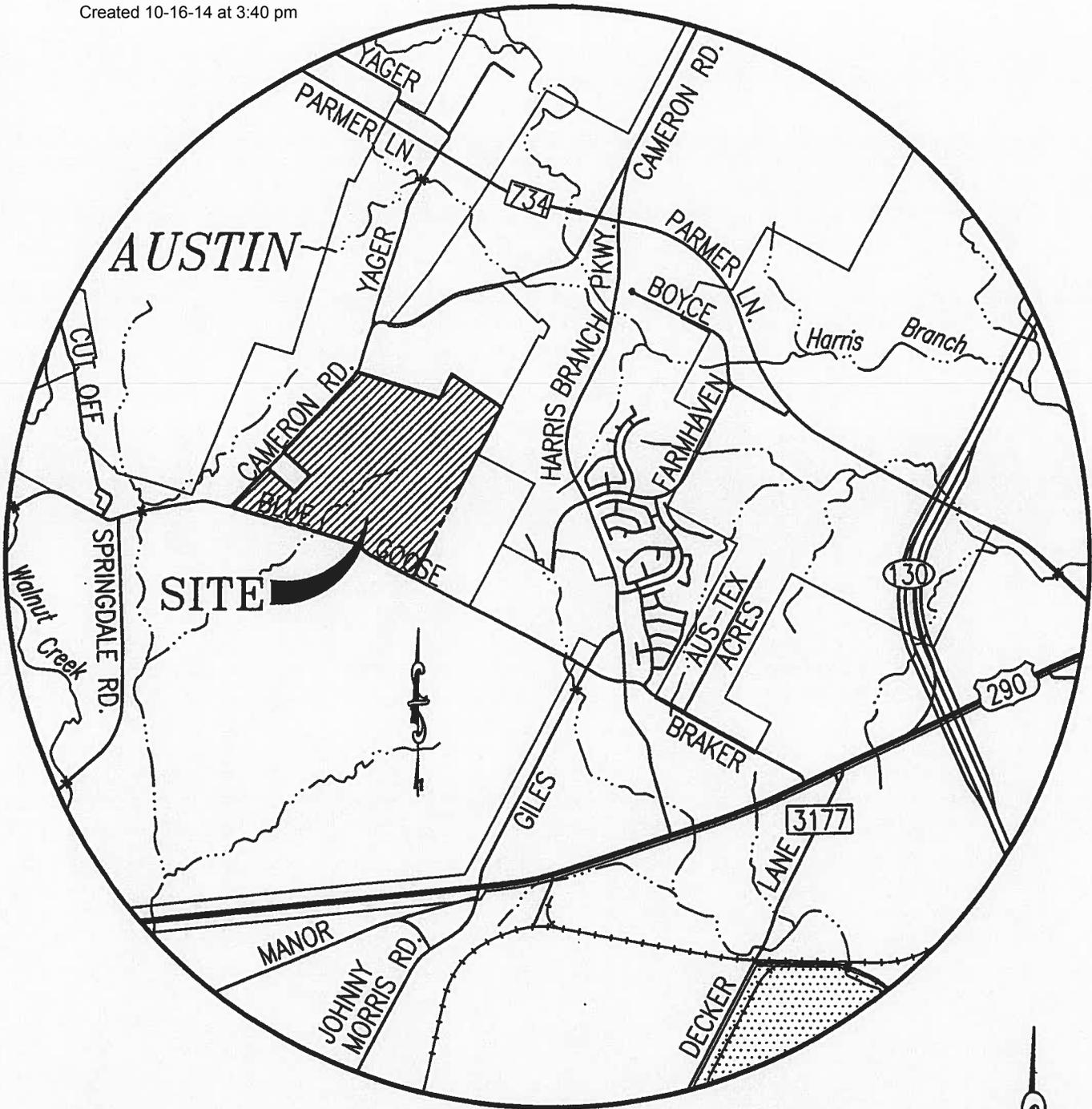
Notes
Enter your Notes.



1:96,701

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

0 1.53 3.1 Miles



PRELIMINARY PLAN

BRAKER VALLEY

LOCATION MAP

SCALE: 1" = 3000'

MAPSCO BOOK PAGES 527-528



Carlson, Brigance & Doering, Inc.

Civil Engineering ♦ Surveying
 5501 West William Cannon Drive ♦ Austin, Texas 78749
 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

SCALE: 1"=800'



EXISTING TOTALS
 CEF SETBACK AREA = 25.17 ACRES
 CEF AREA = 5.81 ACRES

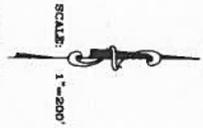
LEGEND

- [Dotted pattern] EXISTING CEF SETBACK AREA
- [Solid pattern] EXISTING CEF AREA



CAJ-2013-0192

SHEET 5 OF 6	JOB NAME BRAKER VALLEY	SHEET CEF MITIGATION PLAN EXISTING CEF AND SETBACK (1 OF 2)	Catton, Bragance & Doering, Inc. Civil Engineering & Surveying 2011 West 10th Street • Berkeley, CA 94710 Phone No. (925) 862-8200 • Fax No. (925) 862-8148
	PROJECT PRELIMINARY PLAN	DESIGNED BY: BRP DRAWN BY: JSL DATE: MAY 2014	



MITIGATION TOTALS
 CEF SETBACK AREA = 25.26 ACRES
 CEF AREA = 6.46 ACRES

LEGEND

- MITIGATED CEF SETBACK AREA
- MITIGATED CEF AREA



CSJ-2013-0192



SHEET 6 OF 6	JOB NAME BRAKER VALLEY	SHEET CEF MITIGATION PLAN PROPOSED CEF AND SETBACK (2 OF 2)	
PROJECT PRELIMINARY PLAN	DESIGNED BY DEP	DRAWN BY JSL	DATE MAY 2014

CSJ

Carlson, Briggance & Dossing, Inc.
 600 West Walnut Street • Fort Worth, Texas 76102
 Phone No. 817-332-0100 • Fax No. 817-332-0101

**BRAKER VALLEY
PHASING AGREEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between Williams, Ltd., Robert L. Lanford, David S. Lanford, Muriel R. Lanford, Trustees of the Don L. and Muriel A. Lanford Living Trust (the "Developers"), and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Developers are in the process of subdividing that certain tract of land (the "Property") described in Exhibit "A", which is attached hereto and made a part hereof, which the Developers have designated as Braker Valley.

WHEREAS, the Developers desire to develop the Property in phases; and

WHEREAS, the Developers have currently submitted a Preliminary Plan for the entire project.

WHEREAS, it is contemplated that the Developers will subsequently submit for County approval final plats and construction plans for the streets, drainage, and other improvements for the duration of the Braker Valley subdivision.

WHEREAS, the Parties desire to establish a process to coordinate the phased development and orderly extension of new streets in Braker Valley subdivision.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. DEVELOPERS OBLIGATIONS

a. Prior to the County accepting for maintenance any streets, drainage, or other improvements in Braker Valley subdivision, the Developers must construct and the County must accept for maintenance the proposed streets and other infrastructure in each of the Braker Valley Sections.

b. The Developers must post and maintain fiscal security in a form and amount acceptable to the County for 100% of the cost to construct the streets, drainage, and other improvements identified in the final plat for the Braker Valley Subdivision until such

improvements have been completed, have performed satisfactorily for one year, and have been accepted by the County.

c. With Phase 1 of the development, the Developers will construct one half of Braker Lane from Cameron Road to the eastern edge of Jefferson Notch Drive. With Phase 2 of the development, the Developers will continue the construction of half of Braker Lane from the eastern edge of Jefferson Notch Drive to the property's eastern boundary.

d. Prior to Commissioners Court approval of the final plat that includes the 250th single family lot, a connection through the subdivision must be constructed to both Blue Goose Road and Cameron Road.

2. COUNTY OBLIGATIONS

The County will:

a. upon the execution of this Agreement, approve the Preliminary Plan for the Braker Valley Subdivision; and

b. subject to compliance with applicable standards and the performance by the Developers of its obligations under this Agreement, approve acceptable subsequent final plats and subdivision construction plans for future sections of the Braker Valley Subdivision.

3. CONSTRUCTION SECURITY POSTING

The Developers shall post the required fiscal security with the City of Austin simultaneously with final plat approval of each said phases. The Developers may post an equal amount with Travis County as a substitute if allowable by the City, and if the City will release the amount posted with it upon the substitute posting being received by the County.

4. ACCEPTANCE BY COUNTY

The Developers acknowledges that the public roadways and other improvements within the Braker Valley Subdivision cannot be accepted by the County for maintenance until they connect to other infrastructure that has already been accepted by the County. The Developers agree to leave its 10% fiscal security posted with the City of Austin or with Travis County until the improvements have been accepted for maintenance by the County or, in the event of annexation, by the City of Austin.

5. RELEASE AND INDEMNITY

The Developers agree that the County and its officers, agents, and employees shall not be liable or responsible for, and shall be held harmless by the Developers from any claims,

losses, damages, causes of action, suits, attorney fees, liability for injury to or death of any person or damage to any property arising out of or in connection with any actions or omissions by the Developers under the terms of this Agreement, whether or wholly or partially the fault of the Developers.

6. MISCELLANEOUS

- a. **Beneficiaries:** This Agreement will bind and inure to the benefit of the parties hereto and their successors and assigns.
- b. **Restrictive Covenant:** This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land.
- c. **Amendment to Agreement:** Any revisions, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by both parties hereto. **NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.**
- d. **Assignment by the Developers:** The rights, duties, and responsibilities of the Developers may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.
- e. **Entire Agreement:** This is the entire agreement between the parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the parties in conflict with this Agreement.
- f. **Notice:** Any notices to be given by one party to another by this Agreement will be given in writing addressed to the party at the address set forth below for such party. (i) by delivering same in person, (ii) by depositing the same in the United States Postal Service mail, certified or registered, return receipt requested, postage pre-paid, addressed to the party to be notified, or (iii) by depositing the same with FedEx or other nationally recognized courier service guaranteeing "next-day delivery" addressed to the party to be notified, or (iv) by sending same by telefax with confirming copies sent by mail. Notice deposited in the United States mail in the manner hereinabove described will be deemed effective from and after the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses shall, until changed as provided below, be as follows:

Developers:

Evan M. Williams, Managing Partner
Williams, Ltd.
524 North Lamar Blvd., Suite 203
Austin, Texas 78768

Robert L. Lanford, Trustee
Don L. and Muriel A. Lanford Living Trust
P.O. Box 140948
Austin, Texas 78714-0948

Travis County: Steve Manila (or successor)
Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

With required copy to: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No.

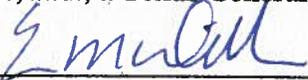
The parties shall have the right from time-to-time to change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue: The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Travis County, Texas, and concerns real property located in Travis County.
- h. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- i. Severability: The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph, or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, clause, sentence, paragraph, or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- j. Number and gender and "Developers" entity status: Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement. In addition, it is recognized that the term "Developers" is a nominal title and is not intended to confer rights on any party, who does not have such rights, but is instead intended to effect the joiner of all interested parties to the extent of any interest that they hold in the land which is the subject of this Agreement and any development of such land.

- k. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provided of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

EXECUTED to be effective as of the later date set forth below.

Williams, Ltd., a Texas General Partnership

By: 
Evan M Williams, Managing Partner

8-19-2014
Date

Don L. And Muriel A. Lanford Living Trust

By: _____
Robert L. Lanford, Trustee

Date

By: _____
David S. Lanford, Trustee

Date

By: _____
Muriel R. Lanford, Trustee

Date

Travis County, Texas

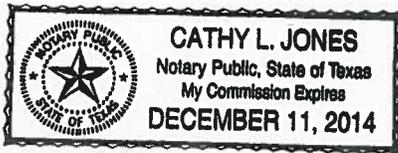
By: _____
Sam Biscoe, County Judge

_____ **Date**

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19th of August, 2014, by Evan M. Williams, Managing Partner of Williams, Ltd. a Texas General Partnership.



Cathy L. Jones
Notary Public, State of Texas
My Commission Expires: 12/11/14
Cathy L. Jones
(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ of _____, 2014, by Robert L. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.

Notary Public, State of Texas
My Commission Expires: _____

(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ of _____, 2014, by David S. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.

Notary Public, State of Texas
My Commission Expires: _____

(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ of _____, 2014, by Evan M. Williams, Managing Partner of Williams, Ltd. a Texas General Partnership.

Notary Public, State of Texas
My Commission Expires: _____

(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ ^{Bexar}

This instrument was acknowledged before me on the 15 of August, 2014, by Robert L. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.





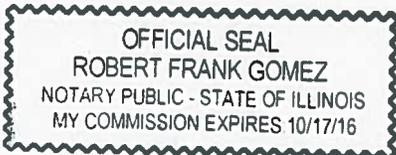
Notary Public, State of Texas
My Commission Expires: 8/13/17
Craig Pozzi

(Printed Name of Notary)

STATE OF ~~TEXAS~~ ^{FL}

COUNTY OF ~~TRAVIS~~ ^{COOK}

This instrument was acknowledged before me on the 18th of August, 2014, by David S. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.





Notary Public, State of ~~Texas~~ ^{IL}
My Commission Expires: 10/17/16
Robert FRANK GOMEZ

(Printed Name of Notary)

STATE OF TEXAS

COUNTY OF TRAVIS

Bexar

This instrument was acknowledged before me on the 15 of August, 2014, by Muriel R. Lanford, Trustee of the Don L. and Muriel A. Lanford Living Trust.



[Signature]
 Notary Public, State of Texas
 My Commission Expires: 8/13/17
Craig Pozzi
 (Printed Name of Notary)

STATE OF TEXAS

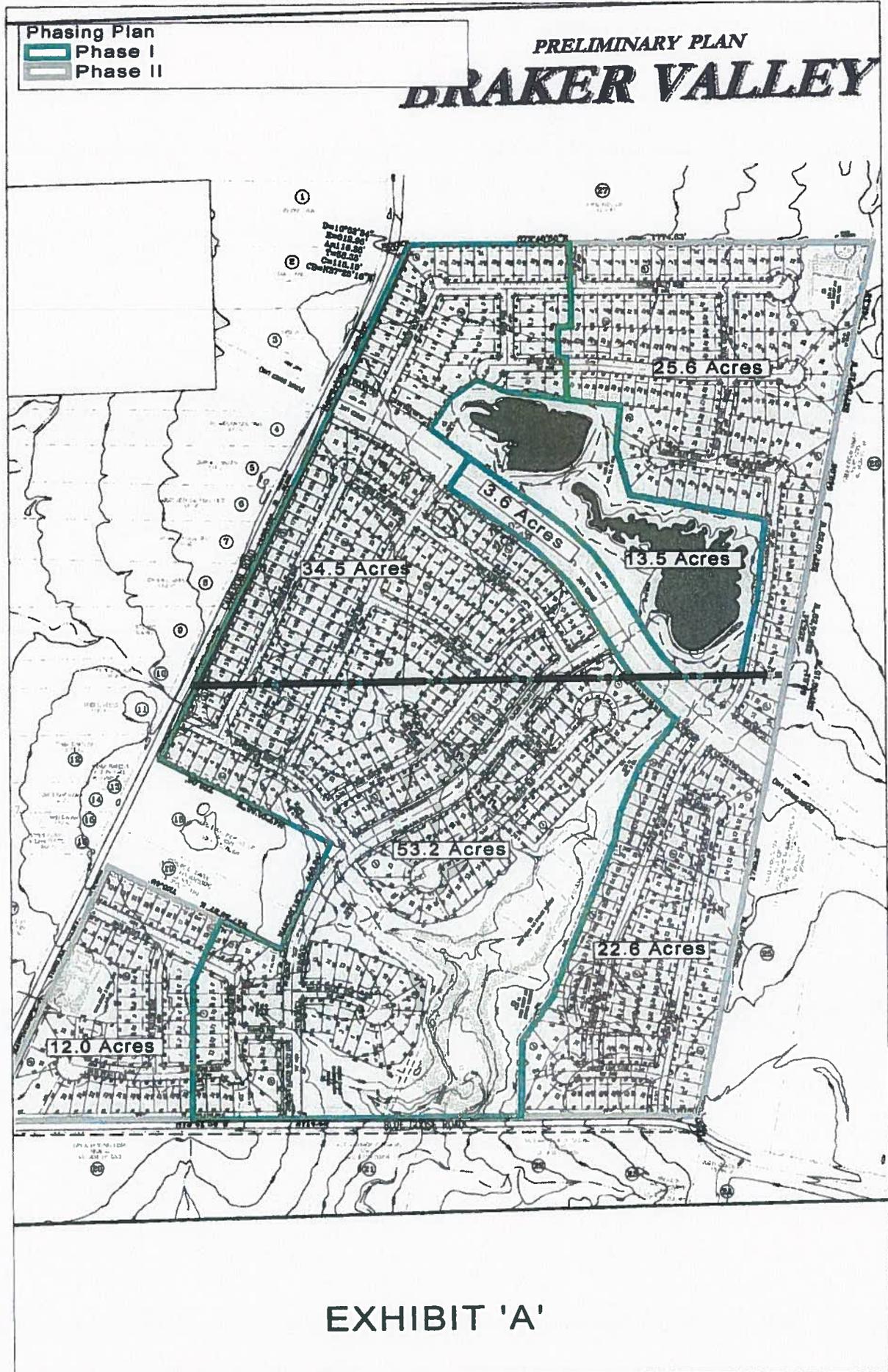
COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ of _____, 2014, by Samuel T. Biscoe, Travis County Judge.

 Notary Public, State of Texas
 My Commission Expires: _____

 (Printed Name of Notary)

Exhibit “A”





Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

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

Department Head/Title: Steven M. Marilla, 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: Briarcreek Subdivision Section 6B Final Plat - 60 Total Lots - Briarcreek Loop - City of Austin ETJ); and
- B) A Subdivision Construction Agreement between Travis County and Continental Homes of Texas, L.P. in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 60 total lots (59 single-family residential lots and 1 public utility easement and drainage easement lot) on 15.4 acres. There are 2,246 linear feet of public streets proposed with this final plat, which access Briarcreek Loop. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$8,257.00. Fiscal surety has been posted with the City of Austin. Water and wastewater service to be provided by Aqua Texas, Inc.

B) The applicant, Continental Homes of Texas, L.P., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

As this final plat meets all Single Office standards and was approved by the City of Austin Zoning and Platting Commission on October 7, 2014, Single Office staff recommends approval of the final plat and construction agreement.

ISSUES AND OPPORTUNITIES:

The Single Office has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A



EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Subdivision Construction Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Briarcreek Subdivision Section 6B Final Plat

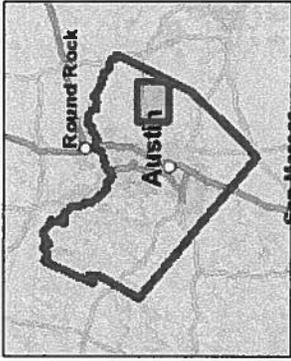
A. The final plat consists of 60 total lots (25 single-family lots and 35 utility easement and drainage easement lots) on 124 acres. There are 2.245 acres of public streets proposed with this plat and which access Briarcreek Road. Plat fees in lieu of the fee have been paid to Travis County in the amount of \$4,000.00. Plat fees have been paid with the City of Austin Water and wastewater services to be provided by the City.

B. The applicant, Governmental Homes of Texas, L.P., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

START RECOMMENDATIONS:
As the final plat meets all design, plat standards and was approved by the City of Austin Planning and Zoning Commission on October 7, 2014, Single Office staff recommends approval of the final plat and construction agreement.

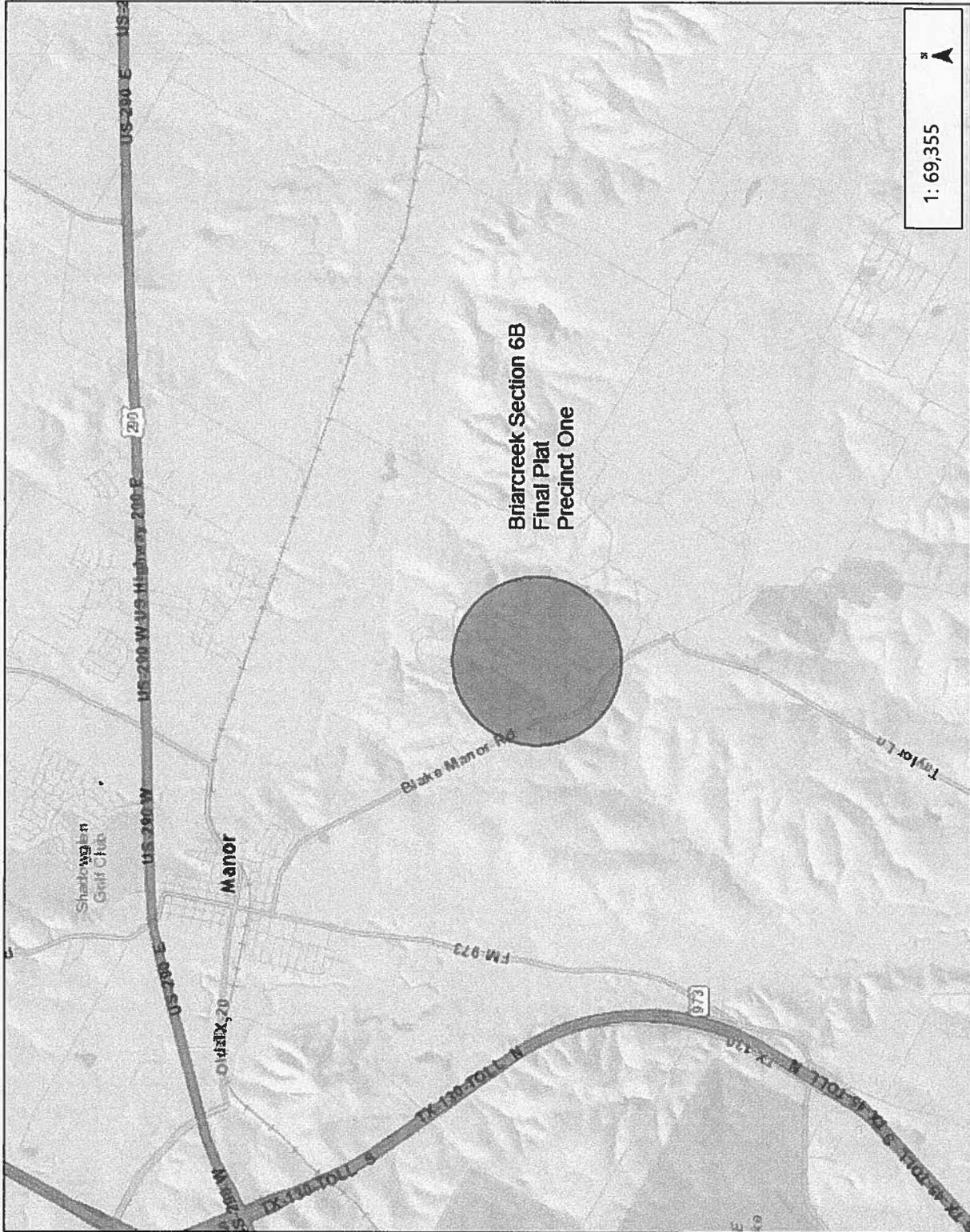
ISSUES AND OPPORTUNITIES:
The Single Office has not been contacted by any adjacent property owners or registered or interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:
NA



Legend

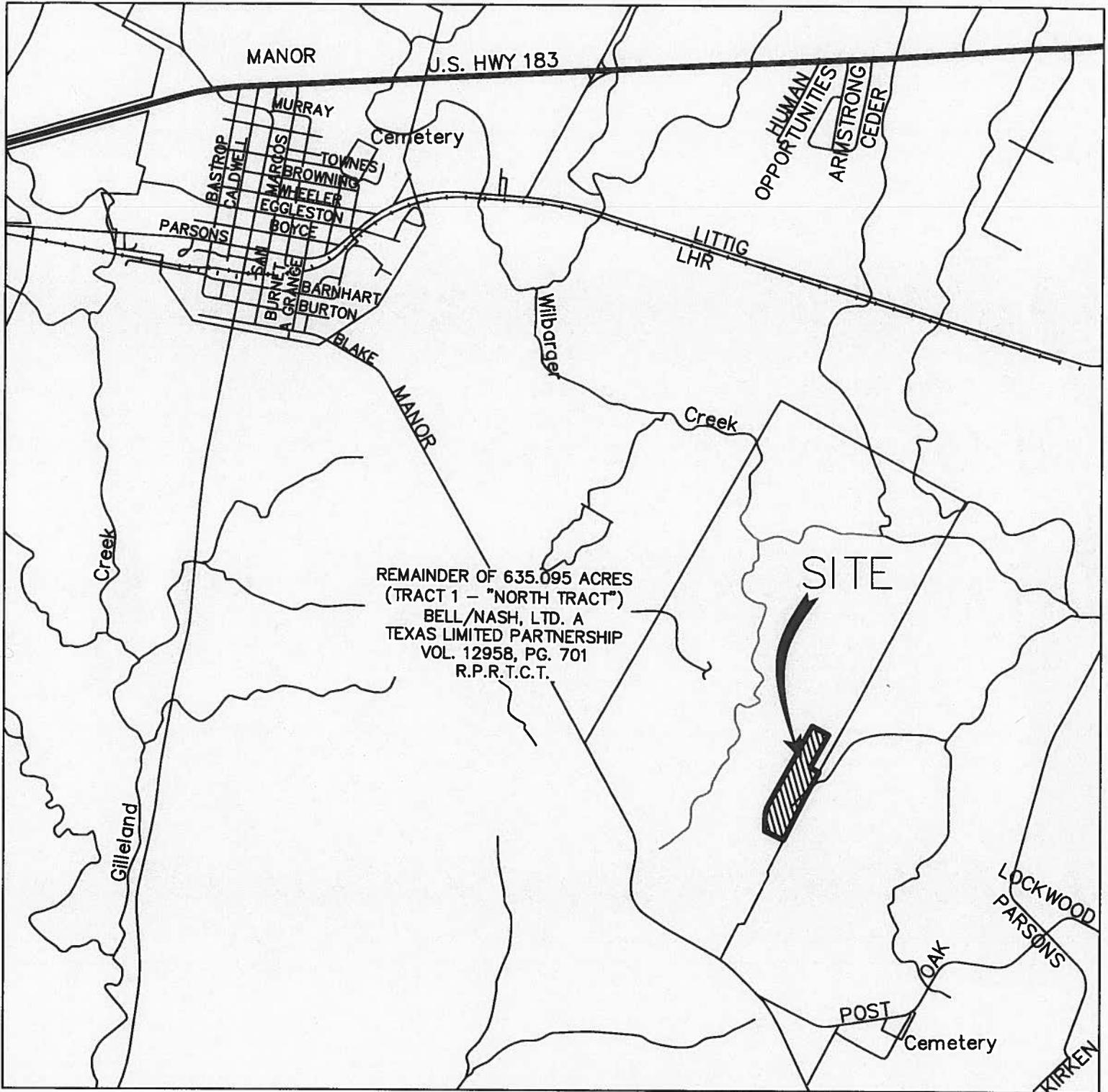
Notes
Enter your Notes.



1:69,355

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

2.2 Miles
0 1.09 2.2
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

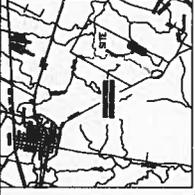


VICINITY MAP

NOT TO SCALE

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS. THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.



BASE
 PROFESSIONAL LAND SURVEYORS, INC.
 4311 LINDSAY DRIVE
 SUITE 100
 FORT WORTH, TEXAS 76107
 (817) 336-1111
 www.baseinc.com

HPE
 HANDBOOK • PROJECT ENGINEERING, INC.
 10000 W. BRIDGEMAN
 SUITE 1000
 FORT WORTH, TEXAS 76116
 (817) 336-1111
 www.hpeinc.com

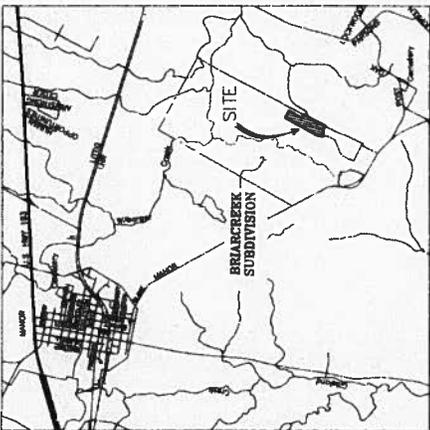
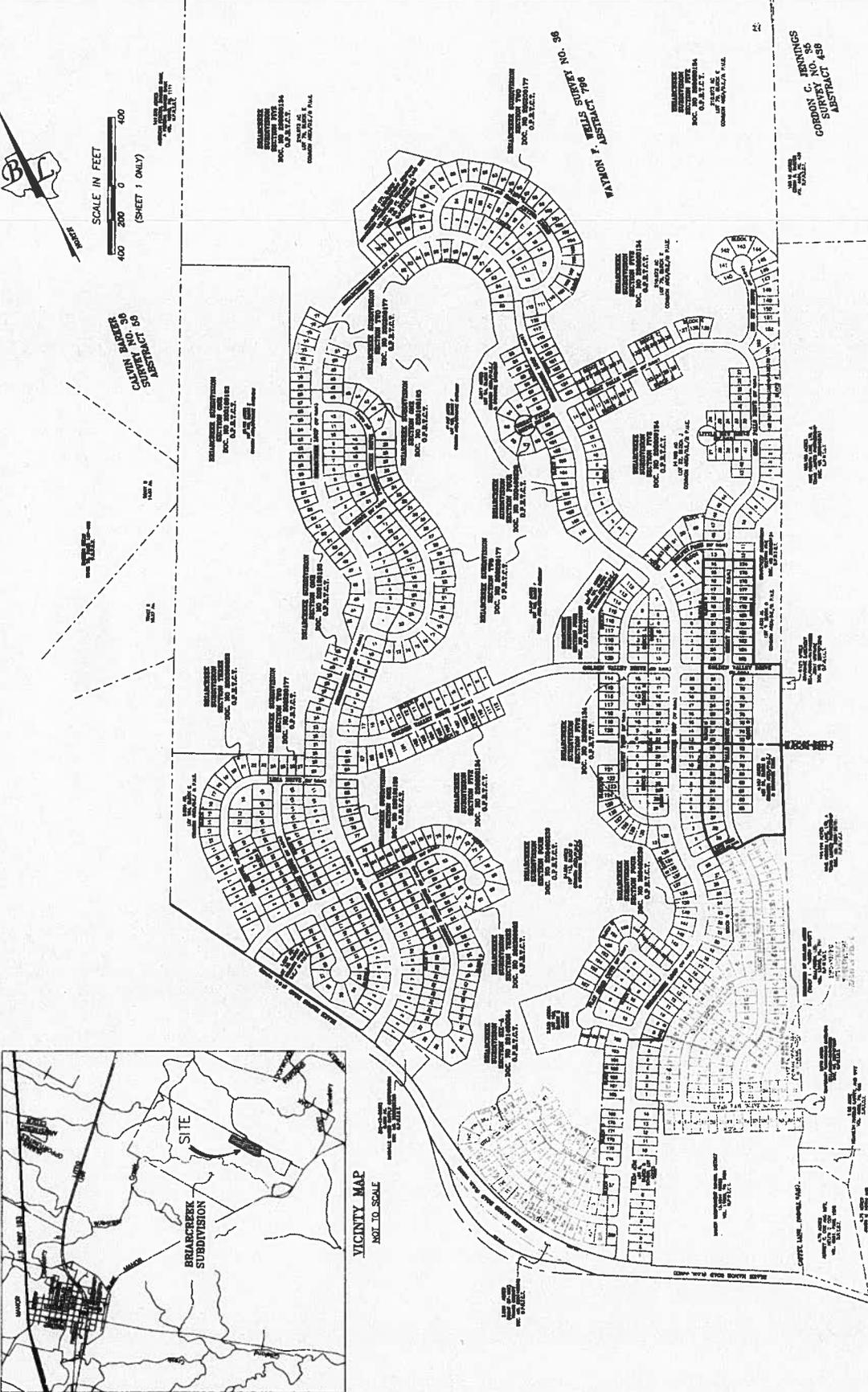
FINAL PLAT
 BRIARCREEK SUBDIVISION
 SECTION SIX-B

Job No.	09/25/14
Date:	09/25/14
Scale (hor.):	1"=100'
Scale (vert.):	
Drawn By:	JSL
Checked By:	RLW
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

FINAL PLAT BRIARCREEK SUBDIVISION SECTION SIX-B

Revised 04	Checked By: RLW	Scale (Horizontal): 1"=100'	Drawn By: JSL
Revised 03			
Revised 02			
Revised 01			
Job No.	Date: 09/25/14		

SHEET
02 of 06



(SHEET 1 ONLY)

OWNER: COUNTRY HOMES OF TEXAS, L.P. (A TEXAS LIMITED PARTNERSHIP)
10700 PECAN PARK BLVD.
SUITE 400
AUSTIN, TEXAS 78740

ACREAGE: 15.479 ACRES
SURVEY: WAYMON F. WELLS SURVEY NO. 36, ABSTRACT 796
DATE: 26 SEPTEMBER 2014
SURVEYOR: BASELINE LAND SURVEYORS, INC.
ENGINEER: HARRAH PARTNARD ENGINEERING, INC.

LINEAR FEET OF NEW STREETS: 2,248'
NUMBER OF LOTS: 60
NUMBER OF LOTS BY TYPE: RESIDENTIAL: 59 LOTS; COMMON AREA/P.U.E./ORAMINE: 1
ACREAGE BY LOT TYPE: R.O.W.: 2,884 AC.; RESIDENTIAL: 8,805 AC.; COMMON AREA/P.U.E./ORAMINE: 4,157 AC.
BENCHMARK INFORMATION: 22-14-14 - 2" x 2" set on back of curb at 1st intersection of Briarcreek Loop on northwest curb approximately 50% of curvature of Briarcreek Loop.
Elevation: 588.66'

LINEAR FEET OF NEW STREETS

GOLDEN VALLEY DRIVE	459 L.F.	R.O.W. WIDTH	80' R.O.W.
GLENVIEW DRIVE	1,150 L.F.		50' R.O.W.
SUNSHINE DRIVE	2,748 L.F.		
TOTAL	4,357 L.F.		

C8J-00-2074.01.8A

HARRAH PARTNARD ENGINEERING, INC.
 4100 S. MOPAC BLVD., SUITE 100
 AUSTIN, TEXAS 78746
 (512) 426-8800
 HPE

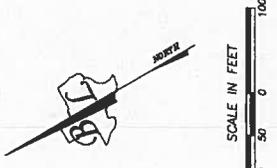
BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 10000 W. BRIDLE TRAIL, SUITE 100
 FORT WORTH, TEXAS 76133
 (817) 441-1111
 BL

FINAL PLAT BRIARCREEK SUBDIVISION SECTION SIX-B

Revision 4:	
Revision 3:	
Revision 2:	
Revision 1:	
Checked By:	RLW
Scale (H/S):	1"=100'
Drawn By:	JSL
Date:	09/25/14
Job No.:	
Project Name:	BRIARCREEK SUBDIVISION SECTION SIX-B

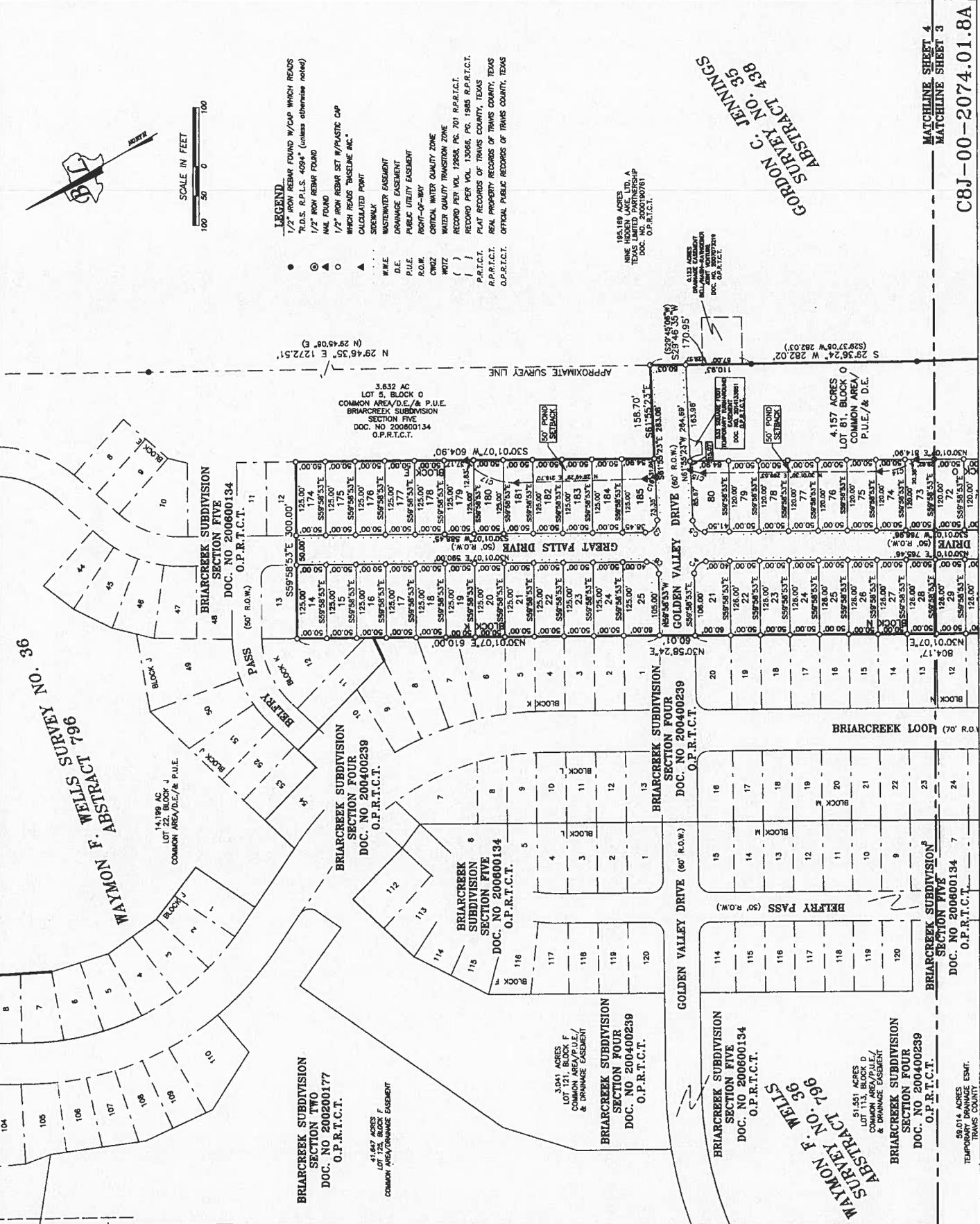
SHEET
04 of 06

Base Line
 HPE
 HAYMAH & RETIQUARD ENGINEERING, INC.
 PROFESSIONAL LAND SURVEYORS, INC.
 4300 W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76104
 LICENSE NO. 12507-0001
 800-848-8888



- LEGEND**
- 1/2" IRON REBAR FOUND W/CAP WHICH READS "76.D.S. R.P.L.S. 4094" (unless otherwise noted)
 - 1/2" IRON REBAR FOUND
 - NAIL FOUND
 - 1/2" IRON REBAR SET W/PLASTIC CAP WHICH READS "BASELINE INC."
 - ▲ CALCULATED POINT
 - ▲ SIDEWALK
 - ▲ WASTEWATER EASEMENT
 - ▲ DRAINAGE EASEMENT
 - ▲ P.U.E. PUBLIC UTILITY EASEMENT
 - ▲ RIGHT-OF-WAY
 - ▲ CRITICAL WATER QUALITY ZONE
 - ▲ WATER QUALITY TRANSITION ZONE
 - ▲ MOTZ
 - ▲ RECORD PER VOL. 12066, PG. 701 R.P.A.T.C.T.
 - ▲ RECORD PER VOL. 13066, PG. 1985 R.P.A.T.C.T.
 - ▲ PLAT RECORDS OF TRAVIS COUNTY, TEXAS
 - ▲ REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 - ▲ O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

GORDON C. JENNINGS
 SURVEY NO. 36
 ABSTRACT 438



MATCHLINE SHEET 4
 MATCHLINE SHEET 3
 C8J-00-2074.01.8A

BRIARCREEK SUBDIVISION
 SECTION TWO
 DOC. NO 200200177
 O.P.R.T.C.T.

41.647 ACRES
 LOT 125, BLOCK F
 COMMON AREA/DRAINAGE EASEMENT

BRIARCREEK SUBDIVISION
 SECTION FIVE
 DOC. NO 200600134
 O.P.R.T.C.T.

3.041 ACRES
 LOT 121, BLOCK F
 COMMON AREA/DRAINAGE EASEMENT

BRIARCREEK SUBDIVISION
 SECTION FOUR
 DOC. NO 200400239
 O.P.R.T.C.T.

51.551 ACRES
 LOT 113, BLOCK D
 COMMON AREA/DRAINAGE EASEMENT

BRIARCREEK SUBDIVISION
 SECTION FIVE
 DOC. NO 200600134
 O.P.R.T.C.T.

50.014 ACRES
 TEMPORARY DRAINAGE EASMT.
 TRAVIS COUNTY

FINAL PLAT BRIARCREEK SUBDIVISION SECTION SIX-B

BASELINE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING SERVICES
4533 200th Ave. SW
Aurora, TN 37013
615-232-2100
www.baselinesurveying.com

HPE
HARRISON • PATTINGO ENGINEERING, INC.
CONSULTING ENGINEERS
2000 10th Ave. SW
Aurora, TN 37013
615-232-2100
www.hpe-engineers.com

Job No.	09/23/14
Scale (Hor):	1"=100'
Scale (Vert):	1"=100'
Drawn By:	JSL
Checked By:	RLW
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

SHEET
05 of 06

LINE	BEARING	LENGTH
L1	S 02°18'31" W	21.11'
L2	N 87°40'28" W	50.00'
L3	N 02°18'31" E	55.99'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	450.00	165.33	27°12'34"	N 37°19'27" E	271.25
C2	450.00	171.56	27°41'38"	N 16°10'19" E	164.18
C3	350.00	171.56	27°41'38"	N 14°58'53" W	282.28
C4	20.00	31.42	90°00'00"	S 74°02'42" W	27.80
C5	20.00	31.42	90°00'00"	N 75°01'07" E	282.28
C6	20.00	31.42	90°00'00"	S 18°11'25" E	24.55
C7	20.00	31.42	90°00'00"	S 02°15'25" W	41.84
C8	350.00	171.56	27°41'38"	S 02°15'25" W	41.84
C9	450.00	171.56	27°41'38"	S 22°55'00" W	51.23
C10	450.00	171.56	27°41'38"	S 22°55'00" W	51.23
C11	450.00	171.56	27°41'38"	S 26°15'55" E	24.55
C12	450.00	171.56	27°41'38"	N 12°23'03" E	66.07
C13	450.00	171.56	27°41'38"	N 42°40'28" W	161.82
C14	100.00	67.13	36°17'13"	N 42°40'28" W	161.82
C15	100.00	67.13	36°17'13"	N 54°17'44" E	93.88
C16	100.00	67.13	36°17'13"	N 54°17'44" E	93.88
C17	100.00	67.13	36°17'13"	N 42°40'28" W	282.28
C18	20.00	31.42	90°00'00"	N 42°40'28" W	282.28

APPENDIX Q-2. IMPERVIOUS COVER	Allowable Impervious Cover:	0% x WQITZ	0.00 Acres
	Impervious Cover Allowed at	.45% x NSA	6.73 Acres
	Impervious Cover Allowed at	283,324.33 sf	6.73 Acres
	Total Impervious Cover		
	Allowable Impervious Cover Breakdown By Slope Category:	0.43 x 10%	0.043 Acres
	Total Acreage 15-25%		
	Proposed Total Impervious Cover:	0 Acres	0%
	Impervious Cover in WQITZ	5.05 Acres	33%
	Impervious Cover in Uplands Zone	5.05 Acres	
	Total Proposed Impervious Cover		
	Proposed Impervious Cover on Slopes:		
	Buildings and Other	Driveways/ Roadways	% of
	Impervious Cover	Impervious Cover	Category
	(Acres)	(Acres)	(Acres)
	0-15%	3.38	1.66
	15-25%	0	0
	25-35%	0	0
	Over 35%	0	0
	Total Gross Site Area	15.426 Acres	
	Total Net Site Area	14.96 Acres	

LOT ASSUMED IMPERVIOUS COVER

S.F.=SQUARE FEET

BLOCK E	LOT	Area (S.F.)
BLOCK E	LOT 174	2,500 S.F.
	LOT 175	2,500 S.F.
	LOT 176	2,500 S.F.
	LOT 177	2,500 S.F.
	LOT 178	2,500 S.F.
	LOT 179	2,500 S.F.
	LOT 180	2,500 S.F.
	LOT 181	2,500 S.F.
	LOT 182	2,500 S.F.
	LOT 183	2,500 S.F.
LOT 184	2,500 S.F.	
LOT 185	2,500 S.F.	
BLOCK K	LOT 14	2,500 S.F.
	LOT 15	2,500 S.F.
	LOT 16	2,500 S.F.
	LOT 17	2,500 S.F.
	LOT 18	2,500 S.F.
	LOT 19	2,500 S.F.
	LOT 20	2,500 S.F.
	LOT 21	2,500 S.F.
	LOT 22	2,500 S.F.
	LOT 23	2,500 S.F.
LOT 24	2,500 S.F.	
LOT 25	2,500 S.F.	
BLOCK N	LOT 21	2,500 S.F.
	LOT 22	2,500 S.F.
	LOT 23	2,500 S.F.
	LOT 24	2,500 S.F.
	LOT 25	2,500 S.F.
	LOT 26	2,500 S.F.
	LOT 27	2,500 S.F.
	LOT 28	2,500 S.F.
	LOT 29	2,500 S.F.
	LOT 30	2,500 S.F.
LOT 31	2,500 S.F.	
LOT 32	2,500 S.F.	
LOT 33	2,500 S.F.	
LOT 34	2,500 S.F.	
LOT 35	2,500 S.F.	
LOT 36	2,500 S.F.	
LOT 37	2,500 S.F.	
LOT 38	2,500 S.F.	
LOT 39	2,500 S.F.	
BLOCK O	LOT 65	2,500 S.F.
	LOT 66	2,500 S.F.
	LOT 67	2,500 S.F.
	LOT 68	2,500 S.F.
	LOT 69	2,500 S.F.
	LOT 70	2,500 S.F.
	LOT 71	2,500 S.F.
	LOT 72	2,500 S.F.
	LOT 73	2,500 S.F.
	LOT 74	2,500 S.F.
LOT 75	2,500 S.F.	
LOT 76	2,500 S.F.	
LOT 77	2,500 S.F.	
LOT 78	2,500 S.F.	
LOT 79	2,500 S.F.	
LOT 80	2,500 S.F.	
LOT 81	2,500 S.F.	

TOTAL I.C. FOR ALL LOTS: 147,500 S.F.
ROADWAY IMPERVIOUS COVER: 82,937 S.F.

LOT AREA TABLE

S.F.=SQUARE FEET

BLOCK E	LOT	Area (S.F.)
BLOCK E	LOT 174	6,250 S.F.
	LOT 175	6,250 S.F.
	LOT 176	6,250 S.F.
	LOT 177	6,250 S.F.
	LOT 178	6,250 S.F.
	LOT 179	6,250 S.F.
	LOT 180	6,250 S.F.
	LOT 181	6,250 S.F.
	LOT 182	6,250 S.F.
	LOT 183	6,250 S.F.
LOT 184	6,250 S.F.	
LOT 185	7,035 S.F.	
BLOCK K	LOT 14	6,250 S.F.
	LOT 15	6,250 S.F.
	LOT 16	6,250 S.F.
	LOT 17	6,250 S.F.
	LOT 18	6,250 S.F.
	LOT 19	6,250 S.F.
	LOT 20	6,250 S.F.
	LOT 21	6,250 S.F.
	LOT 22	6,250 S.F.
	LOT 23	6,250 S.F.
LOT 24	6,250 S.F.	
LOT 25	7,414 S.F.	
BLOCK N	LOT 21	7,474 S.F.
	LOT 22	6,300 S.F.
	LOT 23	6,300 S.F.
	LOT 24	6,300 S.F.
	LOT 25	6,300 S.F.
	LOT 26	6,300 S.F.
	LOT 27	6,300 S.F.
	LOT 28	6,300 S.F.
	LOT 29	6,300 S.F.
	LOT 30	6,300 S.F.
LOT 31	6,300 S.F.	
LOT 32	6,300 S.F.	
LOT 33	6,300 S.F.	
LOT 34	6,300 S.F.	
LOT 35	6,300 S.F.	
LOT 36	6,304 S.F.	
LOT 37	7,902 S.F.	
LOT 38	8,199 S.F.	
LOT 39	7,371 S.F.	
BLOCK O	LOT 65	5,993 S.F.
	LOT 66	6,000 S.F.
	LOT 67	6,000 S.F.
	LOT 68	6,000 S.F.
	LOT 69	6,000 S.F.
	LOT 70	6,000 S.F.
	LOT 71	6,000 S.F.
	LOT 72	6,000 S.F.
	LOT 73	6,000 S.F.
	LOT 74	6,000 S.F.
LOT 75	6,000 S.F.	
LOT 76	6,000 S.F.	
LOT 77	6,000 S.F.	
LOT 78	6,000 S.F.	
LOT 79	6,000 S.F.	
LOT 80	6,000 S.F.	
LOT 81	181,079 S.F. (OPEN SPACE)	

C8J-00-2074.01.8A

FINAL PLAT
SECTION SIX-B
BRIARCREEK SUBDIVISION

Revision 4:	
Revision 3:	
Revision 2:	
Checked By: PLW	
Drawn By: JSL	
Scale (Sheet):	1"=100'
Date:	09/25/14
Job No.	
Sheet	06 of 06

- NOTES: (CONTINUED)
- PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SUD EASEMENTS.
 - PRIOR TO ADDITIONAL CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN AND TRAVIS COUNTY.
 - EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT IN ACCORDANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
 - BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH APPLICABLE CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
 - ELECTRIC SERVICE IS BEING PROVIDED BY BLUEBONNET ELECTRIC COOPERATIVE, INC.
 - FOR A MINIMUM TRAVEL DISTANCE OF 45 FEET FROM THE BROADWAY EDGE, DRIVEWAY GRASSES MAY EXCEED 14X ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.
 - BY APPROVING THIS PLAT THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER. ANY CHANGES TO THE CHANGING CIRCUMSTANCES OF THE CITY OF AUSTIN THAT MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
 - LANDOWNER IS RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING THE WATER AND WASTEWATER UTILITY IMPROVEMENTS TO SERVE EACH LOT.
 - THIS PROPERTY IS LOCATED WITHIN THE CITY OF AUSTIN'S 5 MILE ETJ.
 - ALL SIGNS SHALL COMPLY WITH THE CITY OF AUSTIN SIGN ORDINANCE.
 - PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE STREETS IN THE SUBDIVISION (GOLDEN VALLEY DRIVE, GREAT FALLS DRIVE, AND LAME BERRY DRIVE), AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO CONSTRUCT THE REQUIRED SIDEWALKS. ANY WITHDRAWAL OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
 - WATER QUALITY CONTROLS ARE REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
 - ALL STREETS ARE PUBLIC.
 - A 15' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL RIGHT-OF-WAY FOR THE ROADWAYS INCLUDED WITHIN THE BOUNDARY OF THIS PLAT.
 - NO STRUCTURES SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED, AND ACCEPTED BY THE CITY OF AUSTIN.
 - ALL STREETS, DRAINAGE, SIDEWALKS, EROSION CONTROLS AND WATER AND WASTEWATER UTILITY ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE AQA TEXAS WATER AND WASTEWATER UTILITY SYSTEM. WATER WILL BE SUPPLIED BY WHOLESALE AGREEMENT WITH MANWALLE WATER SUPPLY CORPORATION. ON-SITE WASTEWATER TREATMENT AND DISCHARGE, AS WELL AS PITAL DOMESTIC WATER SUPPLY, WILL BE PROVIDED BY AQA TEXAS, INC.
 - FOR REGULATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PERTAINING TO THIS SUBDIVISION, SEE PRIVATE INSTRUMENT RECORDED IN DOC NO. 2013218822 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
 - THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. SUBSEQUENT TO THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS, AND THE CITY OF AUSTIN RECORDED IN DOC NO. 2013218822 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO ACCOMMODATE THE CONSTRUCTION OF ALL LOTS IN THIS SUBDIVISION. THE SUBDIVIDER AGREES WITH THE TERMS OF THAT AGREEMENT FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION. SEE SEPARATE INSTRUMENT RECORDED IN DOC NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

- THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY DEPARTMENT. ALL IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AUSTIN DESIGN CRITERIA. THE LANDOWNER MUST PAY THE UTILITY CONSTRUCTION.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES MAY BE PLACED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF AUSTIN.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER AND HIS OR HER SUCCESSORS AND ASSIGNS.
- THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE SUBDIVIDER AGREES TO WAIVE ANY CLAIMS FOR REIMBURSEMENT THAT MAY ACCRUE TO HIM OR HER OR HIS OR HER SUCCESSORS AND ASSIGNS AS A RESULT OF THE CONSTRUCTION OF THE SUBDIVISION. THE SUBDIVIDER AGREES TO WAIVE ANY CLAIMS FOR REIMBURSEMENT THAT MAY ACCRUE TO HIM OR HER OR HIS OR HER SUCCESSORS AND ASSIGNS AS A RESULT OF THE CONSTRUCTION OF THE SUBDIVISION.

I, STEVEN RAY WILSON, BE AN APPROVED MAPPER THE LAWS OF THE STATE OF TEXAS TO PREPARE THE PROFESSIONAL ENGINEERING DRAWINGS AND CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE BOOK OF 2002, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE 0.23% FLOOD HAZARD ZONING DISTRICT ACCORDING TO THE 2013 FLOOD HAZARD ZONING MAP (FIRM) INSURANCE RATE MAP (FIRM) PANEL 484350048B, N. DATED SEPTEMBER 26, 2009, FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AHEAD.

DATE: 9/25/14

STEVEN RAY WILSON, P.E.
HARRISMAN PRITCHARD ENGINEERING, INC.
1833 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
(TELE) 512-459-4734 (FAX) 512-459-4752

I, J. SCOTT LASWELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM A SURVEYING STANDPOINT, IS COMPLETE AND COMPLIES WITH THE SURVEYING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE BOOK OF 2002, IS TRUE AND CORRECT AND PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION DURING JANUARY 2013.

J. SCOTT LASWELL
REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 5863
10700 PECAN PARK BLVD.
AUSTIN, TEXAS 78754
(TELE) 512.374.9722 (FAX) 512.873.9743

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT. ANY BRIDGES OR OVERCROSSINGS NECESSARY TO CROSS ANY WATERWAYS OR OTHER PUBLIC THROUGHWAYS SHOWN ON THIS PLAT, AND ALL BRIDGES AND OVERCROSSINGS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, AND OTHER PUBLIC THROUGHWAYS OR IN CONNECTION THEREWITH, IS THE LAND OWNER'S OBLIGATION TO CONSTRUCT AND MAINTAIN IN ACCORDANCE WITH THE SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS AND 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. THE COUNTY WILL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION. IT IS A CONTINUING OBLIGATION BRINGING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS TO MAINTAIN THE IMPROVEMENTS CONSTRUCTED AND TO REPAIR AND MAINTAIN THE IMPROVEMENTS THAT HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE INTERPRETATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR PLANS OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS
COUNTY OF TRAVIS
I, _____, CLERK OF SAID COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2014, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER THAT WAS DULY ENTERED IN THE MINUTES OF SAID COURT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE _____ DAY OF _____, 2014, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
I, _____, CLERK OF SAID COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2014, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER THAT WAS DULY ENTERED IN THE MINUTES OF SAID COURT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____, 2014, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS
I, _____, CLERK OF SAID COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2014, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER THAT WAS DULY ENTERED IN THE MINUTES OF SAID COURT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____, 2014, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS
I, _____, CLERK OF SAID COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2014, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER THAT WAS DULY ENTERED IN THE MINUTES OF SAID COURT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE _____ DAY OF _____, 2014, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS
I, _____, CLERK OF SAID COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2014, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER THAT WAS DULY ENTERED IN THE MINUTES OF SAID COURT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE _____ DAY OF _____, 2014, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF TRAVIS
I, _____, CLERK OF SAID COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2014, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER THAT WAS DULY ENTERED IN THE MINUTES OF SAID COURT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____, 2014, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

1. 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Continental Homes of Texas, L.P., (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 "Briarcreek Subdivision 6-B" (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: Continental Homes of Texas, L.P.
10700 Pecan Park Blvd., Ste. 400
Austin, Texas 78750
Attn: Justin Davis

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

By: Continental Homes of Texas, L.P.
Name: Richard N. Maier
Title: Vice-President
Authorized Representative
Date: 11/24/14

County Judge
Date:

by Richard N. Maier
V.R. #

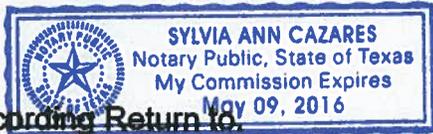
ACKNOWLEDGEMENT

STATE OF TEXAS

WILLIAMSON
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23 day of September 2014 by Richard Maier, in the capacity stated herein.

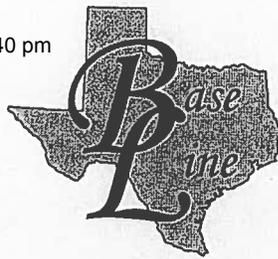
Sylvia Ann Cazares
Signature of Notary



After Recording Return to:

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

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY



Land Surveyors, Inc.

8333 Cross Park Drive

Austin, Texas 78754

Office: 512.374.9722

Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 15.426 ACRES OF LAND, SURVEYED BY BASELINE LAND SURVEYORS, INC. OUT OF THE WAYMON F. WELLS SURVEY NO. 36, ABSTRACT NO. 796, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 37.966 ACRE TRACT OF LAND CONVEYED TO CONTINENTAL HOMES OF TEXAS, L.P. BY DEED OF RECORD IN DOC. NO. 2014097851 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 28, Block Q, Briarcreek Subdivision, Section Four, a subdivision of record in Doc. No. 200400239 of the Official Public Records of Travis County, Texas, the southeast corner of Lame Deer Drive (50' R.O.W.) as dedicated by Briarcreek Subdivision, Section Four, and also being in the west line of said 37.966 acre tract;

THENCE North 03°09'02" East (record - North 03°09'02" East), along the west line of the 37.966 acre tract and the east line of said Lame Deer Drive, a distance of 50.01 feet (record - 50.01 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the southeast corner of Lot 1, Block N, Briarcreek Subdivision, Section Four, and the northeast corner of Lame Deer Drive;

THENCE along the west line of the 37.966 acre tract and the east line of said Block N, Briarcreek Subdivision, Section Four, the following four (4) courses:

1. North 03°09'02" East (record - North 03°09'02" East) a distance of 60.01 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 1, Block N, Briarcreek Subdivision, Section Four, and the southeast corner of Lot 2, Block N, Briarcreek Subdivision, Section Four;
2. North 15°49'44" East a distance of 105.88 feet (record - North 15°49'44" East a distance of 105.88 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 3, Block N, Briarcreek Subdivision, Section Four and the southeast corner of Lot 4, Block N, Briarcreek Subdivision, Section Four;
3. North 24°27'38" East a distance of 59.76 feet (record - North 24°27'38" East a distance of 59.76 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for an angle point in the east line of Lot 5, Block N, Briarcreek Subdivision, Section Four;
4. North 30°01'07" East a distance of 804.17 feet (record - North 30°01'07" East a distance of 804.17 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Lot 20, Block N, Briarcreek Subdivision, Section Four and the southeast corner of Golden Valley Drive (60.' R.O.W.) as dedicated by Briarcreek Subdivision, Section Four;

THENCE North 30°58'24" East (record - North 30°58'24" East), along the west line of the 37.966 acre tract and crossing said Golden Valley Drive, a distance of 60.01 feet (record – 60.01 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of Golden Valley Drive and the southeast corner of Lot 1, Block K, Briarcreek Subdivision, Section Four;

THENCE North 30°01'07" East (record - North 30°01'07" East), along the west line of the 37.966 acre tract, the east line of said Block K, Briarcreek Subdivision, Section Four, and along the east line of Block K, Briarcreek Subdivision, Section Five, a subdivision of record in Doc. No. 200600134 of the Official Public Records of Travis County, Texas a distance of 610.00 feet (record – 610.00 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northwest corner of the 37.966 acre tract, the southwest corner of Lot 13, Block K, Briarcreek Subdivision, Section Five, and being in the east line of Lot 12, Block K, Briarcreek Subdivision, Section Five;

THENCE South 59°58'53" East (record - South 59°58'53" East), along the north line of the 37.966 acre tract, the south line of said Lot 13, Block K, Briarcreek Subdivision, Section Five, the south line of Great Falls Drive (50' R.O.W.) as dedicated by Briarcreek Subdivision, Section Five, and along the south line of Lot 12, Block E, Briarcreek Subdivision, Section Five, a distance of 300.00 feet (record – 300.00 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the northeast corner of the 37.966 acre tract, the southeast corner of said Lot 12, Block E, Briarcreek Subdivision, Section Five and being in the west line of Lot 5, Block O, Briarcreek Subdivision, Section Five;

THENCE along the east line of the 37.966 acre tract and the west and south lines of said Lot 5, Block O, Briarcreek Subdivision, Section Five, the following two (2) courses:

1. South 30°01'07" West a distance of 604.90 feet (record - South 30°01'07" West a distance of 604.90 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the southwest corner of Lot 5, Block O, Briarcreek Subdivision, Section Five;
2. South 61°55'23" East a distance of 158.70 feet (record - South 61°55'23" East a distance of 158.70 feet) to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for the southeast corner of Lot 5, Block O, Briarcreek Subdivision, Section Five and being in the west line of a 195.169 acre tract of land conveyed to Nine Hidden Lake, LTD by instrument of record in Doc. No. 2000190761 of the Official Public Records of Travis County, Texas;

THENCE along the east line of the 37.966 acre tract and the west line of said 195.169 acre tract, the following four (4) courses:

1. South 29°46'35" West (record - South 29°45'06" West) a distance of 170.95 feet to a 1/2" iron rebar found;
2. South 29°36'24" West a distance of 282.02 feet (record - South 29°37'06" West a distance of 282.03 feet) to a 1/2" iron rebar found;
3. South 28°03'35" West a distance of 351.74 feet (record - South 28°01'27" West a distance of 351.74 feet) to a 1/2" iron rebar found;
4. South 27°18'03" West (record - South 27°16'06" West) a distance of 203.98 feet to a 1/2" iron rebar found, from which a 1/2" iron rebar found for an angle point in the east line of the

37.966 acre tract and the west line of the 195.169 acre tract, bears South 27°18'03" West (record - South 27°16'06" West) a distance of 507.59 feet;

THENCE crossing through the 37.966 acre tract the following six (6) courses:

1. North 62°43'54" West a distance of 135.27 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC."
2. North 87°40'29" West a distance of 120.00 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC.";
3. South 02°19'31" West a distance of 2.11 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC.";
4. North 87°40'29" West a distance of 50.00 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC." for a point of curvature;
5. Along a non-tangential curve to the left having a radius of 20.00 feet, an arc length of 31.42 feet, a delta angle of 90°00'00", and having a chord which bears North 42°40'29" West a distance of 28.28 feet to a 1/2" iron rebar set with plastic cap which reads "BASELINE INC.";
6. North 87°40'29" West a distance of 102.69 feet to the POINT OF BEGINNING.

This parcel contains 15.426 acres of land, more or less, out of the Waymon F. Wells Survey No. 36, Abstract No. 796 in Travis County, Texas.

Bearing Basis: West line of a remainder of the 635.095 acre tract of land conveyed to Bell/Nash-Rathgeber Joint Venture by deed of record in Volume 12958, Page 701 of the Real Property Records of Travis County, Texas, and being: North 26°36'14" West.

 9/29/14

J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



File: Baseline\Projects\ Briarcreek/Phase 6/Docs/F_Notes/Phase 6-B M&B.doc



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowling, Division Director Development Services
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: Avalon Phase 5B Final Plat - 23 Total Lots (Jakes Hill Road - City of Pflugerville ETJ); and
- B) A Subdivision Construction Agreement between Travis County and KM Avalon, Ltd. in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 23 total lots (21 single-family residential lots and 2 private open space lots) on 7.7 acres. There are 853 linear feet of public streets proposed with this final plat, which access Jakes Hill Road. Parkland fees in lieu of dedication have been satisfied with the City of Pflugerville through a development agreement. Water service to be provided by Manville Water Supply Corporation and the City of Pflugerville; wastewater service to be provided by the City of Pflugerville.

B) The applicant, KM Avalon, Ltd., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

The applicant has completed all infrastructure improvements under an Alternative Fiscal Agreement and is ready to record the plat. The plat was approved by the City of Pflugerville's Planning and Zoning Commission on October 6, 2014; TNR staff recommends approval of the final plat and construction agreement.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Subdivision Construction Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

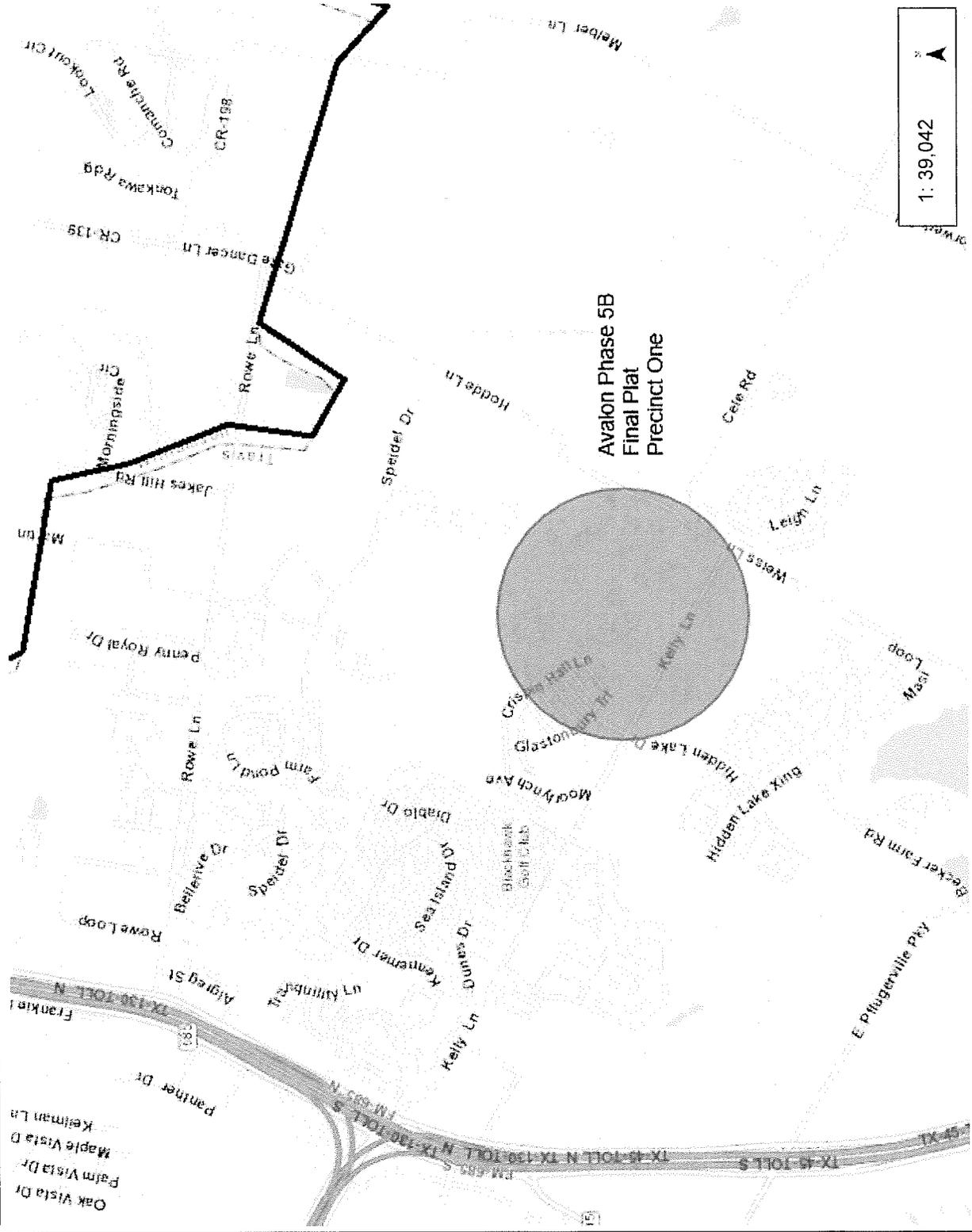
CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Avalon Ph 5B Final Plat

PRECINCT MAP

TRAVIS COUNTY

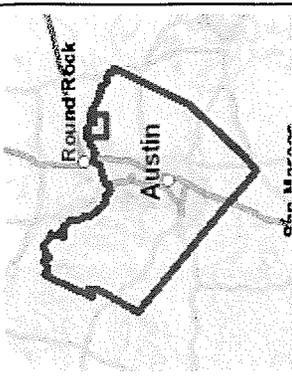


1: 39,042



Legend

Notes

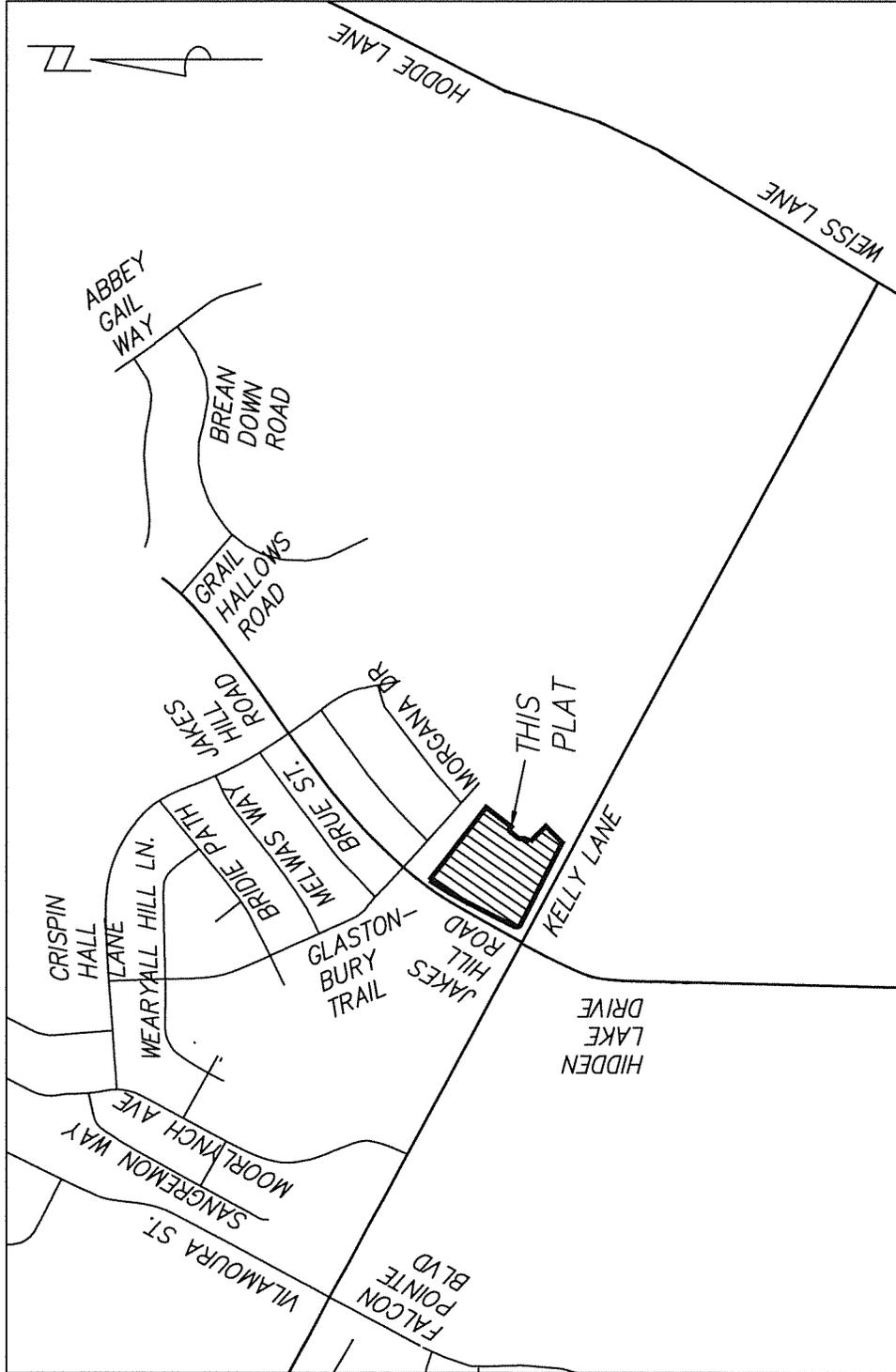


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1.2 0 0.62 1.2 Miles

WGS, 1984, Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

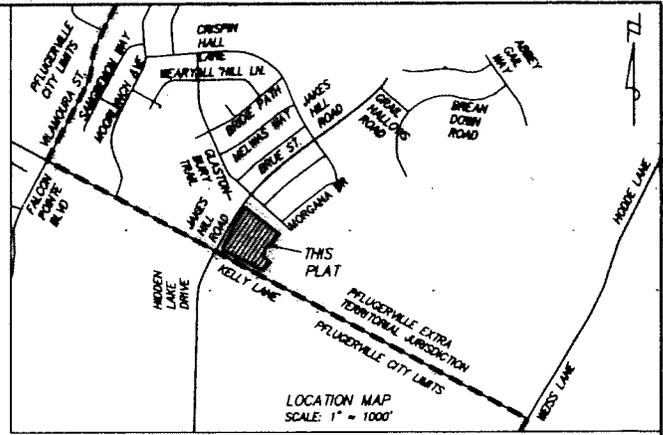


**AVALON 5B
LOCATION MAP**

DATE: OCT. 17, 2013 SCALE: 1"=1000'

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

PLAT OF
AVALON PHASE 5B
TRAVIS COUNTY, TEXAS



*TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOME BUYERS*

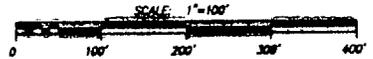
IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

DATE: AUGUST 18, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9284

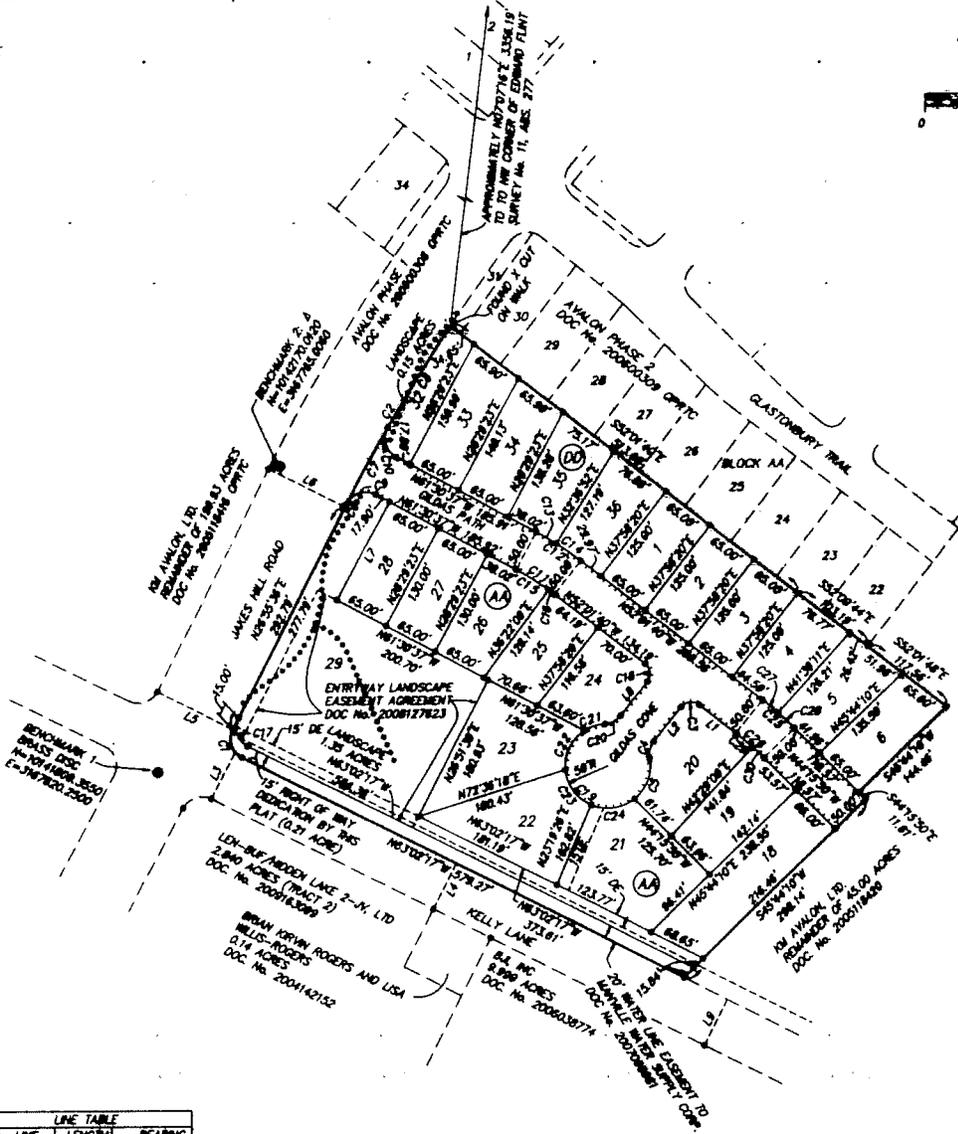
RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

FINAL PLAT OF
AVALON PHASE 5B
TRAVIS COUNTY, TEXAS



LOT AREA TABLE
(SQUARE FEET)

AA18	14,780
AA19	8,881
AA20	17,291
AA21	16,231
AA22	13,447
AA23	14,743
AA24	8,982
AA25	8,780
AA26	8,574
AA27	8,450
AA28	8,480
DD1	8,125
DD2	8,125
DD3	8,125
DD4	8,105
DD5	8,588
DD6	8,708
DD33	10,047
DD34	8,341
DD35	8,238
DD36	8,885



LINE TABLE

LINE	LENGTH	BEARING
L1	53.38'	N42°01'40"W
L2	51.47'	S37°28'20"W
L3	58.88'	N28°24'21"E
L4	60.33'	N28°27'43"E
L5	68.82'	N41°11'27"W
L6	68.81'	N41°01'27"W
L7	130.00'	N28°28'24"E
L8	51.47'	N37°28'20"E
L9	60.00'	N28°27'43"E

BENCH MARKS
BENCH MARK 1:
BRASS DISC FOUND IN THE SOUTH MEDIAN OF THE
INTERSECTION OF KELLY LANE AND JAMES HILL ROAD
ELEVATION = 656.58' NAVD
BENCH MARK 2:
TRIANGLE CUT ON THE BACK OF CLUMP
ELEVATION = 654.20' NAVD

BRIEF LEGAL DESCRIPTION:
7.70 ACRES OUT OF THE EDWARD FLINT SURVEY
No. 11, ABSTRACT No. 277, IN TRAVIS COUNTY,
TEXAS, BEING A PART OF THAT 44.89 ACRE TRACT
OF LAND GRANTED TO KM AVALON, LTD.,
RECORDED UNDER DOCUMENT No. 2005118415 OF
THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY,
TEXAS, PART OF THAT 45.00 ACRE TRACT OF
LAND GRANTED TO KM AVALON, RECORDED UNDER
DOCUMENT No. 2005118428 OF THE OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND
PART OF THAT 198.93 ACRE TRACT OF LAND
GRANTED TO KM AVALON, RECORDED UNDER
DOCUMENT No. 2005118416 OF THE OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEING	CHORD
C1	38.25	25.00	88°57'24"	N18°03'20"W	35.34
C2	248.84	1985.00	7°03'17"	N30°27'15"E	248.48
C3	23.36	15.00	80°50'00"	S62°58'20"W	21.21
C4	21.03	25.00	48°11'23"	S17°52'38"W	20.41
C5	53.85	50.00	61°38'24"	S20°58'20"W	51.30
C6	3.88	1985.00	0°06'32"	N28°28'24"E	3.88
C7	191.28	1985.00	2°54'31"	N28°28'24"E	191.27
C8	140.38	1985.00	4°01'54"	N31°57'27"E	140.35
C9	38.89	25.00	81°28'35"	N72°58'30"E	35.80
C10	38.89	25.00	81°27'37"	N72°58'30"E	35.80
C11	53.79	325.00	8°28'57"	N28°28'24"E	53.73
C12	62.88	375.00	8°28'57"	N28°28'24"E	61.89
C13	27.00	375.00	4°07'30"	N28°28'24"E	26.99
C14	35.07	375.00	5°21'27"	N28°28'24"E	35.05
C15	44.70	325.00	7°28'04"	N27°24'17"E	44.66
C16	8.89	325.00	1°38'11"	N27°24'17"E	8.89
C17	38.25	25.00	88°57'24"	N18°03'20"W	35.34
C18	23.36	15.00	80°50'00"	N27°01'40"W	21.21
C19	241.79	50.00	2°28'24"	N27°01'40"W	241.67
C20	21.03	25.00	48°11'23"	N28°04'21"E	20.41
C21	25.48	50.00	30°12'08"	N27°12'08"E	25.21
C22	53.85	50.00	61°38'24"	N28°28'24"E	51.37
C23	53.86	50.00	61°38'24"	N28°28'24"E	51.37
C24	53.86	50.00	61°38'24"	N28°28'24"E	51.37
C25	58.01	375.00	7°48'34"	N28°28'24"E	58.78
C26	44.04	325.00	7°48'34"	N28°28'24"E	44.01
C27	24.80	375.00	3°48'34"	N28°28'24"E	24.80
C28	26.72	375.00	4°24'38"	N28°28'24"E	26.72
C29	28.80	325.00	4°30'58"	N28°28'24"E	28.80
C30	18.44	325.00	3°15'21"	N28°28'24"E	18.43

SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL:	21	5.12
NON-RESIDENTIAL:	0	0.00
PRIVATE OPEN SPACE:	2	1.98
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	21	5.12
PREVIOUS RESIDENTIAL PHASES:	613	114.08
TOTAL RESIDENTIAL:	634	121.12
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	0	0.00
TOTAL PARKLAND REQUIRED PER COMPREHENSIVE DEV. AGREEMENT		
TOTAL PARKLAND DEDICATION TO DATE:	N/A	50.28

STREET SUMMARY:

	LINEAR FEET	ROW WIDTH
GLASS PATH	785'	50'
GLASS CURB	148'	50'
TOTAL	933'	

TOTAL AREA OF PLAT: 7.70 ACRES
21 SINGLE FAMILY LOTS
2 OPEN SPACE LOTS

PROPERTY OWNER & SUBDIVIDER:
KM AVALON, L.P.
BLAKE J. BRADGE, PRESIDENT
1911 N. LAMAR BLVD.
AUSTIN, TEXAS 78703

- LEGEND:
- DE DRAINAGE EASEMENT
 - FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH RJ SURVEYING CAP
 - CONCRETE MONUMENT
 - 4' SIDEWALK REQUIRED
 - 10' TRAIL REQUIRED
 - BLOCK NAME
 - BENCH MARK

DATE: AUGUST 18, 2014 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRANER LANE, AUSTIN, TEXAS 78753
(512) 836-4783 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRANER LANE, AUSTIN, TEXAS 78753
(512) 836-4783 FAX: (512) 836-4817

NO.	DATE	DESCRIPTION	BY
REVISIONS			

PLAT OF
AVALON PHASE 5B
TRAVIS COUNTY, TEXAS

GENERAL NOTES:

- THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
- 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. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OF HIS / HER ASSIGNS.
- THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
- SINGLE FAMILY SETBACKS SHALL BE AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE AS FOLLOWS:
FRONT: 25'
REAR: 20'
SIDE: 5'
STREET SIDE: 15'
- NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
- WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
- PARADELANE WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- 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.
- THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT No. 2008064285 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN GUIDELINES RECORDED IN DOCUMENT No. 2007012290 AND THE AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT No. 2009047703 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. UPON FINAL PLAT RECORDATION, A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE No. 1175-14-08-10.
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
- 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 ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- A 10 FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG STREET FRONTAGE.
- THIS SUBDIVISION IS SUBJECT TO TREE PRESERVATION AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
- THIS SUBDIVISION IS IN THE KELLY LANE W. C. I. D. No. 1.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- LOT 29, BLOCK AA AND LOT 32, BLOCK DD ARE RESTRICTED TO NON-RESIDENTIAL USES.
- LOT 29, BLOCK AA AND LOT 32, BLOCK DD WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- THE EXISTING TRAIL ALONG JAMES HILL ROAD, WITHIN LOT 29, BLOCK AA AND LOT 32, BLOCK DD IS FOR PUBLIC USE AND ACCESS AND WILL BE OWNED AND MAINTAINED BY THE KELLY LANE W. C. I. D. No. 1.

OWNER'S CERTIFICATION

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS
THAT KM AVALON, LTD., BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD PLAT SURVEY No. 11, ABSTRACT No. 277, DESCRIBED AS 44.89 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JULY 1, 2005 AND RECORDED UNDER DOCUMENT No. 2005118415 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, 45.80 ACRES IN A SPECIAL WARRANTY DEED TO KM AVALON, LTD DATED JULY 1, 2005 AND RECORDED UNDER DOCUMENT No. 2008118420 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND 189.83 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JULY 1, 2005 AND RECORDED UNDER DOCUMENT No. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DOES HEREBY SUBDIVIDE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 7.70 ACRES TO BE KNOWN AS AVALON PHASE 5B IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND ALL PUBLIC EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS 16th DAY OF October 2014

BLAKE J. MAGEE, PRESIDENT
KM AVALON, LTD.
1011 N. LAMAR BLVD.
AUSTIN, TEXAS 78703

ACKNOWLEDGMENT:

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE J. MAGEE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th DAY OF October 2014

SEAL
Karen R. Ayers
Notary Public, State of Texas
My Commission Expires
May 15, 2018

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL No. 48453C0280M, EFFECTIVE DATE SEPTEMBER 28, 2008, FOR TRAVIS COUNTY, TEXAS.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R. BRENT JONES
9/29/14
LICENSED PROFESSIONAL ENGINEER No. 92671
STATE OF TEXAS



THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS
THAT I, J. KENNETH WEIGAND, 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 HEREON.

J. Kenneth Weigand
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5741
STATE OF TEXAS



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

BY: _____
CHAIR

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

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:
KAREN THOMPSON, CITY SECRETARY

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 THE LAWS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR PLACING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, 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 DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

I, DANA DEBEAUVOR, 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 OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____ 20____ A. D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

DATE: AUGUST 18, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
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(512) 838-4783 FAX: (512) 838-4817

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between KM Avalon, 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 "Avalon Phase 5B" (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: KM Avalon, Ltd.
 1011 N. Lamar
 Austin, TX 78703

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

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

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

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

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

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

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

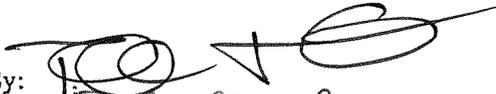
This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date: 9/17/13

By: 
Name: Blake Magee
Title: President
Authorized Representative
Date: 9/17/13

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, September 17, 2013, by Blake Magee, in the capacity stated herein.

Signature of Notary



After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767



5.95 Acres – Avalon Phase 5B

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, BEING A PART OF THAT 44.99 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT No. 2005118415 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a cross cut found in the East Line of Jakes Hill Road (a right of way 100 feet wide) as shown on the plat of Avalon Phase 1, according to the plat thereof recorded in Document No. 200600308 of the Official Public Records of Travis County, Texas, the same being the Southwest Corner of Lot 31, Block AA, Avalon Phase 2, according to the plat thereof recorded in Document No. 200600309 of the Official Public Records of Travis County, Texas;

THENCE S.52°01'40"E. along the South Line of Lots 23 to 31, Block AA, Avalon Phase 2 a distance of 513.68 feet to a 1/2" iron rod set;

THENCE departing said South Line and crossing the said 44.99 Acre Tract the following eight courses:

1. S.37°58'20"W. a distance of 175.00 feet to a 1/2" iron rod set;
2. N.52°01'40"W. a distance of 10.79 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
3. Westerly, along the arc of said curve to the left a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00", and a chord bearing S.82°58'20"W., 21.21 feet to a 1/2" iron rod set;
4. S.37°58'20"W. a distance of 51.47 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
5. Southerly, along the arc of said curve to the left a distance of 21.03 feet, said curve having a radius of 25.00 feet, a central angle of 48°11'23", and a chord bearing S.13°52'38"W., 20.41 feet to a 1/2" iron rod set at a point of reverse curvature of a curve to the right ;
6. Southerly, along the arc of said curve a distance of 53.86 feet, said curve having a radius of 50.00 feet, a central angle of 61°43'24", and a chord bearing S.20°38'39"W., 51.30 feet to a 1/2" iron rod set;
7. S.44°15'50"E. a distance of 125.70 feet to a 1/2" iron rod set;
8. S.45°44'10"W. a distance of 128.10 feet to a 1/2" iron rod set in the South Line of the said 44.99 Acre Tract and the North Line of Kelly Lane;

THENCE N.63°02'17"W., along said South Line a distance of 510.62 feet to a 1/2" iron rod set in the said East Line of Jakes Hill Road and to a point of curvature of a curve to the right;

THENCE along said East Line the following three courses:

1. Northerly, along the arc of said curve to the right a distance of 39.25 feet, said curve having a radius of 25.00 feet, a central angle of 89°57'54", and a chord bearing N.18°03'20"W., 35.34 feet to a 1/2" iron rod set;

5.95 Acres – Avalon Phase 5B

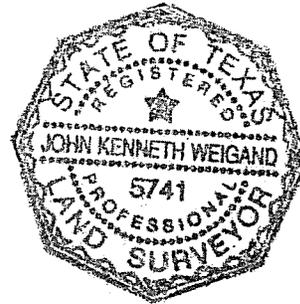
2. N.26°55'36"E. a distance of 292.79 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Northeasterly, along the arc of said curve to the right a distance of 245.64 feet, said curve having a radius of 1995.00 feet, a central angle of 07°03'17", and a chord bearing N.30°27'15"E., 245.49 feet, to the said Point of Beginning.

Containing 5.95 acres, more or less, as shown on the plat prepared to accompany this description.

J. Kenneth Weigand Sept. 12, 2013

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

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



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin / Division Director Development Services
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: Avalon Phase 8A Final Plat - 84 total Lots (Moorlynch Avenue - City of Pflugerville ETJ); and
- B) A Subdivision Construction Agreement between Travis County and KM Avalon, Ltd. in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 84 total lots (80 single-family residential lots and 4 open space and drainage easement lots) on 34.1 acres. There are 3,681 linear feet of public streets proposed with this final plat, which access Moorlynch Avenue. Parkland fees in lieu of dedication have been satisfied with the City of Pflugerville through a development agreement. Water service to be provided by Manville Water Supply Corporation and the City of Pflugerville; wastewater service to be provided by the City of Pflugerville.

B) The applicant, KM Avalon, Ltd., wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

The applicant is currently utilizing an Alternative Fiscal Agreement through Travis County to construct infrastructure improvements and has recently posted the remaining fiscal security. Now that the county has received an amount totalling full fiscal security (\$1,169,185.18) and the plat has been approved by the City of Pflugerville's Planning and Zoning Commission on October 6, 2014, TNR staff recommends approval of the final plat and construction agreement.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by any adjacent property owners nor registered any interested parties for this application.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Subdivision Construction Agreement

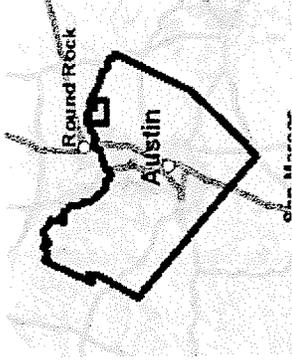
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:mh

1101 - Development Services Long Range Planning- Avalon Ph 8A Final Plat

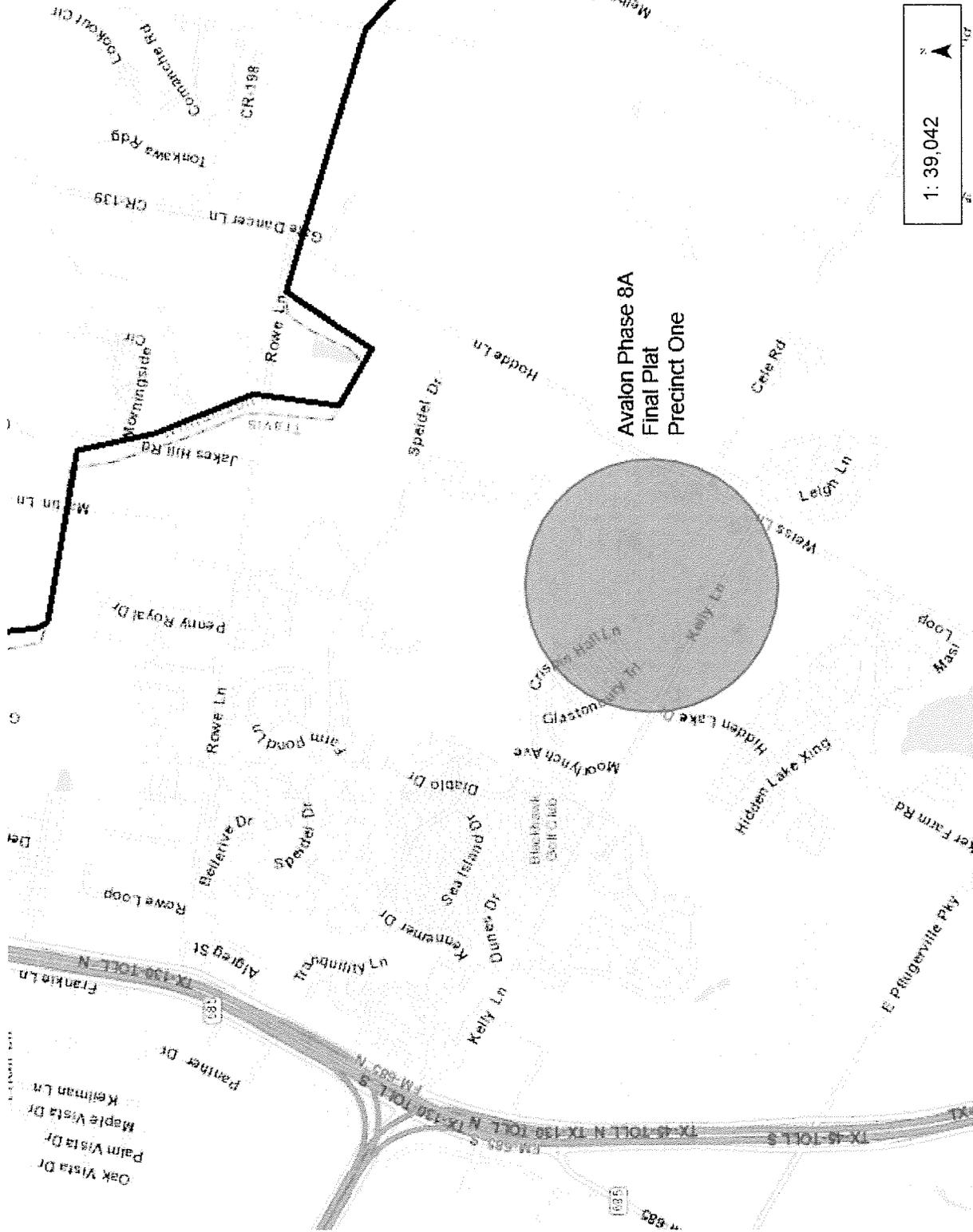


Legend

Notes

PRECINCT MAP

TRAVIS COUNTY



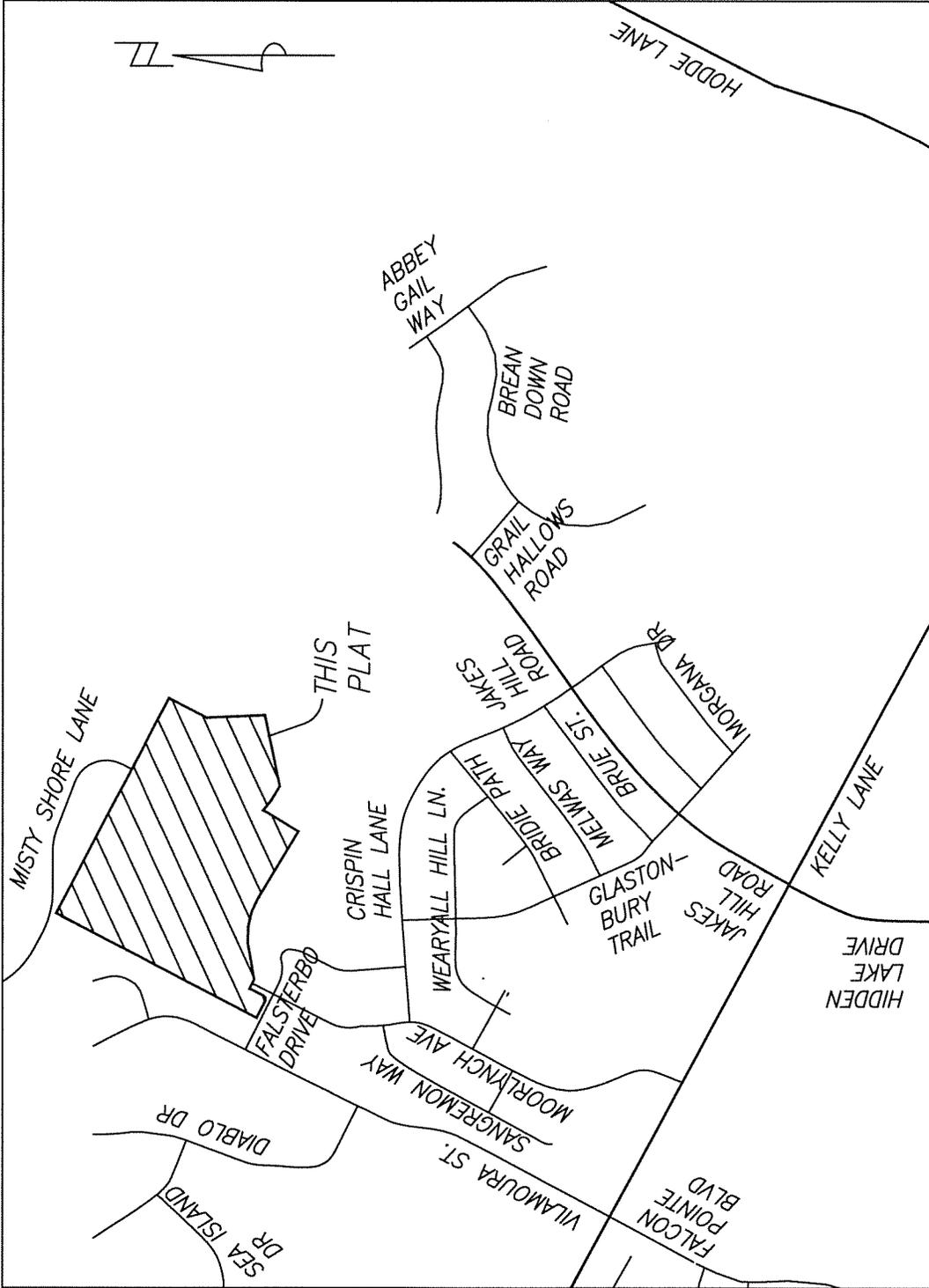
**Avalon Phase 8A
Final Plat
Precinct One**

1: 39,042



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

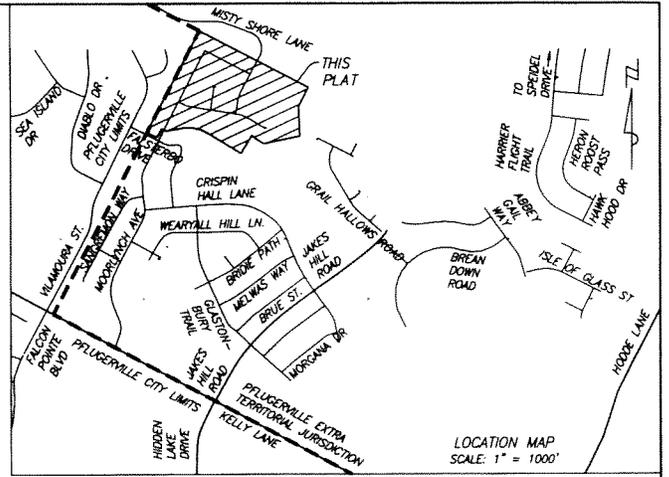


**AVALON 8A
LOCATION MAP**

DATE: NOV. 26, 2013 SCALE: 1"=1000'

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

PLAT OF
AVALON PHASE 8A
TRAVIS COUNTY, TEXAS



TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

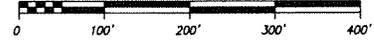
DATE: AUGUST 25, 2014

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.
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FINAL PLAT OF
AVALON PHASE 8A
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'



LEGEND:

- DE DRAINAGE EASEMENT
- OS OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- MWE WASTEWATER EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- BENCH MARK
- 4' SIDEWALK REQUIRED
- 10' TRAIL
- (K) BLOCK NAME
- 1% ANNUAL CHANCE FLOODPLAIN
- LIMITS 0.2% ANNUAL CHANCE FLOODPLAIN
- BASE FLOOD ELEVATION

BENCH MARKS
BENCH MARK 1:
SQUARE CUT ON THE BACK OF CURB
ELEVATION = 669.32' NAVD
BENCH MARK 2:
TRIANGLE CUT ON THE BACK OF CURB
ELEVATION = 654.10' NAVD

DETAIL
SCALE: 1" = 50'



SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL:	80	17.02
NON-RESIDENTIAL:	0	0.00
PRIVATE OPEN SPACE:	0	0.00
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	80	17.02
PREVIOUS RESIDENTIAL PHASES:	634	121.12
TOTAL RESIDENTIAL:	714	138.14
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	3	12.17
TOTAL PARKLAND REQUIRED: PER COMPREHENSIVE DEV. AGREEMENT		
TOTAL PARKLAND DEDICATION TO DATE:	N/A	62.43

TOTAL AREA OF PLAT: 34.10 ACRES
80 SINGLE FAMILY LOTS
4 OPEN SPACE & DE LOTS

PROPERTY OWNERS & SUBDIVIDERS:

KM AVALON, LTD.
BLAKE J. MAGEE, PRESIDENT
1011 N. LAMAR BLVD.
AUSTIN, TEXAS 78703

CHESSMAN HOMES AUSTIN, LTD.
450 GEARS ROAD, SUITE 400
HOUSTON, TX 77067

BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL
DISTRICT
13.451 ACRES
DOCUMENT No. 2008085044 OPRTC

DATE: AUGUST 25, 2014

SCALE: 1" = 100'

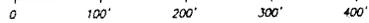
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(512) 836-4793 FAX: (512) 836-4817

No.	DATE	REVISION	BY

FINAL PLAT OF
AVALON PHASE 8A
TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

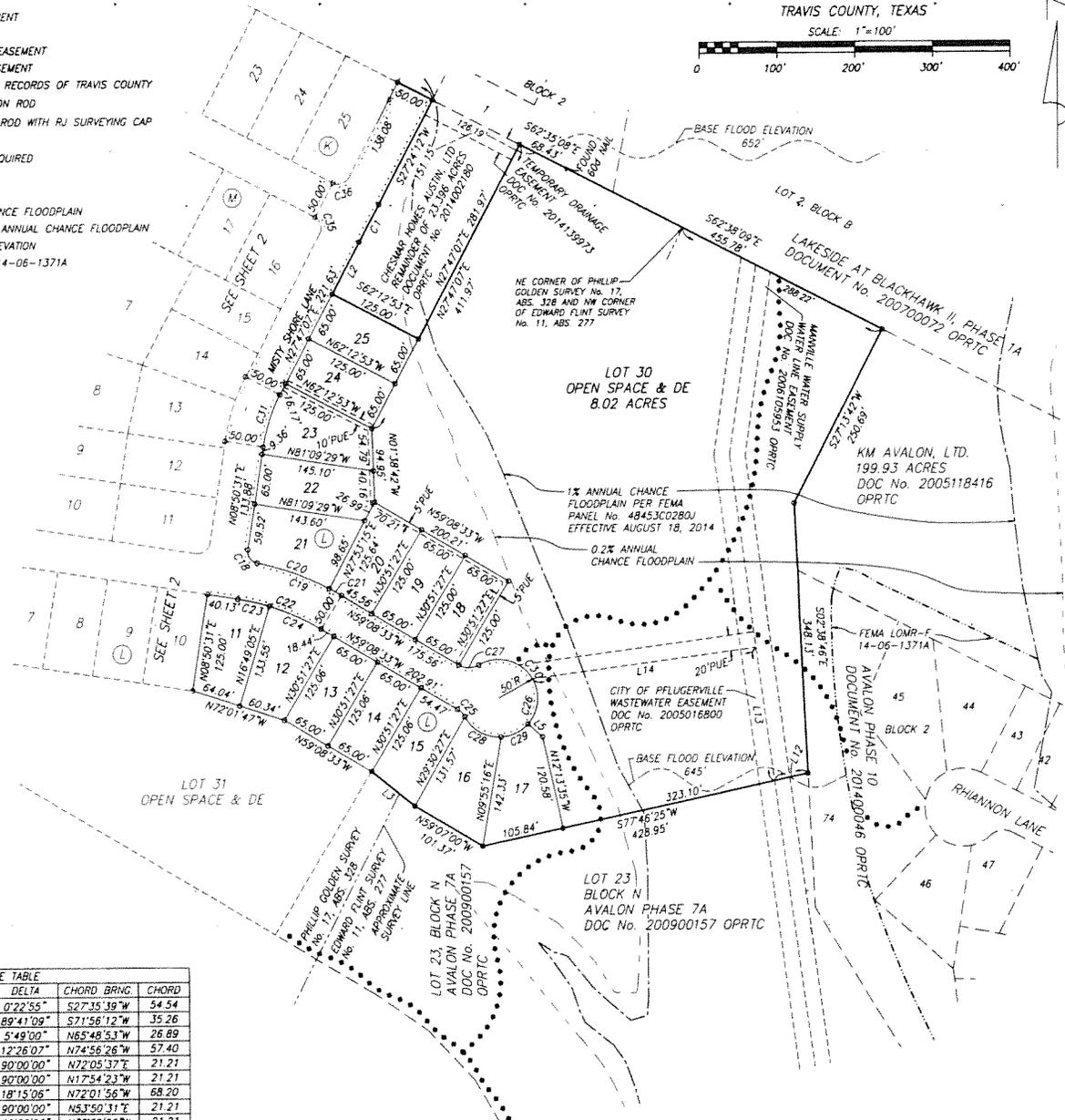


LEGEND:

- DE DRAINAGE EASEMENT
- OS OPEN SPACE
- PUE PUBLIC UTILITY EASEMENT
- WWE WASTEWATER EASEMENT
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- BENCH MARK
- 4' SIDEWALK REQUIRED
- 10' TRAIL
- (K) BLOCK NAME
- 1% ANNUAL CHANCE FLOODPLAIN
- LIMITS OF 0.2% ANNUAL CHANCE FLOODPLAIN
- BASE FLOOD ELEVATION
- FEMA LOUW-F 14-06-1371A

FINISHED FLOOR ELEVATIONS:

LOT No.	BLOCK	ELEVATION
1	L	668.84'
2	L	656.97'
3	L	665.90'
4	L	664.60'
5	L	663.30'
6	L	662.00'
7	L	660.70'
8	L	659.40'
9	L	658.10'
10	L	657.15'
11	L	656.37'
12	L	655.33'
13	L	653.94'
14	L	653.03'
15	L	652.11'
16	L	651.08'
17	L	650.32'
18	L	652.65'
19	L	653.56'
20	L	654.44'
21	L	655.64'
22	L	656.52'
23	L	656.15'
24	L	655.67'
25	L	655.34'



BRIEF LEGAL DESCRIPTION:
34.10 ACRES OUT OF THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, BEING A PART OF THAT 199.93 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT No. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND PART OF THAT 23.396 ACRE TRACT OF LAND CONVEYED TO CHESMAR HOMES AUSTIN, LTD BY DEED RECORDED IN DOCUMENT No. 20140002180 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LOT AREA TABLE (SQUARE FEET)

K1	8,870	L1	10,175	M1	11,531
K2	9,068	L2	9,328	M2	9,423
K3	9,102	L3	8,125	M3	8,852
K4	9,103	L4	8,125	M4	11,483
K5	9,103	L5	8,125	M5	16,760
K6	9,104	L6	8,125	M6	12,409
K7	9,104	L7	8,125	M7	14,096
K8	9,104	L8	8,125	M8	10,963
K9	9,105	L9	8,125	M9	8,125
K10	9,105	L10	8,125	M10	9,327
K11	9,106	L11	9,464	M11	9,327
K12	9,106	L12	9,925	M12	8,125
K13	9,107	L13	8,129	M13	9,592
K14	9,107	L14	8,129	M14	9,250
K15	9,560	L15	8,934	M15	8,125
K16	15,261	L16	9,981	M16	10,075
K17	8,199	L17	10,468	M17	8,500
K18	8,102	L18	8,125	M18	8,500
K19	8,150	L19	8,125	M19	8,500
K20	8,177	L20	8,333	M20	8,500
K21	8,204	L21	10,432	M21	8,594
K22	8,232	L22	9,550	M22	9,989
K23	8,259	L23	10,146	M23	8,125
K24	8,286	L24	8,125	M24	8,125
K25	9,622	L25	8,125	M25	8,125
				M26	8,125
				M27	8,348
				M28	8,965
				M29	9,755
				M30	13,926

STREET SUMMARY:

STREET	LINEAR FEET	ROW WIDTH
MOORHYNCH AVENUE	1050	50'
BURCOTT WILL ROAD	598	50'
CHAUCE WELLS DRIVE	1078	50'
CHAUCE WELLS PLACE	2559	50'
MISTY SHORE LANE	680	50'
TOTAL	3681	

LINE TABLE

LINE	BEARING	LENGTH
L1	N28°47'41"E	35.93
L2	S27°47'07"W	75.46
L3	N51°01'50"W	71.16
L4	N62°54'23"W	60.00
L5	N48°19'06"W	25.00
L6	N21°04'46"E	65.36
L7	N62°54'23"W	33.14
L8	N21°04'46"E	8.89
L9	N21°04'46"E	56.47
L10	N27°05'37"E	65.00
L11	N62°54'23"W	33.14
L12	N77°46'26"E	43.82
L13	N07°37'31"W	173.51
L14	N82°22'29"E	290.64

DATE: AUGUST 25, 2014

SCALE: 1"=100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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(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

FINAL PHASE OF
AVALON PHASE 8A
TRAVIS COUNTY, TEXAS

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

BY: _____
THOMAS ANKER, CHAIR

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

BY: _____
EMILY BARRON, 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: _____
EMILY BARRON, PLANNING DIRECTOR

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 ENDING UPON THE OWNERS AND THEIR SUCCESSORS' AND ASSIGNS UNTIL
THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY
OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO
COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE
SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS
AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL
STREET NAME SIGNS OR ERRECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP
SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S
CONSTRUCTION.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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

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

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

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: NOVEMBER 28, 2013

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

GENERAL NOTES:

- THIS PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
- 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.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS / HER ASSIGNS.
- THE PROPERTY OWNER OR HIS / HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF PFLUGERVILLE AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- FOUR FOOT (4') SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS AND SIDEWALK RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED AT ALL STREET INTERSECTIONS.
- NOTE DELETED.
- NO SINGLE FAMILY LOT SHALL BE LESS THAN 6,000 SQUARE FEET IN AREA AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- WATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. (WHOLESALE) AND THE CITY OF PFLUGERVILLE (RETAIL).
- WASTEWATER SERVICE TO THE SUBDIVISION WILL BE PROVIDED BY THE CITY OF PFLUGERVILLE.
- PARKLAND WILL BE DEDICATED PER THE REQUIREMENTS OF THE COMPREHENSIVE AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE.
- 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.
- THIS PROPERTY IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 200804285 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 2007012260 AND THE AMENDMENT TO THE DESIGN GUIDELINES RECORDED IN DOCUMENT NO. 2008047703 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. UPON FINAL PLAT RECORDATION, A NOTICE OF APPLICABILITY FOR THIS PLAT WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WASTEWATER SERVICE SHALL BE AT THE RATE ESTABLISHED IN PFLUGERVILLE ORDINANCE NO. 891-07-06-26.
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2 YEAR, 10 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
- 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 ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN GUIDELINES.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS A 10 FOOT PUE SHALL BE DEDICATED ALONG STREET FRONTAGE.
- THIS SUBDIVISION IS SUBJECT TO THREE PRESCRIPTIONS AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE DATED MAY 2008.
- THIS SUBDIVISION IS IN THE KELLY LANE W.C.L.D. No. 1.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
- LOT 26 AND 27, BLOCK K AND LOTS 30 AND 31 BLOCK L ARE RESTRICTED TO HIGH-RESIDENTIAL USES AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR KELLY LANE W.C.L.D. No. 1.
- THE TRAIL WITHIN LOTS 30 AND 31, BLOCK L IS FOR PUBLIC USE AND ACCESS AND SHALL BE OWNED AND MAINTAINED BY THE KELLY LANE W.C.L.D. No. 1.
- SINGLE FAMILY SETBACKS SHALL BE AS STATED IN THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN KM KELLY LANE AND THE CITY OF PFLUGERVILLE AS FOLLOWS:
FRONT: 25'
REAR: 20'
SIDE: 5'
STREET SIDE: 15'

OWNER'S CERTIFICATION

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

THAT KM AVALON, LTD., BLAKE J. MAGEE, PRESIDENT, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277 AND THE PHILIP GOLDEN SURVEY No. 17, ABSTRACT No. 328, DESCRIBED AS 199.93 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO KM AVALON, LTD., DATED JUNE 30, 2008 AND RECORDED UNDER DOCUMENT NO. 2005118418, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

AND THAT CHESMAR HOMES AUSTIN, LTD., A TEXAS LIMITED PARTNERSHIP, BEING THE OWNER OF A TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277 AND THE PHILIP GOLDEN SURVEY No. 17, ABSTRACT No. 328, DESCRIBED AS 23.306 ACRES IN A SPECIAL WARRANTY DEED GRANTED TO CHESMAR HOMES AUSTIN, LTD., A TEXAS LIMITED PARTNERSHIP, DATED JANUARY 7, 2014 AND RECORDED UNDER DOCUMENT NO. 2014002180, IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

DO HEREBY SUBSCRIBE, IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, 34.91 ACRES TO BE KNOWN AS AVALON PHASE 8 IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS 15th DAY OF July, 2014

BLAKE J. MAGEE
KM AVALON, LTD.
1011 N. LAMAR BLVD.
AUSTIN, TEXAS 78703

San Chandler

CHESMAR HOMES, AUSTIN, LTD.,
A TEXAS LIMITED PARTNERSHIP

ACKNOWLEDGMENT:

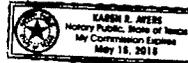
STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
BLAKE J. MAGEE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE
SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF
July, 2014

SEAL

Kim R. Jones
NOTARY PUBLIC, STATE OF TEXAS



ACKNOWLEDGMENT:

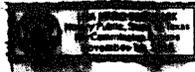
STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
San Chandler, KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO
ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN
EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF
July, 2014

SEAL

San Chandler
NOTARY PUBLIC, STATE OF TEXAS



A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS
SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD
INSURANCE RATE MAP (FIRM) PANEL NO. 48453C02804, EFFECTIVE DATE 08/08/07,
2012, FOR TRAVIS COUNTY, TEXAS.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO
PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS
FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE.

R.B. Jones 3/25/14
R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER No. 92671
STATE OF TEXAS



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, J. KENNETH WEGAND, 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 HERETO.

J. Kenneth Wegand Mar. 20, 2014
J. KENNETH WEGAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741
STATE OF TEXAS



§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between KM AVALON, 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 "Avalon Phase 8A" (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: KM Avalon, LTD.
1011 N. Lamar Blvd.
Austin TX 78703

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

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

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

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

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

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

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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge

Date:

By: 
Name: Blake Magee
Title: President
Authorized Representative
Date: 10/29/13

ACKNOWLEDGEMENT

STATE OF TEXAS

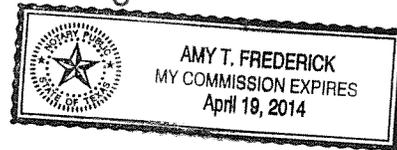
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, ^{29th} October, 2013, by Blake Magee, in the capacity stated herein.

Signature of Notary



After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767



34.91 Acres - Avalon Phase 8

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE PHILLIP GOLDEN SURVEY No. 17, ABSTRACT No. 328 AND THE EDWARD FLINT SURVEY No. 11, ABSTRACT No. 277, BEING A PART OF THAT 199.93 ACRE TRACT OF LAND CONVEYED TO KM AVALON, LTD., BY DEED RECORDED IN DOCUMENT No. 2005118416 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the West Line of the said 199.93 Acre Tract and in the North Line of Falsterbo Drive (a right of way 50 feet wide) as shown on the plat of Fairways of Blackhawk Phase IV, according to the plat thereof recorded in Document No. 200200058 of the Official Public Records of Travis County, Texas, at the Southeast Corner of Lot 32, Block F, of the said plat of Fairways of Blackhawk Phase IV

THENCE N.27°05'17"E. along the West Line of the said 199.93 Acre Tract and the East Line of said plat of Fairways of Blackhawk Phase IV a distance of 1307.28 feet to a nail in a fence post found at the Northeast Corner of Lot 18, Block F ;

THENCE N.28°47'41"E. along said West Line a distance of 35.93 feet to a 1/2" iron rod found at the Northwest Corner of the said 199.93 Acre Tract and the Southwest Corner of Lot 7, Block 1, Lakeside at Blackhawk Section 3, according to the plat thereof recorded in Document No. 201300006 of the Official Public Records of Travis County, Texas;

THENCE S.62°35'08"E. along the North Line of said 199.93 Acre Tract and the South Line of the said Plat of Lakeside at Blackhawk Section a distance of 982.43 feet to a nail found;

THENCE S.62°38'09"E. at (at approximately 67 feet pass the Southeast Corner of said plat of Lakeside at Blackhawk Section 3 and continue along the South Line of Lot 2, Block B, Lakeside at Blackhawk II, Phase 1A, according to the plat thereof recorded in Document No. 200700072 of the Official Public Records of Travis County, Texas) in all a distance of 455.78 feet to a 1/2" iron rod set;

THENCE across the said 199.93 Acre Tract the following two courses:

1. S.27°13'42"W. a distance of 250.69 feet to a 1/2" iron rod set;
2. S.02°38'46"E. a distance of 348.13 feet to a 1/2" iron rod found at the Northeast Corner of Lot 23, Block N, Avalon Phase 7A, according to the plat thereof recorded in Document No. 200900157 of the Official Public Records of Travis County, Texas;

THENCE along the North Line of said Lot 23 the following three courses:

1. S.77°46'25"W. a distance of 428.95 feet to a 1/2" iron rod found;
2. N.59°07'00"W. a distance of 101.37 feet to a 1/2" iron rod found;
3. N.51°01'50"W. a distance of 71.16 feet to a 1/2" iron rod found at the Northwest Corner of said Lot 23.

THENCE S.30°51'22"W. along the Northwesterly Line of said Lot 23 a distance of 243.93 feet to a 1/2" iron rod found at the West Corner of said Lot 23 and to a point in the Northerly Line of that 13.451 Acre Tract of Land conveyed to the Board of Trustees of the Pflugerville Independent School District by deed recorded in Document No. 2008085044 of the Official Public Records of Travis County, Texas;

THENCE along said Northerly Line the following two courses:

1. N.59°09'16"W. a distance of 459.93 feet to a 1/2" iron rod found;

34.91 Acres - Avalon Phase 8

2. N.64°46'51"W. a distance of 90.36 feet to a 1/2" iron rod found at the Northwest Corner of said 13.451 Acre Tract and the Northeast Corner of Lot 13, Block N, Avalon Phase 7B, according to the plat thereof recorded in Document No. 201300111 of the Official Public Records of Travis County, Texas ;

THENCE along the North Line of Lots 13, 14, 15 and 16, Block N, Avalon Phase 7B the following three courses:

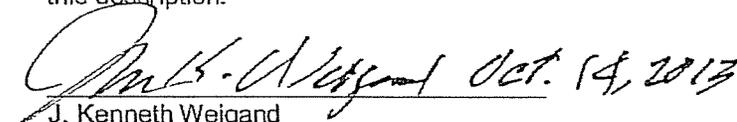
1. N.77°18'18"W. a distance of 93.02 feet to a 1/2" iron rod set;
2. N.89°30'07"W. a distance of 93.15 feet to a 1/2" iron rod set;
3. S.79°41'54"W. a distance of 220.22 feet to a 1/2" iron rod set at the Northwest Corner of said Lot 16 and the Northeast Corner of the right of way for Moorlynch Avenue as shown on the said plat of Avalon Phase 7B;

THENCE along the North and West Lines of said Moorlynch Avenue the following three courses:

1. N.62°54'23"W. a distance of 60.00 feet to a 1/2" iron rod set;
2. S.27°05'37"W. a distance of 91.68 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Westerly, along the arc of said curve to the right a distance of 39.13 feet, said curve having a radius of 25.00 feet, a central angle of 89°41'09", and a chord bearing S.71°56'12"W., 35.26 feet to a 1/2" iron rod said in the said North Line of Falsterbo Drive;

THENCE N.63°13'14"W. along said North Line a distance of 110.14 feet to the said Point of Beginning.

Containing 34.91 acres, more or less as shown on the survey drawing prepared to accompany this description.


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

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



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619

Division Director/Manager: Stacey Scheffel, Permits Program Manager

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Notify the Court on the satisfactory completion of construction of the private streets within Spanish Oaks, Section XI - a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Spanish Oaks, Section XI was recorded on July 3, 2013 at Document #201300132. All items required for Approval of Construction have been received, including the documents showing that this subdivision was added to the Declaration of Covenants, Conditions, and Restrictions (DCCRs) as recorded at Document #2013125700 in the Official Public Records of Travis County, Texas. These DCCRs show that there is a body in place to take over maintenance of the private streets.

STAFF RECOMMENDATIONS:

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(3)] adopted by Travis County Commissioners Court August 28, 1997, the County Executive will notify the Commissioners Court of the satisfactory construction of private improvements. Upon approval of the private improvements, the County Executive will release the security for the private improvements. TNR recommends approval of this item.

ISSUES AND OPPORTUNITIES:

Fiscal will be reduced to \$68,947.75 at the request of the Travis County Environmental Department until the proper amount of permanent vegetation has been established.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Construction Acceptance Letter
Requirements List
Maps



TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE
-PRIVATE STREET SUBDIVISION

DATE: July 31, 2014

TO: Developer
SYNCHRO REALTY, L.L.C.
13453 Highway 71 West
Bee Cave, TX 78738

Engineer
AECOM Technical Services, Inc.
400 West 15th St, Suite 500
Austin, TX 78701

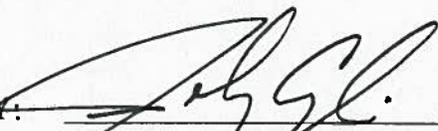
SUBJECT: Spanish Oaks, Section XI

Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the Homeowners Association for maintenance.

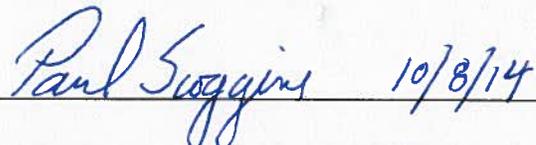
When the Developer has furnished to Travis County all of the documents in the "Requirements for Approval of Construction – Private Street Subdivisions" (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY: 

TNR Construction Inspector – Johnny Anglin

 10/8/14

Engineering Specialist – Paul Scoggins

TRANSPORTATION AND NATURAL RESOURCES

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



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

CONDITIONAL CONSTRUCTION APPROVAL

SITE PLAN PERMIT # 07-2444

DATE: 07/09/2014

TO:
SYNCHRO REALTY, L.L.C.
13453 Hwy 71 W.
Bee Cave, TX. 78738
(512) 533-2326

SUBJECT: Spanish Oaks Section XI

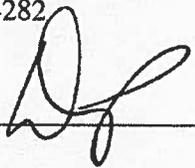
Effective this date, construction within this project, as defined by Permit # 07-2444, appears to be in conformance with the approved Construction Documents except as noted within "Other Remarks" below.

OTHER REMARKS:

The required permanent re-vegetation/stabilization has not been achieved at this time. Full Acceptance/Approval can only be granted after all required permanent stabilization is achieved.

CONTRACTOR:
C.C. Carlton
6207 Bee Cave Rd.
Austin, TX 78746
(512) 476-4282

BY: _____


Travis County SWMP Inspector



TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

SPANISH OAKS, SECTION XI REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- | | |
|---|--|
| <u>9/17/14</u> | 1. Professional Engineer's certification of quantities of work completed
(Engineer's Concurrence Letter) § 82.401(c)(1)(A) § 82.604(c)(2) |
| <u>NA</u> | 2. Construction Summary Report § 82.604(c)(1) |
| <u>9/17/14</u> | 3. Contractor's invoice or receipt of payment for work completed §
82.401(c)(1)(B) |
| <u>9/17/14</u> | 4. Reproducible Plans, certified as " Record Drawings ", by the Owner's
Consulting Engineer § 82.604(c)(3) |
| <u>NA</u> | 5. If applicable , a copy of the Conditional Letter of Map Amendment or
Revision from FEMA and the completed application for a Letter of Map
Amendment or Revision § 82.604(c)(5) |
| <u>NEED</u> | 6. A TNR inspection report, indicating the completion of that portion of the work
represented by the reduction of fiscal (streets and drainage, including detention
ponds and common area sidewalks and traffic control devices shown on the
approved traffic control plan) § 82.401(c)(1)(C) |
| <u>NA</u> | 7. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility
Districts |
| <u>9/17/14</u> | *8. The Certificate of Incorporation of the Homeowners Association filed with
the Texas Secretary of State. |
| <u>10/2/14</u>
Amendment
ONLY | *9. The Declaration of Covenants, Conditions, and Restrictions, showing the
responsibility of the homeowners association to maintain the streets and drainage,
recorded in the Real Property Records of Travis County. |

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.



TRV 201300132
7 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: SPANISH OAKS SECTION XI FINAL PLAT

OWNERS NAME: SYNCHRO REALTY, LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

DOC # 2013123249--TAX CERTIFICATE

RETURN:

MICHAEL HETTENHAUSEN
TRAVIS CO, TNR
512-854-7563
PICK-UP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Jul 03, 2013 09:59 AM 201300132

MITCHELLM: \$200.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

\$ 200.00

07/03/2013

201300132

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

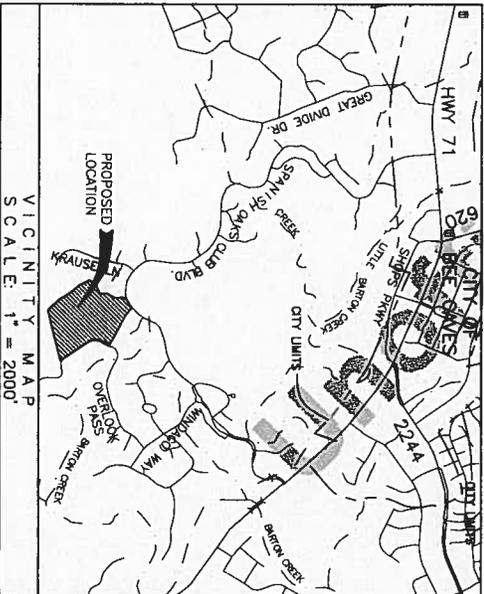
DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.
TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS.
IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.



AECOM TECHNICAL SERVICES, INC.
400 WEST 15TH STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBP# REG. NO. F-3580
JOB NO. 00270979
JANUARY 2013



SPANISH OAKS
SECTION XI
FINAL PLAT

51.757 ACRE TRACT OF LAND SITUATED IN THE THE FREDRICH G. PECHT SURVEY NO. 68, ABSTRACT NO. 635, THE KALMAN SENIOR SURVEY NO. 40, ABSTRACT NO. 2130, TRAVIS COUNTY, TEXAS AND BEING OUT OF AND PORTIONS OF A CALLED 348.42 ACRE TRACT CONNECTED TO SPANISH REALTY, L.P., AS RECORDED UNDER INSTRUMENT NO. 2010-00101 OF THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (04-P.R.101)

LOTS 32 BLOCK 1

OWNER:
SPANISH REALTY, L.L.C.
13443 HWY. 71 WEST
BEE CREEK, TEXAS 78726
PHONE (512) 333-2308
FAX (512) 421-8825

SPANISH OAKS
SECTION XI
FINAL PLAT
SHEET 1 OF 7

201300132

THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 51.757 ACRES OF LAND OUT OF THE FREDRICH G. PECHT SURVEY NO. 68, ABSTRACT NO. 635, THE KALMAN SENDRY SURVEY NO. 40, ABSTRACT NO. 2130, TRAVIS COUNTY, TEXAS AND BEING OUT OF AND PORTIONS OF A CALLED 348.42 ACRE TRACT CONVEYED TO SYNCHRO REALTY, L.L.C. AS RECORDED UNDER DOCUMENT NO. 2011036476 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, IN ACCORDANCE WITH THIS PLAT AND CHAPTERS 212 AND 232 OF THE LOCAL GOVERNMENT CODE, TO BE KNOWN AS "SPANISH OAKS, SECTION XI" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVICES, THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2008154121, OF THE TRAVIS COUNTY DEED OF RECORDS. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

ALL PRIVATE STREETS SHOWN HEREON YAUPON HOLLY LANE, LACEBACK TERRACE AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

WITNESS THE HAND OF DANIEL B. PORTER, THIS THE 17th DAY OF May, 2013, A.D.

SYNCHRO REALTY, L.L.C.
(A TEXAS LIMITED LIABILITY COMPANY)

BY: [Signature]
DANIEL B. PORTER
MANAGER
AUTHORIZED SIGNATORY
13443 HWY. 71 WEST
BEE CAVE, TEXAS 78738

STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED DANIEL B. PORTER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 17th DAY OF May, 2013, A.D.

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS



ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

[Signature]
ROGER DURDEN
ASSOCIATE VICE PRESIDENT
LICENSED PROFESSIONAL ENGINEER NO. 76590
AECOM
400 WEST 15th STREET
SUITE 500
AUSTIN, TEXAS 78701



FLOODPLAIN CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0-415H E FOR TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 28, 2008.

[Signature]
ROGER DURDEN
ASSOCIATE VICE PRESIDENT
LICENSED PROFESSIONAL ENGINEER NO. 76590



CITY OF BEE CAVE APPROVAL

FINAL PLAT
APPROVED BY THE CITY OF BEE CAVE FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS.

APPROVED BY: PLANNING AND ZONING COMMISSION
CITY OF BEE CAVE, TEXAS.

[Signature]
SIGNATURE OF CHAIRPERSON
DATE: 6/28/13

APPROVED BY: GOVERNING BODY
CITY OF BEE CAVE, TEXAS.

[Signature]
MAYOR
CITY OF BEE CAVE
DATE: 6-28-13

ATTEST:
[Signature]
CITY SECRETARY
DATE: 6-28-13

I, THE UNDERSIGNED, MAYOR OF THE CITY OF BEE CAVE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, AND IS HEREBY AUTHORIZED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF BEE CAVE FOR RECORDING IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

[Signature]
MAYOR
CITY OF BEE CAVE
DATE: 6-28-12

ATTEST:
[Signature]
CITY SECRETARY
DATE: 6-28-13

THIS SUBDIVISION IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS.

[Signature]
MAYOR
CITY OF BEE CAVE
DATE: 6-28-13

ATTEST:
[Signature]
CITY SECRETARY
DATE: 6-28-13

COMMISSIONERS' COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN 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 THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREETS 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 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 ENDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS' COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH ARE CONSIDERED TO BE A PART OF THE DEVELOPERS' CONSTRUCTION.

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE 4th DAY OF June, 2013, A.D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 3rd DAY OF July, 2013, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY TEXAS

[Signature]
DEPUTY
Robert Roenick



THE STATE OF TEXAS)
COUNTY OF TRAVIS)

I, DANA DEBEAUVOR, 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 2nd DAY OF July, 2013, A.D. AT 9:59 O'CLOCK A.M., DULY RECORDED ON THE 3rd DAY OF July, 2013, A.D., AT 9:59 O'CLOCK A.M., OF SAID COUNTY AND STATE IN DOCUMENT NO. 201300132. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 3rd DAY OF July, 2013, A.D.

DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

[Signature]
DEPUTY
M. MITCHELL



SURVEYOR'S CERTIFICATION

I, DARRELL D. WHITE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF THE CITY OF BEE CAVE, TEXAS SUBDIVISION ORDINANCE, IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature] 5-1-2013
DARRELL D. WHITE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4816



SPANISH OAKS SECTION XI FINAL PLAT

51.757 ACRE TRACT OF LAND SITUATED IN THE THE FREDRICH G. PECHT SURVEY NO. 68, ABSTRACT NO. 635, THE KALMAN SENDRY SURVEY NO. 40, ABSTRACT NO. 2130, TRAVIS COUNTY, TEXAS AND BEING OUT OF AND PORTIONS OF A CALLED 348.42 ACRE TRACT CONVEYED TO SYNCHRO REALTY, L.L.C. AS RECORDED UNDER DOCUMENT NO. 2011036476 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.A.T.C.T.)

LOTS 32 BLOCK 1

OWNER:
SYNCHRO REALTY, L.L.C.
13443 HWY. 71 WEST
BEE CAVE, TEXAS 78738
PHONE (512) 533-8388
FAX (512) 421-8888

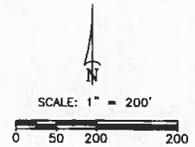


AECOM TECHNICAL SERVICES, INC.
400 WEST 15TH STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3580



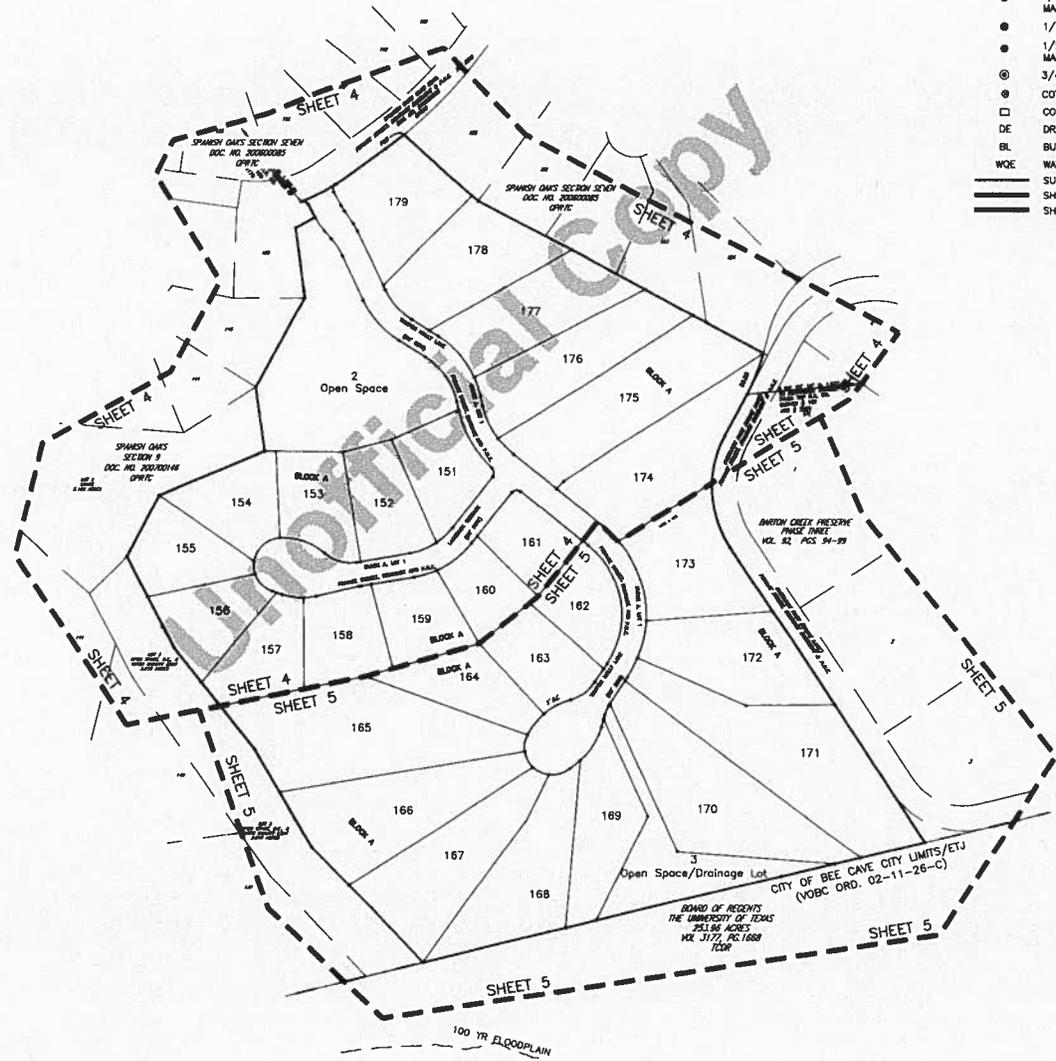
201300132

SPANISH OAKS, SECTION XI FINAL PLAT



LEGEND

O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
T.C.D.R.	TRAVIS COUNTY DEED RECORD
T.C.P.R.	TRAVIS COUNTY PLAT RECORD
TBM	TEMPORARY BENCHMARK
○	1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
●	1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "M & S No. 1838"
●	1/2" IRON ROD FOUND
●	1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
⊙	3/4" IRON PIPE FOUND
⊙	COTTON GIN SPINDLE FOUND
□	CONCRETE MONUMENT SET
DE	DRAINAGE EASEMENT
BL	BUILDING SETBACK LINE
WQE	WATER QUALITY EASEMENT
---	SURVEY BOUNDARY LINE
---	SHEET 4 VIEW BOUNDARY
---	SHEET 5 VIEW BOUNDARY



NOTE:
ALL COORDINATES SHOWN HEREON ARE GRID, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. NAD83-HARN. ALL DISTANCES SHOWN ARE SURFACE COMBINED SCALE FACTOR = 1.00008

TBM LIST

TBM WERD-8	COTTON SPINDLE IN 8" LIVE OAK, APPROX. 130 FEET NORTHEAST OF THE CENTERLINE INTERSECTION OF SPANISH OAKS CLUB BLVD. AND PECAN COVE. ELEV: 997.82 REF: FB 1534/48
TBM WERD-20	COTTON SPINDLE IN POWER POLE, APPROX. 140 FEET WEST OF THE SOUTHEAST CORNER OF SPANISH OAKS SECTION XI. ELEV: 923.54 REF: FB 1505/6
TBM C-1	COTTON SPINDLE IN 10" LIVE OAK, APPROX. 40 FEET SOUTHWEST OF THE SOUTH CORNER OF LOT 29, BLOCK "A" OF SPANISH OAKS, SECTION "A". ELEV: 998.21 REF: FB 1537/35

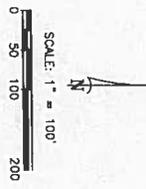


AECOM
AECOM TECHNICAL SERVICES, INC.
400 WEST 15TH STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3580

OWNER:
SYNCHRO REALTY, L.L.C.
13443 HWY. 71 WEST
BEE CAVE, TEXAS 78738
PHONE (512) 533-2328
FAX (512) 421-8525

SPANISH OAKS
SECTION XI
FINAL PLAT
SHEET 3 OF 7

201300132



- LEGEND**
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
 - T.C.D.R. TRAVIS COUNTY DEED RECORD
 - T.C.P.R. TRAVIS COUNTY PLAT RECORD
 - T.B.M. TEMPORARY BENCHMARK
 - 1/2" IRON ROD SET WITH PLASTIC CAP
 - 1/2" IRON ROD FOUND WITH PLASTIC CAP
 - MARKED "A" & S. NO. 1035
 - 1/2" IRON ROD FOUND
 - 1/2" IRON ROD FOUND WITH PLASTIC CAP
 - MARKED "CAPITAL SURVEYING CO. INC."
 - 3/4" IRON PIPE FOUND
 - COTTON OIL SPRINKLE FOUND
 - CONCRETE MONUMENT SET
 - DC DRAINAGE EASEMENT
 - BL BUILDING SETBACK LINE
 - WQ WATER QUALITY EASEMENT
 - SLR SLURRY BOUNDARY LINE

ACCESS EASEMENT
 VOL. 12016, PG. 80,
 O.P.R.T.C.

BARTRAM DEED RESERVE
 PLAT 22, P. 55-58-59
 VOL. 82, P. 107

ALL LOTS TO BE PLANNED TO
 TIER 19, 188
 SUBD. 9, 2179

AECOM

AECOM TECHNICAL SERVICES, INC.
 400 WEST 15TH STREET, SUITE 500
 AUSTIN, TEXAS 78701
 WWW.AECOM.COM
 TBP# REC. NO. F-3580

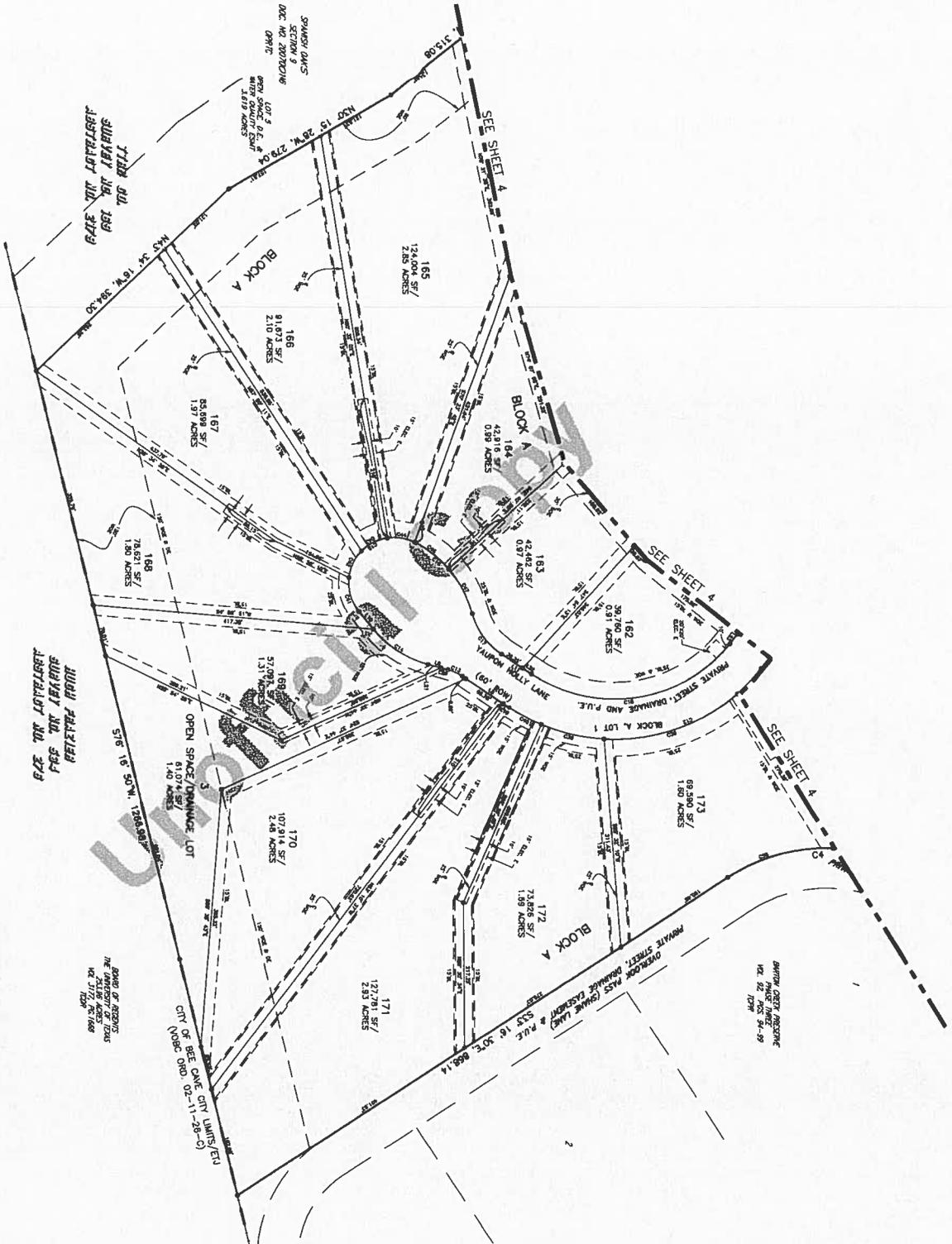
MCKIM & CREED
 ARCHITECTS, SURVEYORS, PLANNERS
 10000 BAKER STREET, SUITE 300
 AUSTIN, TEXAS 78738
 112516000
 WWW.MCKIMCREED.COM

OWNER:
 SPANISH REALTY, L.L.C.
 13443 HWY. 71 WEST
 BEE CREEK, TEXAS 78738
 PHONE (512) 533-2328
 FAX (512) 421-8525

SPANISH OAKS
 SECTION XI
 FINAL PLAT
 SHEET 4 OF 7

201300132

SHEET C113

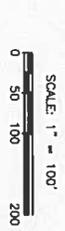


MEKING-CREED
 15000 BANCORP DRIVE, SUITE 200
 AUSTIN, TEXAS 78738
 WWW.MEKINGCREED.COM

AECOM
 AECOM TECHNICAL SERVICES, INC.
 400 WEST 15TH STREET, SUITE 500
 AUSTIN, TEXAS 78701
 TEL: (512) 424-3500
 TBEPE REG. NO. F-55580

OWNER:
 SPANISH REALTY, L.L.C.
 13443 HWY. 71 WEST
 BEE CAVE, TEXAS 78728
 PHONE: (512) 535-2325
 FAX: (512) 421-8225

SPANISH OAKS
 SECTION XI
 FINAL PLAT
 SHEET 5 OF 7



- LEGEND**
- SPECIAL MAPLE RECORDS OF TRANS COUNTY
 - T.C.D.R. TRANS COUNTY DEED RECORD
 - T.C.P.N. TRANS COUNTY PLAT RECORD
 - TEMPORARY BENCHMARK
 - 1/2" IRON ROD SET WITH PLASTIC CAP MARKED CENTRAL SURVEYING CO. INC. LAYED 3.8.9 NOV. 1933
 - 1/2" IRON ROD FOUND
 - 1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED CENTRAL SURVEYING CO. INC.
 - 3/4" IRON PIPE FOUND
 - COTTON GN SPINDLE FOUND
 - CONCRETE MOUND/SET
 - DE
 - BUILDING SETBACK LINE
 - WATER QUALITY EXHAUST SURVEY BOUNDARY LINE
 - MINIMUM REQUIRED FINISHED FLOOR ELEVATION (1" ABOVE 1000R WATER SURFACE ELEVATION)

201300132

SPANISH OAKS, SECTION XI FINAL PLAT

STATE OF TEXAS)
COUNTY OF TRAVIS)

BEING A 51,757 ACRE (2,254,536 SQUARE FEET) TRACT OF LAND SITUATED IN THE TYLER TAP R.R. CO., SURVEY NUMBER 189, ABSTRACT NUMBER 2179, TRAVIS COUNTY, TEXAS AND BEING OUT OF A CALLED 346.42 ACRE TRACT CONVEYED TO SPANISH OAKS, L.P., RECORDED IN DOCUMENT NUMBER 2011036476 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 51,757 ACRE TRACT BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS WITH BEARINGS BASED ON TEXAS STATE PLANE COORDINATES AND SPANISH OAKS SECTION 9, AS RECORDED IN DOCUMENT NUMBER 200700146 O.P.R.T.C.T.:

BEGINNING AT A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532" FOR THE WESTERLY CORNER OF LOT 180, BLOCK A OF SPANISH OAKS SECTION 7 AS RECORDED IN DOCUMENT NUMBER 20080008 OF THE O.P.R.T.C.T., BEING ON THE EASTERLY LINE OF SPANISH OAKS CLUB BOULEVARD, BEING BLOCK B, LOT 1, PRIVATE STREET, ELECTRIC, ACCESS, DRAINAGE, WATER AND WASTEWATER EASEMENT AS RECORDED IN SAID SPANISH OAKS SECTION 7;

THENCE SOUTH 48°11'36" EAST, 245.91 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532" FOR THE COMMON SOUTHWESTERLY CORNER OF LOT 180 AND LOT 181, BLOCK A OF SAID SPANISH OAKS SECTION 7;

THENCE SOUTH 61°55'17" EAST, 636.30 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532" FOR THE COMMON SOUTHERLY CORNER OF LOT 183 AND LOT 184, BLOCK A OF SAID SPANISH OAKS SECTION 7;

THENCE SOUTH 61°56'04" EAST, 158.75 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532" FOR THE MOST SOUTHERLY CORNER OF LOT 184, BLOCK A OF SAID SPANISH OAKS SECTION 7, BEING ON THE NORTHWESTERLY LINE OF A 0.688 ACRE ACCESS EASEMENT RECORDED IN VOLUME 12016, PAGE 0066 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.) BEING ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE 109.01 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, AND WESTERLY LINE OF SAID 0.688 ACRE ACCESS EASEMENT, HAVING A RADIUS OF 827.71 FEET, A DELTA ANGLE OF 111°30'10", AND WHOSE LONG CHORD BEARS SOUTH 21°28'22" WEST, 108.82 FEET TO A FOUND 1/2-INCH IRON ROD;

THENCE SOUTH 27°43'38" WEST, 119.80 FEET ALONG THE WESTERLY LINE OF SAID 0.688 ACRE ACCESS EASEMENT TO A FOUND 1/2-INCH IRON ROD FOR THE BEGINNING OF A CURVE TO THE LEFT AND BEING ON THE WESTERLY LINE OF SHAME LANE A PRIVATE STREET, DRAINAGE AND P.U.E. BEING PART OF BURTON CREEK PRESERVE PHASE 111 AS RECORDED IN BOOK 92, PAGES 94-99 OF THE TRAVIS COUNTY PLAT RECORDS (T.C.P.R.);

THENCE 288.74 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, AND THE WESTERLY LINE OF SAID SHAME LANE, HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 80°50'50", AND WHOSE LONG CHORD BEARS SOUTH 02°47'14" EAST, 273.45 FEET TO A FOUND 1/2-INCH IRON ROD;

THENCE SOUTH 33°18'50" EAST, CONTINUING ALONG THE WESTERLY LINE OF SAID SHAME LANE, 868.14 FEET TO A FOUND 1/2-INCH IRON ROD IN CONCRETE BEING ON THE NORTHERLY LINE BOARD OF RECORDS OF THE UNIVERSITY OF TEXAS 253.98 ACRE TRACT RECORDED IN VOLUME 3177, PAGE 1688 OF THE TRAVIS COUNTY DEED RECORDS (T.C.D.R.);

THENCE SOUTH 78°18'50" WEST, CONTINUING ALONG THE NORTH LINE OF SAID THE UNIVERSITY OF TEXAS TRACT, 1268.88 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532" AT THE SOUTHEAST CORNER OF LOT 5, 3.819 ACRES, ORION SPINCE DE WATER QUALITY EASEMENT, AS SHOWN ON SPANISH OAKS SECTION 9 AS RECORDED IN DOCUMENT NUMBER 200700146 OF THE O.P.R.T.C.T.;

THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 5, 3.189 ACRES THE FOLLOWING FOUR (4) COURSES:

NORTH 43°34'18" WEST, 384.30 FEET TO A FOUND COTTON PICKER SPINDLE;

NORTH 30°15'28" WEST, 279.04 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "STEARNS #4990";

NORTH 38°42'18" WEST, 315.08 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532";

NORTH 28°53'43" WEST, 258.19 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532" AT THE COMMON CORNER OF SAID LOT 5, 3.189 ACRES AND LOT 2, LODGE, 5.188 ACRES AS SHOWN ON SAID SPANISH OAKS SECTION 9;

THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, LODGE, 5.188 ACRES THE FOLLOWING THREE (3) COURSES:

NORTH 27°59'53" EAST, 189.04 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532";

NORTH 67°24'07" EAST, 278.49 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532";

NORTH 07°48'24" WEST, 163.70 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "R & L SURVEYING #4532" AT THE COMMON CORNER OF SAID LOT 2, LODGE, 5.188 ACRES, LOT 144 AND LOT 145, BLOCK A OF SAID SPANISH OAKS SECTION 9;

THENCE NORTH 28°44'23" EAST, 248.45 FEET TO A FOUND 1/2-INCH WITH CAP STAMPED "STEARNS #4990" AT THE COMMON CORNER OF SAID LOT 145 AND LOT 150, BLOCK A OF SAID SPANISH OAKS SECTION 9

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 150, BLOCK A OF SAID SPANISH OAKS SECTION 9 THE FOLLOWING FOUR (4) COURSES:

NORTH 07°08'36" WEST, 175.05 FEET TO A FOUND 1/2-INCH IRON ROD IN CONCRETE;

NORTH 80°41'48" EAST, 54.27 FEET TO A FOUND 1/2-INCH IRON ROD IN CONCRETE;

NORTH 27°37'08" WEST, 36.14 FEET TO A FOUND COTTON PICKER SPINDLE AT THE BEGINNING OF A CURVE TO THE LEFT;

21.30 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 81°22'48", AND WHOSE LONG CHORD BEARS NORTH 68°18'18" WEST, 19.56 FEET TO A FOUND 1/2-INCH IRON ROD STAMPED "STEARNS #4990" ON THE SOUTHERLY LINE OF SAID SPANISH OAKS CLUB BOULEVARD AND BEING OF THE ARC OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 95.50 ALONG THE ARC OF SAID CURVE TO THE LEFT, CONTINUING ALONG THE SOUTHERLY LINE OF SAID SPANISH OAKS BOULEVARD, HAVING A RADIUS OF 335.00 FEET, A DELTA ANGLE OF 18°20'01", AND WHOSE LONG CHORD BEARS NORTH 62°42'56" EAST, 85.18 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "CAPITAL SURVEYING CO. INC.";

THENCE NORTH 54°25'12" EAST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID SPANISH OAKS BOULEVARD, 151.67 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP STAMPED "CAPITAL SURVEYING CO. INC." AND BEING AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE 58.28 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONTINUING ALONG THE SOUTHERLY LINE OF SAID SPANISH OAKS BOULEVARD, HAVING A RADIUS OF 1085.00 FEET, A DELTA ANGLE OF 02°58'20", AND WHOSE LONG CHORD BEARS NORTH 52°58'02" EAST, 58.28 FEET TO THE POINT OF BEGINNING CONTAINING A COMPUTED AREA OF 51,757 ACRES (2,254,536 SQUARE FEET) OF LAND;

LINE TABLE		
LINE NOTE	DISTANCE	BEARING
L1	119.80	S27° 43' 38"W
L2	94.27	N07° 41' 48"E
L3	36.14	N27° 37' 08"W
L4	39.05	S27° 37' 08"E
L5	36.43	S34° 08' 37"E
L6	77.82	S58° 25' 28"E
L7	25.00	S11° 55' 50"E
L8	84.00	S33° 43' 58"W
L9	30.87	S14° 47' 58"W
L10	34.31	S50° 45' 32"W
L11	53.84	N33° 43' 56"E
L12	24.86	N70° 58' 45"W
L13	25.00	N11° 55' 50"W
L14	77.82	N58° 25' 28"W
L15	118.18	S27° 07' 02"E
L16	25.00	S30° 23' 12"E
L17	10.60	N25° 07' 02"W
L18	228.97	N58° 25' 28"W
L19	10.93	N33° 43' 56"E
L20	10.93	N14° 47' 58"E
L21	18.72	N14° 47' 58"E
L22	515.59	S33° 43' 58"W
L23	18.62	S51° 34' 27"E
L24	22.09	N38° 25' 33"E
L25	22.82	N80° 23' 27"E
L26	13.85	S70° 58' 45"E
L27	11.01	S70° 58' 45"E
L28	10.34	S80° 23' 27"W
L29	3.47	S11° 55' 50"E
L30	21.53	S11° 55' 50"E

CURVE TABLE					
CURVE NOTE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	95.50	335.00	18° 20' 01"	S82° 42' 54"W	95.18
C2	58.29	1085.00	2° 58' 20"	N52° 56' 02"E	58.28
C3	109.01	527.71	11° 50' 10"	N21° 28' 03"E	108.82
C4	288.74	270.00	80° 50' 50"	S2° 47' 14"E	273.45
C5	21.30	15.00	81° 22' 48"	N68° 18' 34"W	19.55
C6	20.98	15.00	80° 07' 50"	S12° 24' 46"W	19.31
C7	15.06	140.00	8° 28' 28"	S30° 51' 53"E	15.83
C8	21.87	140.00	8° 59' 35"	S29° 36' 48"E	21.85
C9	98.82	170.00	33° 18' 24"	S41° 48' 14"E	97.44
C10	186.84	230.00	46° 29' 35"	S30° 10' 38"E	181.56
C11	143.30	210.00	39° 38' 37"	S31° 45' 09"E	142.42
C12	416.89	280.00	85° 18' 24"	S8° 55' 15"E	379.43
C13	23.13	170.00	18° 56' 01"	S24° 15' 56"W	23.03
C14	97.81	158.00	35° 57' 37"	S32° 48' 44"W	98.31
C15	188.93	88.00	157° 30' 22"	N50° 29' 18"W	133.39
C16	138.56	170.00	46° 42' 02"	N51° 38' 54"E	134.78
C17	73.58	105.00	41° 14' 00"	N54° 20' 57"E	73.94
C18	327.55	220.00	85° 18' 24"	N8° 55' 15"W	288.13
C19	23.56	15.00	80° 00' 00"	S83° 25' 33"W	21.21
C20	168.48	230.00	41° 57' 54"	S59° 24' 30"W	164.72
C21	6.08	90.00	7° 32' 12"	S78° 27' 21"W	6.08
C22	188.93	88.00	157° 31' 24"	N7° 46' 57"E	133.39
C23	119.83	155.00	44° 17' 47"	S71° 18' 27"E	116.87
C24	82.77	94.00	50° 27' 00"	S74° 23' 04"E	80.12
C25	124.51	170.00	41° 57' 54"	N59° 24' 30"E	121.75
C26	22.50	15.00	85° 08' 53"	N4° 32' 24"W	20.48
C27	167.84	270.00	39° 34' 31"	N29° 43' 05"W	164.96
C28	137.85	170.00	46° 29' 35"	N30° 10' 38"W	134.19
C29	133.70	230.00	33° 18' 24"	N41° 48' 14"W	131.83
C30	51.56	200.00	14° 48' 10"	S32° 30' 07"E	51.41
C31	42.82	200.00	12° 18' 03"	S33° 45' 11"E	42.74
C32	85.08	150.00	32° 30' 00"	N87° 13' 45"W	83.85
C33	135.58	230.00	33° 48' 28"	N41° 32' 12"W	133.62
C34	51.08	230.00	12° 43' 08"	N18° 17' 25"W	50.85
C35	90.92	210.00	24° 48' 23"	N24° 20' 02"W	90.21
C36	54.38	210.00	14° 50' 14"	N44° 09' 20"W	54.23
C37	52.42	280.00	10° 43' 38"	N46° 12' 38"W	52.34
C38	214.88	280.00	43° 58' 14"	N18° 51' 49"W	209.85
C39	95.81	280.00	19° 33' 50"	N12° 54' 17"E	95.14
C40	53.98	280.00	11° 02' 48"	N28° 12' 34"E	53.90
C41	54.12	68.00	48° 38' 03"	S73° 33' 34"W	52.70
C42	44.72	68.00	37° 40' 37"	N64° 48' 08"W	43.81
C43	44.24	68.00	37° 18' 35"	N27° 19' 30"W	43.48
C44	41.86	68.00	35° 17' 28"	N8° 57' 31"E	41.22
C45	1.97	68.00	1° 39' 41"	N27° 28' 04"E	1.97
C46	63.03	170.00	21° 14' 39"	S38° 53' 13"W	62.87
C47	75.53	170.00	25° 27' 22"	S82° 14' 16"W	74.91
C48	108.78	230.00	27° 05' 36"	N51° 58' 21"E	107.78
C49	59.70	230.00	14° 52' 18"	N72° 57' 18"E	59.53
C50	30.74	150.00	11° 44' 31"	N82° 23' 30"E	30.89
C51	54.34	150.00	20° 45' 29"	S81° 21' 30"E	54.05
C52	83.28	68.00	53° 18' 07"	S44° 18' 42"E	81.00
C53	31.88	68.00	28° 50' 44"	S4° 12' 46"E	31.87
C54	91.73	68.00	77° 17' 33"	S47° 53' 53"W	84.83
C55	70.53	170.00	23° 48' 18"	S68° 30' 18"W	70.63
C56	53.98	170.00	18° 11' 38"	S47° 31' 22"W	53.78
C57	120.84	270.00	25° 36' 37"	S14° 48' 52"W	119.84
C58	165.89	270.00	35° 12' 13"	S15° 38' 33"E	163.30



AECOM TECHNICAL SERVICES, INC.
400 WEST 15TH STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBP REG. NO. F-3580

OWNER:
SYNCHRO REALTY, L.L.C.
13443 HWY. 71 WEST
BEE CREEK, TEXAS 78738
PHONE: (512) 533-2326
FAX: (512) 421-8525

SPANISH OAKS
SECTION XI
FINAL PLAT
SHEET 6 OF 7

201300132

SPANISH OAKS, SECTION XI FINAL PLAT

GENERAL NOTES:

1. ALL COORDINATES SHOWN HEREON ARE GRID, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83-HARN. ALL DISTANCES SHOWN ARE SURFACE COMBINED SCALE FACTOR = 1.00008
2. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARDS OF CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS" CONTAINED IN MINUTE ORDER 8596, TRAVIS COUNTY COMMISSIONERS COURT, TRAVIS COUNTY, TEXAS.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
4. DEVELOPMENT OF THE PROPERTY SHALL NOT BE STARTED UNTIL A NON-POINT SOURCE POLLUTION CONTROL PLAN (ORDINANCE NO. 90.1) HAS BEEN APPROVED BY THE CITY OF BEE CAVE.
5. ALL PROPERTY AND LOTS ON THIS PLAT HAVE ACCESS TO AND FROM A DEDICATED THOROUGHFARE.
6. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
7. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING SHALL BE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY AND THE CITY OF BEE CAVE.
8. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (WTC-PUA).
9. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
10. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, EXCLUSIVELY FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND FACILITIES AND FOR NO OTHER PURPOSE. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
11. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. AUSTIN ENERGY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
12. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF AUSTIN RULES AND REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER. CONTACT DAVID SLOAN, MANAGER OF ELECTRICAL ENGINEERING AT 505-7115 FOR QUESTIONS REGARDING REQUIRED CLEARANCES.
13. THIS PROPERTY IS SUBJECT TO COVENANTS AND RESTRICTIONS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS IN DOCUMENT NO. 2006154121.
14. WATER AND WASTEWATER SERVICE WILL BE PROVIDED BY THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (WTC-PUA)
15. ELECTRIC SERVICE WILL BE PROVIDED BY AUSTIN ENERGY. TELEPHONE SERVICE WILL BE PROVIDED BY TIME WARNER. PROPANE SERVICE WILL BE PROVIDED BY SHARP/PROPANE.
16. NO CONVEYANCE OR SALE OF ANY PORTION OR LOT OF THIS PROPERTY MAY OCCUR UNTIL AFTER THE FINAL PLAT IS APPROVED BY THE GOVERNING BODY OF THE CITY OF BEE CAVE AND AFTER THE FINAL PLAT IS RECORDED WITH THE CLERK OF TRAVIS COUNTY.
17. ALL PROPERTY HEREIN IS SUBJECT TO THE CITY OF BEE CAVE NON-POINT SOURCE CONTROL PERMIT FOR THIS SUBDIVISION. SHOULD THE USE OF THIS PROPERTY CHANGE, ALTER OR AMEND THE USE AS PERMITTED IN THE NON-POINT SOURCE POLLUTION CONTROL PERMIT, THEN AN AMENDED NON-POINT SOURCE POLLUTION CONTROL PERMIT SHALL BE REQUIRED. THIS PROPERTY IS SUBJECT TO THE NON-POINT SOURCE MAINTENANCE PLAN AS APPROVED BY THE CITY OF BEE CAVE.
18. THIS PROPERTY IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS.
19. PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
20. ALL PRIVATE STREETS SHOWN HEREON, YAUPON HOLLY LANE, AND LACEBACK TERRACE AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION IN ACCORDANCE WITH DOCUMENT NO. 2006154121 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. ALL STREETS SHOWN ARE PRIVATE. PRIVATE STREETS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS WILL BE MAINTAINED BY THE APPROPRIATE PRIVATE ENTITY. (E.G. HOMEOWNER'S ASSOCIATION OR WEST TRAVIS COUNTY MUD NO. 6).
21. IN APPROVING THIS PLAT, THE CITY OF BEE CAVE AND THE COMMISSIONERS COURT OF TRAVIS COUNTY TEXAS, ASSUMES NO OBLIGATIONS TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC OR PRIVATE THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC OR PRIVATE 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 CITY OF BEE CAVE, TEXAS.
22. THE CITY OF BEE CAVE'S APPROVAL OF THIS FINAL PLAT SHALL NOT, IN AND OF ITSELF, CONSTITUTE OR IMPLY ACCEPTANCE BY THE CITY OF ANY PUBLIC IMPROVEMENT, PUBLIC AREA, EASEMENT, OR PARK SHOWN ON THIS PLAT.
23. THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS TO TRAVIS COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE ANY FISCAL SECURITY POSTED BY THE OWNER(S) OF THE SUBDIVISION 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 STREET AND DRAINAGE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNER(S) AND THEIR SUCCESSORS AND ASSIGNS UNTIL PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.
24. THE APPROVAL OF THIS PLAT BY THE CITY OF BEE CAVE, AND THE COMMISSIONERS COURT OF TRAVIS COUNTY TEXAS, FOR FILING DOES NOT OBLIGATE THE CITY TO INSTALL OR ERECT STREET SIGNS, TRAFFIC CONTROL DEVICES, WHICH ARE CONSIDERED TO BE PART OF THE OWNER(S)' DEVELOPMENT OF THE SUBDIVISION.

NOTES CONTINUED:

25. THE APPROVAL OF THIS PLAT BY THE CITY OF BEE CAVE FOR FILING DOES NOT OBLIGATE THE CITY TO INSTALL OR ERECT STREET SIGNS, TRAFFIC CONTROL DEVICES, WHICH ARE CONSIDERED TO BE PART OF THE OWNER(S)' DEVELOPMENT OF THE SUBDIVISION.
26. THE CITY OF BEE CAVE ASSUMES NO OBLIGATIONS TO PROVIDE CERTAIN CITY SERVICES FOR THIS PRIVATE STREET SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, ROUTINE LAW ENFORCEMENT PATROLS, ENFORCEMENT OF TRAFFIC AND PARKING REGULATIONS, PREPARATION OF ACCIDENT REPORTS, AND ROADWAY MAINTENANCE.
27. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THAT CERTAIN DEVELOPMENT AGREEMENT EXECUTED BETWEEN THE CITY OF BEE CAVE AND CONG DEVELOPMENT COMPANY, L.P., ON APRIL 26, 1999.
28. ALL LANDSCAPE IMPROVEMENTS, OPEN SPACES, AND WATER QUALITY EASEMENTS COMMON TO THIS SUBDIVISION SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
29. SPECIAL NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY OF BEE CAVE ORDINANCES AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
30. IF THE CONSTRUCTION OF THIS SUBDIVISION'S IMPROVEMENTS RESULTS IN A MODIFICATION TO THE 100-YEAR FLOODPLAIN, NO SITE DEVELOPMENT PERMITS AND NO BUILDING PERMITS FOR THE CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOTS IN THIS SUBDIVISION BY ANY PURCHASER OF THE LOTS WILL BE GRANTED BY THE CITY OF BEE CAVE UNTIL THE FIELD CHANGES CONTAINED IN THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION CONDITIONAL LETTER OF MAP REVISION ARE CONSTRUCTED AND APPROVED.
31. THE WATER SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO SUPPLY THE FIRE FLOWS AS REQUIRED BY ORDINANCE 200-1, ENACTED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6. PLANS SHALL BE REVIEWED AND APPROVED BY TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 FOR CONSTRUCTION & SUBDIVISION IMPROVEMENTS AND SITE DEVELOPMENT ON ALL LOTS, EXCEPTING SINGLE-FAMILY.
32. A 10' DRAINAGE WATER AND WASTEWATER EASEMENT IS HEREBY GRANTED ADJACENT TO ALL PRIVATE STREETS.
33. THE WATER QUALITY EASEMENT SHOWN IN THIS PLAT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE WATER QUALITY EASEMENTS ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS AND LAKES. NO STRUCTURE OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR WATER QUALITY CONTROL IMPROVEMENTS IN ACCORDANCE WITH THE NON-POINT SOURCE POLLUTION CONTROL MAINTENANCE PLAN FOR THIS SUBDIVISION, OR MAINTENANCE TO THE AREA IN COMPLIANCE WITH NON-POINT SOURCE POLLUTION CONTROL PERMIT FOR THIS SUBDIVISION, MAY BE PLACED OR PERFORMED WITHIN THE WATER QUALITY EASEMENT WITHOUT PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE CITY OF BEE CAVE. THE WATER QUALITY EASEMENT SHALL BE MAINTAINED BY EACH LOT OWNER IN ACCORDANCE WITH THE MAINTENANCE PLAN OF THE NON-POINT SOURCE POLLUTION CONTROL PERMIT FOR THIS SUBDIVISION. THE WATER QUALITY EASEMENT MAY NOT BE AMENDED OR ALTERED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE CITY, WEST TRAVIS COUNTY MUD NO. 6 IS DESIGNATED AS THE PERMIT HOLDER FOR ALL WATER QUALITY EASEMENTS AND IS RESPONSIBLE FOR ENFORCEMENT OF SAID EASEMENT AND WILL BE GRANTED ACCESS TO ALL WATER QUALITY EASEMENTS.
34. ACCESS TO OVERLOOK PASS (SHANE LANE) BY LOTS 171-174 IS PROHIBITED.
35. ACCESS TO SPANISH OAKS CLUB BOULEVARD BY LOT 179 IS PROHIBITED.
36. ALL LOTS WITHIN THIS SUBDIVISION MUST UTILIZE A GRINDER PUMP SYSTEM TO SECURE DOMESTIC WASTEWATER SERVICE FROM THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (WTCPUA). SERVICE IS SUBJECT TO A SERVICE AGREEMENT WITH THE WTCPUA INCLUDING A SUPPLEMENTARY GRINDER PUMP SERVICE AGREEMENT. NO WASTEWATER SERVICE WILL BE SUPPLIED TO ANY CUSTOMER UNTIL THE REQUIRED GRINDER PUMP SYSTEM HAS BEEN INSTALLED AND THE AGREEMENT EXECUTED BY THE CUSTOMER.
37. ALL LOTS ARE RESTRICTED TO SINGLE-FAMILY RESIDENTIAL CONSTRUCTION
38. THIS SUBDIVISION IS LOCATED IN THE BARTON CREEK WATERSHED.
39. THIS SUBDIVISION IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE. IT IS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
40. SPANISH OAKS SECTION XI IS LOCATED WITHIN A CONSERVATION EASEMENT. ALL DEVELOPMENT WITHIN SECTION XI SHALL COMPLY WITH IMPERVIOUS COVER LIMITS IDENTIFIED IN THE CONSERVATION EASEMENT AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS IN DOCUMENT NO. 2001073262.

RESTRICTIONS AND PROHIBITED USES: THE FOLLOWING ACTIVITIES AND USES ARE EXPRESSLY LIMITED AND ANY ACTIVITIES OR USES BEYOND SUCH LIMITATIONS ARE AGREED TO BE IN CONFLICT WITH THE RESTRICTIONS IN THIS CONSERVATION EASEMENT.

- A. **CONSTRUCTION/IMPERVIOUS COVER:** THE AMOUNT OF IMPERVIOUS COVER PLACED OR CONSTRUCTED ON THE OVERALL 186 ACRES WITHIN THE PROPERTY SHALL BE LIMITED TO NO MORE THAN TEN PERCENT (10%) OF THE GROSS AREA OF THE PROPERTY (THE "IMPERVIOUS COVER LIMITATION"). FOR PURPOSES OF THIS CONSERVATION EASEMENT TEN PERCENT OF THE GROSS AREA IS CALCULATED TO BE 18.6 ACRES, MORE OR LESS. IF THE PROPERTY IS SUBDIVIDED INTO TWO OR MORE INDIVIDUAL LOTS PURSUANT TO A RECORDED PLAT (THE "SUBDIVISION PLAT"), THE IMPERVIOUS COVER LIMITATION SHALL BE DEEMED TO BE SATISFIED IF THE ASSUMED IMPERVIOUS COVER AMOUNT CALCULATED PURSUANT TO PARAGRAPH 2C IS NO MORE THAN TEN PERCENT (10%) OF THE GROSS AREA OF THE PROPERTY CALCULATED IN ACCORDANCE WITH PARAGRAPH 2C BELOW.
- B. **PROHIBITED USES:** DEVELOPMENT IN THE PROPERTY SHALL BE LIMITED TO SINGLE-FAMILY RESIDENTIAL USE, PROVIDED, HOWEVER, DEVELOPMENT WITHIN SUCH AREA MAY ALSO INCLUDE STREETS, UTILITIES, WATER QUALITY FACILITIES, AND RECREATIONAL AMENITIES, INCLUDING GOLF COURSE USES INVOLVING SPRAY IRRIGATION IN CONNECTION WITH SUCH SINGLE-FAMILY RESIDENTIAL USE, AND IMPROVEMENTS AND FACILITIES RELATED TO SINGLE-FAMILY RESIDENTIAL USE. DEVELOPMENT SHALL NOT INCLUDE A SWIMMING POOL FOR THE GOLF COURSE CLUB, TENNIS COURTS OR A CLUBHOUSE HOWEVER, GOLF COURSE USES SHALL NOT BE ALLOWED TO EXTEND INTO THE AREA BEYOND THE AREA IDENTIFIED IN EXHIBIT "C" NO BILLBOARDS WILL BE ALLOWED IN THE AREA.
- C. **CALCULATION/ALLOCATION OF IMPERVIOUS COVER:** FOR PURPOSES OF THIS CONSERVATION EASEMENT, AN ASSUMED AMOUNT OF IMPERVIOUS COVER (THE "ASSUMED IMPERVIOUS COVER AMOUNT") SHALL BE DETERMINED WHEN THE PROPERTY IS SUBDIVIDED INTO ONE OR MORE LOTS BY CALCULATING THE ACTUAL AMOUNT OF IMPERVIOUS COVER SHOWN ON THE SUBDIVISION PLAT FOR ROADS WITHIN THE PROPERTY WHICH PROVIDE ACCESS TO SUCH LOTS AND ADDING TO SUCH AMOUNT AN ASSUMED AMOUNT OF IMPERVIOUS COVER FOR EACH LOT, DEPENDING UPON LOT SIZE, IN ACCORDANCE WITH THE CHART ATTACHED AS EXHIBIT B. IN NO EVENT SHALL THE NUMBER OF SUBDIVIDED LOTS WITHIN THE PROPERTY EXCEED ONE HUNDRED (100).

EXHIBIT B
CITY OF AUSTIN SMART GROWTH PER LOT IMPERVIOUS COVER ASSUMPTIONS

LOT SIZE	LOT IMPERVIOUS COVER
< 10,000 SQ FT	2,500 SQ FT
10,001 SQ FT TO 15,000 SQ FT	3,500 SQ FT
15,001 SQ FT TO 1 ACRE	5,000 SQ FT
ACRE TO 3 ACRES	7,000 SQ FT
> 3 ACRES	10,000 SQ FT



OWNER:
SYNCHRO REALTY, L.L.C.
13443 HWY. 71 WEST
BEE CAVE, TEXAS 78738
PHONE (512) 533-2326
FAX (512) 421-8525



AECOM TECHNICAL SERVICES, INC.
400 WEST 15TH STREET, SUITE 500
AUSTIN, TEXAS 78701
WWW.AECOM.COM
TBPE REG. NO. F-3580

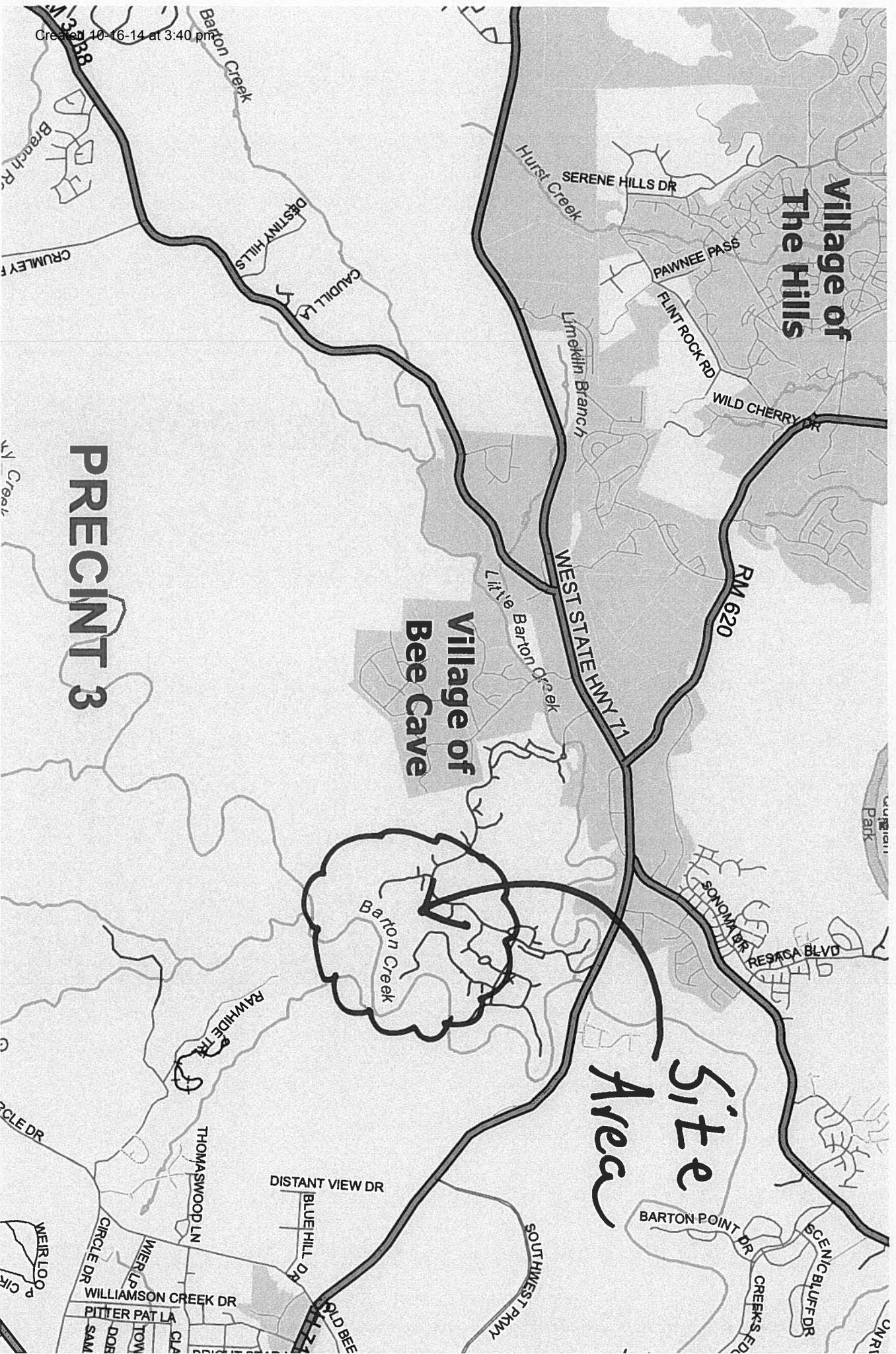
SPANISH OAKS
SECTION XI
FINAL PLAT
SHEET 7 OF 7

Village of The Hills

Village of Bee Cave

Site Area

PRECINCT 3



Legend

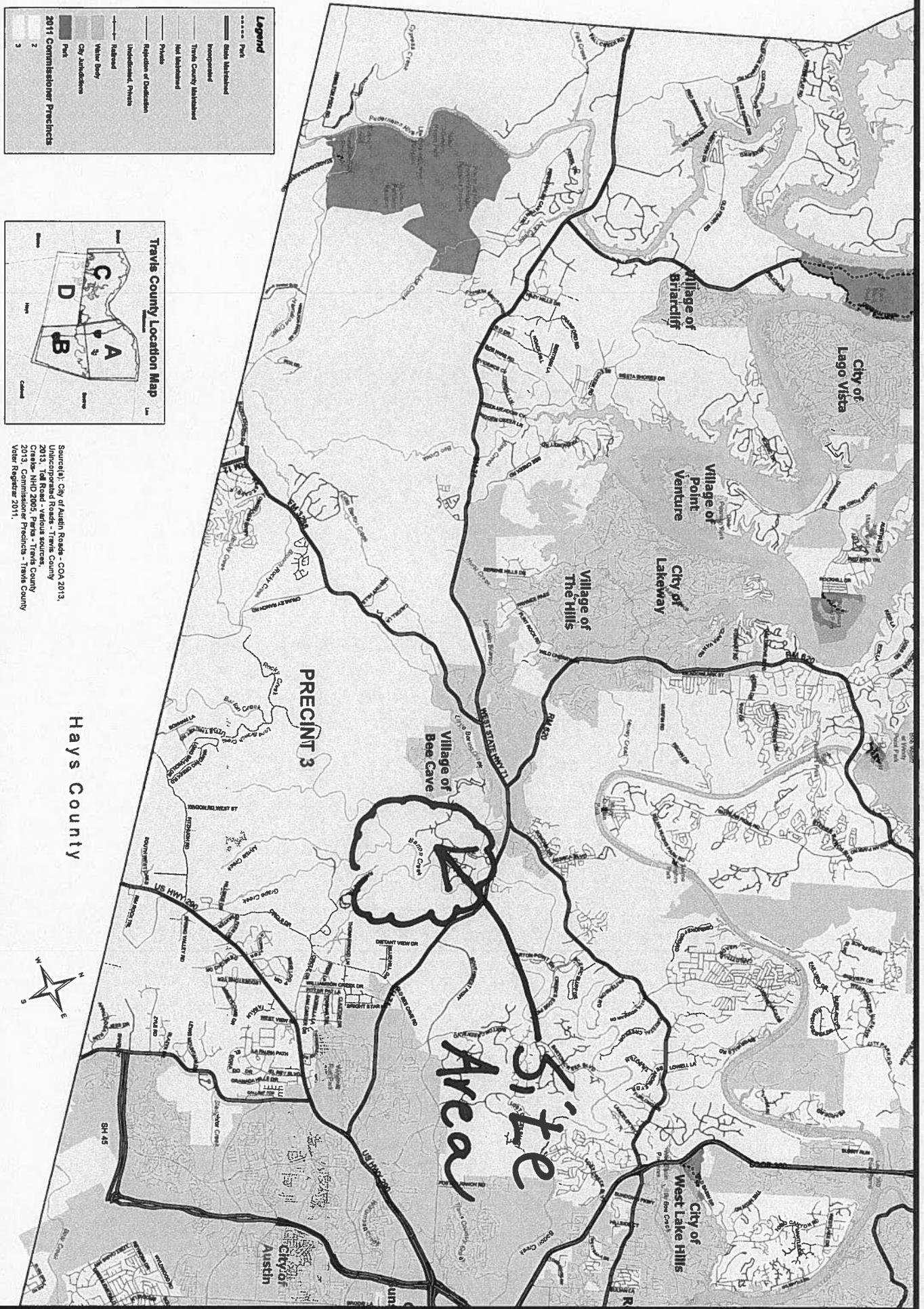
- Park
- State Maintained
- Interoperated
- Travis County Maintained
- Not Maintained
- Private
- Regulation of Education
- Underused Private
- Water Body
- City Jurisdiction

2011 Commissioner Precincts

- 1
- 2
- 3

Travis County Location Map

Sources: City of Austin Roads - COA 2013,
 Unincorporated Roads - Travis County
 2013, Toll Road - Various sources,
 Creeks - NHD 2005; Parks - Travis County
 2013, Commissioner Precincts - Travis County
 Voter Registrar 2011.



Hays County



Map Prepared by Travis County,
 Dept. of Transportation & Natural
 Resources,
 Date: 5/21/2013

Travis County Roadways, Map D

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and should not be used for any such purpose. The user of this product for reference purposes only and offers no warranties for the product's accuracy or completeness.



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By: Tim Speyrer **Phone #:** (512) 854-7218

Division Director/Manager: Charles Bergh

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action in Precinct Four regarding a License Agreement with Circuit of the Americas for the use of Richard Moya Park as a bicycle staging area for cyclists who will be riding shuttle buses to the F1 Races on October 31 - November 2, 2014.

BACKGROUND/SUMMARY OF REQUEST:

Circuit of the Americas (COTA) is requesting the use of the west side of Richard Moya Park as a bicycle staging area for cyclists who will be riding shuttle buses to the F1 races on October 31 - November 2, 2014. Cyclists who ride their bikes to Moya Park will be provided transportation to the races. The licensee will be responsible for setting up and dismantling any structures associated with the staging area. The park and its amenities will remain open for other park users. The bicycle staging area was provided at Richard Moya Park for the 2012 and 2013 F1 Races, with 250-400 cyclists using it each race day.

STAFF RECOMMENDATIONS:

Staff recommends approval of this License Agreement.

ISSUES AND OPPORTUNITIES:

This is another opportunity to provide alternative transportation options for those attending the F1 races. By offering this service in the park, we are attracting new visitors to our recreation areas as well as building positive working relationships.

The bicycle staging area will be open from 7:00 a.m. until 8:00 p.m. each day Friday, October 31st through Sunday, November 2, 2014. This will help relieve congestion on area roads while supporting an event that has a positive economic impact to Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

There would be no budgetary or fiscal impact associated with this request. COTA will pay the normal fees for ballfield reservations and will pay for operational expenses needed for the event.

ATTACHMENTS/EXHIBITS:

- License Agreement
- Park Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Chris Gilmore	Assistant County Attorney	County Attorney	(512) 854-9515
Steve Elliott	Director of Transportation	Circuit of the Americas	(512) 394-3858
Edgar Farrera	Director of Sustainability	Circuit of the Americas	(512) 394-3891
Charles Bergh	Director	TNR - Parks	(512) 854-9408

CC:

Dan Chapman	Park Ranger Chief	TNR - Parks	(512) 263-9114
Tim Speyrer	Parks District Manager	TNR - Parks	(512) 854-7218
JD Taylor	Park Supervisor	TNR - Parks	(512) 279-1227
Robert Armistead	Parks Division Manager	TNR - Parks	(512) 854-9831

∴
4501 - Park Svs -

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

WHEREAS, County is the owner of Richard Moya Park located at 10001 Burleson Road, Austin, Texas (the "County Park");

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

WHEREAS, Licensee desires to exercise certain rights and privileges in the County Park to provide a bike valet service in conjunction with the 2014 Formula 1 United States Grand Prix (the "Event") taking place at the Circuit of the Americas on Friday, October 31, 2014 through Sunday, November 2, 2014.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) the right to use County Park for a bicycle staging area at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); (b) the right to pass out fliers to Event attendees describing the Event and emphasizing the need to comply with County Park rules and regulations; (c) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to provide a bike valet service in pre-approved areas; and (d) the right to place a sufficient (as determined by the Parks Division) number of portable

restrooms into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee shall, at its own expense, provide operational expenses for each of the three (3) days of the Event.

1.4 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of parking signs along designated parking areas; (b) pre-Event setup and staging activities; and Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee agrees to and shall repair, at its sole expense, within two months following conclusion of the Event, any County Park damage caused by or in connection with the Event.

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

1.6 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.7 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License granted hereunder is between approximately 6:00 A.M. Friday, October 31, 2014 through 9:00 P.M. Sunday, November 2, 2014.

III. PAYMENT TO COUNTY

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

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers, and maintenance through employment through Travis County Park Maintenance Staff.

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

IV. PERMITS

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

V. USE AND REPAIRS

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

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PARK PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN

STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PARK.

VI. INDEMNIFICATION

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

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

VII. CONTROL OF TRAVIS COUNTY

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

7.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Tim

Speyrer, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

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

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

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

7.6 County reserves the right to prohibit persons from entering the County park at any time safety may be a concern.

VIII. NOTICES

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

If to Licensee: Edgar Farrera
Director of Sustainability
Circuit of the Americas, LLC
301 Congress Avenue, Suite 200
Austin, Texas 78701

Secondary Contact:
Jahan Wadiwalla
Sustainability Coordinator
Circuit of the Americas, LLC
301 Congress Avenue, Suite 200
Austin, Texas 78701

If to County:

Steven Manilla
County Executive
Transportation and Natural Resources Department
P.O. Box 1748
Austin, TX 78767

IX. MEDIATION

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

X. AMENDMENTS

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

XI. NON-WAIVER AND RESERVATION OF RIGHTS

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

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

XII. MISCELLANEOUS

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

12.2 This Agreement shall be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns. Neither County nor Licensee may assign, sublet or transfer its interest in or the obligations hereunder of this Agreement without the written consent of the other party hereto.

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

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____
Edgar Farrera
Director of Sustainability
Circuit of the Americas, LLC

Date: _____

EXHIBIT A

Approved Areas (attached)

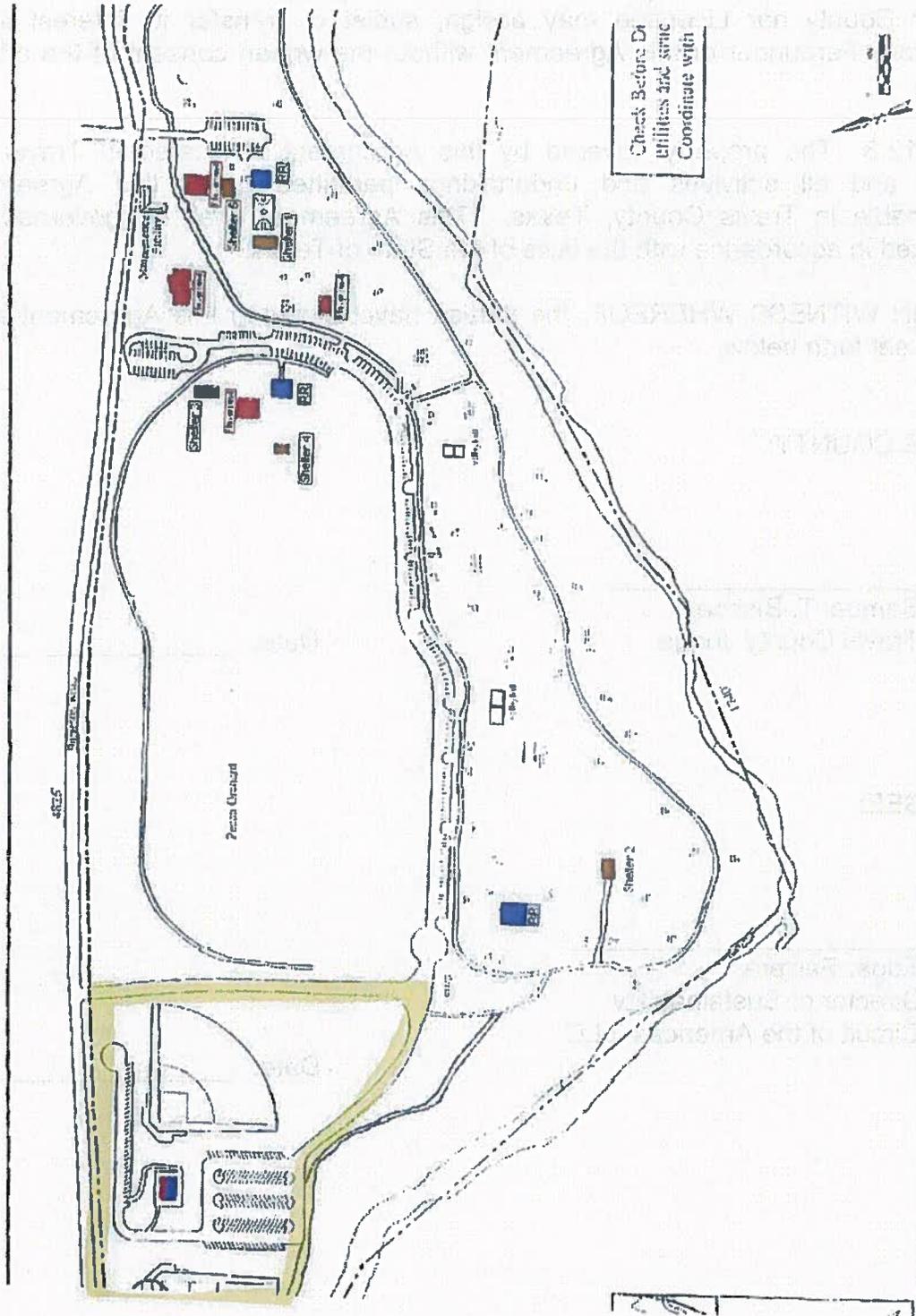


EXHIBIT B

INSURANCE CERTIFICATE (attached)

JSPURGEON

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/14

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

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

PRODUCER X & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME MOTORSPORTS PHONE (AG No. Ext.) 800-348-1839 FAX (AG No.) 260-459-5118 E-MAIL ADDRESS: KK.MOTORSPORTS@KANDKINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CASUALTY COMPANY NAIC # 11991 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CIRCUIT OF THE AMERICAS, LLC 9201 CIRCUIT OF THE AMERICAS BLVD AUSTIN, TX 78617	

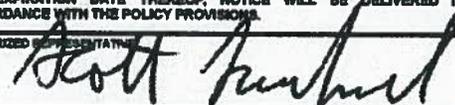
COVERAGES CERTIFICATE NUMBER: 1771706 REVISION NUMBER:

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

LINE LTR	TYPE OF INSURANCE	ADDITIONAL PER. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors <input checked="" type="checkbox"/> \$100,000 E&O GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		KR00004519600	12-01AM 5/22/14	12-01AM 5/22/15	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KR00004519800	12-01AM 5/22/14	12-01AM 5/22/15	COMBINED SINGLE LIMIT (Per Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		XK00004519700	12-01AM 5/22/14	12-01AM 5/22/15	EACH OCCURRENCE 10000000 AGGREGATE 10000000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TYPE OF EVENT: BICYCLE VALET AND SHUTTLE OPERATIONS
 DATE OF EVENT: 10/31/14-11/2/14 (EXCESS AGGREGATE EXISTS ONLY WHERE APPLICABLE)
 LOCATION: RICHARD NOVA PARK

CERTIFICATE HOLDER TRAVIS COUNTY PO BOX 1748 AUSTIN, TX 78767	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: _____

LOG # _____

CERTIFICATE: 1771706 DATE ISSUED: 10/09/14

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY K & K INSURANCE GROUP, INC.		NAMED INSURED CIRCUIT OF THE AMERICAS, LLC 9201 CIRCUIT OF THE AMERICAS BLVD AUSTIN, TX 78617	
POLICY NUMBER GL KBO0004519600 AL KKO0004519800 EX XKO0004519700			
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED:
 TRAVIS COUNTY,
 BUT ONLY AS RESPECTS TO THE OPERATION OF THE NAMED INSURED.

ACORD 101 (2008/01)

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Policy Change
Number 0004

GU 269
(11-86)

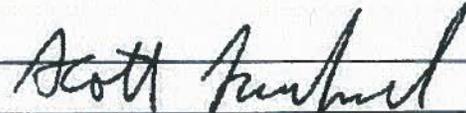
THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. KEO0000004519600	POLICY CHANGES EFFECTIVE 10/31/14	COMPANY NATIONAL CASUALTY COMPANY
NAMED INSURED CIRCUIT OF THE AMERICAS, (SEE KR-SP-1)		AUTHORIZED REPRESENTATIVE K&K INSURANCE AGENCY, INC.
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		PAGE 01 OF 01
<p style="text-align: center;">CHANGES</p> <p>FORM CG2026 "ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION" IS AMENDED TO INCLUDE THE FOLLOWING:</p> <p>TRAVIS COUNTY PO BOX 1748 AUSTIN, TX 78767</p> <p>NO ADDITIONAL PREMIUM.</p>		

JS 10/09/14



Authorized Representative Signature

Copyright Insurance Services Office, Inc., 1983
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Travis County Commissioners Court Agenda Request

Meeting Date: October 14, 2014

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to Approve an Interlocal Agreement Between Travis County and the Austin Independent School District Relating to Juvenile Case Management Services at Dobie and Webb Middle Schools.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached resumes

STAFF RECOMMENDATIONS:

None

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached

REQUIRED AUTHORIZATIONS:

CC: Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Nicki Riley, CPA, Travis County Auditor
Leroy Nellis, Acting County Executive, Planning and Budget
Aerin Pfaffenberger, Analyst, Planning and Budget Office
David Walch, Purchasing Agent Assistant, Travis County Purchasing
Deborah Britton, Community Services Division Director
Sherri Fleming, County Executive, HHS and VS
Kathleen Haas, Financial Management
John Bradshaw, Contract Compliance Specialist



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
& VETERANS SERVICE**
P. O. Box 1748 * Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS/VS
Office (512) 854-4100 * Fax (512) 279-2197

M E M O R A N D U M

Date: October 1, 2014
To: Travis County Commissioners Court
From: *Sherri E. Fleming*
Sherri E. Fleming, County Executive for
Travis County Health and Human Services and Veterans Service
Subject: AISD interlocal for juvenile case management services

Proposed Motion:

Consider and take appropriate action to approve an interlocal agreement between Travis County and the Austin Independent School District relating to juvenile case management services at Dobie and Webb middle schools.

Summary and Staff Recommendations:

This interlocal outlines the responsibilities of Travis County and the Austin Independent School District (AISD) in providing juvenile case management services at Dobie and Webb middle schools. The program uses the Neighborhood Conference Committee (NCC), an established program in Travis County Health and Human Services and Veterans Service (TCHHSVS), to deal with chronically truant students and students committing Class C Misdemeanors. The school-based program uses two paid case managers who work with volunteers serving on neighborhood conference committees. These committees meet with families, youth and school officials, gather information about a particular case, and decide upon the terms of a contract or agreement with a particular youth. The goal of the program is to provide youth with the understanding of the impact of their actions and the skills needed to improve their behaviors. Youth are referred to the program by school counselors.

TCHHSVS staff recommends approving this agreement.

Budgetary and Fiscal Impact:

This interlocal does not deal with funding. It outlines the responsibilities of each party in providing juvenile case management services at Dobie and Webb middle schools. The City of Austin provides funding for the two case managers who work at Dobie and Webb through a separate agreement.

Issues and Opportunities:

The NCC program provides community-based intervention for juveniles between the ages of 10 and 16. The committee, comprised of resident volunteers, meets with the youth and parents to establish a contract that is mutually agreed upon and is signed by the youth, parent committee members and the case manager. The contract outlines the requirements for the juvenile that must be completed in order for the case against the youth to be closed. The contract consists of activities designed to address the perceived causes of delinquent behavior as determined by the committee and provide appropriate consequences. The goal of the program is to prevent youth from engaging in subsequent delinquent behavior and restore them to their communities as productive citizens.

Background:

The school-based program came about as the result of recommendations from a task force comprised of representatives from AISD, Travis County and the City of Austin who discussed ways to deal with chronic truancy and other in-school violations.

Cc: Nicki Riley, CPA, CMA, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office
Deborah Britton, Community Services Division Director, TCHHS&VS

INTERLOCAL COOPERATIVE AGREEMENT
between
Austin Independent School District
and
Travis County
(Neighborhood Conference Committee Pilot)

This Interlocal Cooperative Agreement is agreed and entered into by and between the Austin Independent School District ("District" or "AISD") and Travis County ("County") and is effective upon full execution.

WHEREAS, County wishes to provide services and activities at Dobie and Webb middle schools that will provide a method for holding eligible youth accountable for meeting requirements which will prevent their being introduced into the judicial system, the details of which shall be indicated under the County's organizational profile in the Youth Services Mapping system at <http://www.ysm-austin.org/>;

WHEREAS, District recognizes and appreciates the benefits to be derived from providing such services;

NOW THEREFORE, County and District agree as follows:

1. Term of Agreement: This agreement shall commence on October 1, 2014 (start date), and end on September 30, 2015. This Agreement may be extended by both County and District if in writing and executed by both parties prior to expiration.
2. Purpose: The purpose of the agreement is to establish the terms and conditions under which the District and County will partner for the implementation of the Neighborhood Conference Committee (NCC) pilot, a collaborative, community-based diversion and prevention program including representatives from the District, County and City of Austin that work with first-time juvenile misdemeanor offenders ("Participants") and their families. Services under this agreement will be provided by assigned case manager(s) who will provide pre-filing programs for juveniles with Class C cases in order to intervene prior to the introduction of juveniles into the court system and attempt to prevent juveniles from entering into the judicial system.
3. Responsibilities of the County:
 - a) Program Delivery and Supervision. Program instruction and oversight shall be under the direction and responsibility of County. County will recruit, hire and train all program staff and volunteers and work with District personnel to determine potential District trainings in which program staff and volunteers may participate. County staff will plan and implement all aspects of the NCC program. At each campus where services are delivered, NCC case manager will liaison with campus point of contact to accept referrals and subsequently contact families and students for program delivery.
 - b) Funding. Funding for services provided under this Agreement will be secured by County. No fees will be charged to students or District.
 - c) Full Disclosure. The County will fully disclose the scope of its services and obtain a statement signed by parent/guardian of each Participant acknowledging the disclosure and releasing the District from any and all responsibility for County activity.
 - d) Youth Services Mapping. The County will maintain accurate and timely information in the Youth Services Mapping system as changes occur, including capacity, services available (with locations), and numbers served <http://www.ysm-austin.org/>.
 - e) Space and Equipment. For all services delivered on District campuses, County is responsible for ensuring all necessary documentation is on file with the AISD Facility Use Office (512-414-0546). County agrees that County will not be serving food of any kind as a part of the services provided under this Agreement. Facilities and equipment to be utilized by County will be as mutually agreed to by County and AISD. Such use will be at no charge to County. County agrees to abide by all rules and regulations related to such use as are conveyed to County by AISD. Written materials intended for use by County under this agreement will be submitted to AISD for prior approval.

- f) Access to Student Data. County will adhere to guidelines regarding access to student data as specified in Exhibit A of this agreement.
- g) Criminal History Record Information (in reference to Exhibits B and B.1). County shall, at its sole cost and expense, obtain for each covered worker providing services under this Agreement the criminal history record information as required by TEC §22.0834. The term "covered worker" shall mean any employee or volunteer serving on behalf of County or any sub-contractor to the County. County shall not allow on District Property any covered worker who has been convicted of (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. If during the period County is providing services under this Agreement, County or the District receives updated criminal history record information for a covered worker that includes a disqualifying criminal history under this paragraph 6, County shall prohibit such covered worker from future entry on District Property. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 TAC §153.1101. The District will be the final arbiter of what constitutes continuing duties and direct contact with students.

Provisions of this agreement apply to services provided by the County on all District campuses and facilities.

4. Responsibilities of the District: Campus administrators will refer students to the NCC program that have been ticketed in the past for school violations (Class 'C' Misdemeanors/Truancy).

- a) Training. District will provide training (at no cost to County) for County staff related to District data systems that are necessary for program delivery and evaluation and will notify County staff of other trainings regarding basic District resources, information and/or protocol that may benefit County staff in delivering high quality services to students and families.
- b) Single Point of Contact. Each campus will designate a single point of contact for student referrals into the NCC program. Each campus point of contact will coordinate with relevant District personnel and campus partners to identify students for referral, and NCC case manager(s) will return all closures (successful or unsuccessful) and/or cases determined to be beyond the scope of services back to the campus point of contact.
- c) Access to Student Data. District will provide County case managers with non-employee identification (auxiliary) numbers, access to participate in campus Child Study Teams, and access to student data as specified in Exhibit A of this agreement for the purposes of program delivery and evaluation.
- d) Space and Equipment: District will provide space and access to students in accordance with District policies and practices and as reasonable and appropriate in the opinion of District and campus administrators. District will provide office space at each campus specified in this agreement, which will be used to store confidential information and conduct confidential conferences with parents & students. Each case manager will be assigned relevant door key(s) and a personal access badge for entry into District facilities. Use of District furniture and equipment shall be granted as appropriate for quality service delivery, to include:
 - desk and chairs
 - phone line
 - access to a printer, copier and fax machine
 - other furniture and equipment as deemed necessary and available

7. Termination of Contract: This contract may be terminated by either Party by giving ten (10) days written notice of such termination and the effective date of the termination as follows:

If to District:	Paul Cruz, Ph.D. AISD Interim Superintendent pcruz@austinisd.org 512.414.2412 1111 West 6th Street Austin, Texas 78703	and	Mel Waxler Chief of Staff mwaxler@austinisd.org 512.414.6425 1111 West 6 th Street Austin, Texas 78703
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If to County: Sherri Fleming, County Executive
Travis County Health, Human Services and Veterans Services
P. O. Box 1748
Austin, Texas 78767

and

Cyd Grimes, Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

and

David Escamilla, Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attention: Transactions Division

8. Compliance with Laws: This agreement shall be governed by the laws of the State of Texas. County agrees to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §130.1, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.*

9. Hold Harmless Agreement: It is agreed that County and District are independent entities and shall each be solely responsible for payment of their respective employees and shall provide, if required, workers' compensation and public liability insurance to protect that entity from liability for injuries or damages to its employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment.

10. Confidentiality: The County shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law. County recognizes that the completion of District's Data Sharing Agreement may be required.

11. Insurance. Each Party will have and maintain insurance coverage at a level sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards.

12. Survival of Obligations. All provisions of this Agreement that impose continuing obligations on the Parties, including but not limited to confidentiality, and agreement purpose shall survive the expiration or termination of this Agreement.

13. Assignment. A Party to this Agreement may not assign or transfer its interests under this Agreement without prior written approval of the other Parties.

14. Entirety of the Agreement

14.1 This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

14.2 It is acknowledged that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners' Court under a specific provision of this Agreement or by separate action of the Commissioners' Court. All requests for changes shall be submitted to the Contract Administrator of each Party, with a copy to the County Purchasing Agent at: Cyd Grimes, Travis County Purchasing Agent, P. O. Box 1748, Austin, Texas 78767.

15. Performance. The obligations arising under this Agreement shall be performed in Travis County, Texas.

16. Jurisdiction and Venue. The Parties agree that this Agreement is governed by the laws of the State of Texas

and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

17. Severability. If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

18. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any immunity or legal defense available at law or equity to any of the Parties against claims arising in the exercise of its governmental powers and functions, or to create any legal rights or claims on behalf of any third party. Neither the County nor District waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decisions to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Parties.

19. Force Majeure. A Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a Party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Parties, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

20. Texas Public Information Act. Each Party agrees that it is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act) and this Agreement is subject to the Act.

21. Liabilities and Claims. Approval of AISD or County of any service, report or other performance by the other Party under this Agreement shall not constitute nor be deemed a release of the responsibility and liability of either Party, their employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by AISD and/or County for any defect, error, omission, act or negligence or bad faith by AISD or County or their respective employees, agents or associates.

22. Reservation of Rights/Non-Waiver of Default

22.1 If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of County and District under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County and/or District under it. The exercise or failure to exercise any right or remedy in this Agreement of County or District or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

22.2 One or more acts of forbearance by any Party to enforce any provision of this Agreement or any payment, act or omission by any Party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default which then exists or may subsequently exist.

23. Independent Entities. The Parties expressly acknowledge and agree that AISD and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the AISD shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the AISD or gain any rights against AISD pursuant to AISD's personnel policies. The relationship of County and AISD under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements,

representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24. Responsibilities. AISD shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of AISD or its employees in relation to this Agreement. AISD and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

25. Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against AISD or County, the Party against whom the claim or other action is made shall give written notice to the other Party of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 11.0 of this Agreement. Except as otherwise directed, the Party against whom the claim has been made shall furnish to County copies of all pertinent papers received by that Party with respect to these claims or actions.

SIGNED this 29th day of September, 2014.

SIGNED this _____ day of _____, 2014.

AUSTIN INDEPENDENT SCHOOL DISTRICT

TRAVIS COUNTY

DCJ

Superintendent or Authorized Designee

BY: _____
Samuel T. Biscoe
Travis County Judge

APPROVED AS TO LEGAL FORM

[Signature]
9/26/14

Vijay M. Jones

Board President

EXHIBIT A
DATA SHARING AGREEMENT
BY AND BETWEEN
AUSTIN INDEPENDENT SCHOOL DISTRICT
AND
TRAVIS COUNTY

The Austin Independent School District (District) agrees to provide Category 1 data access, as permitted under FL REGULATION, to the NCC Case Managers employed by Travis County (County) for the Neighborhood Conference Committee programs. The terms of this agreement are in effect as long as the contract for services between District and County for Neighborhood Conference Committee programs is in effect or until terminated in writing by one or both parties.

District shall provide the above named County staff access to the District student data systems for students with written parent/guardian consent attending the schools specified in the contract for Neighborhood Conference Committee programs. County staff will not make edits to existing student data. Access to the electronic Child Study Team system (eCST) will be provided during the term of this agreement via a Technology Service Request completed by the Office of Innovation and Development with permission from the principal of each campus where Neighborhood Conference Committee programs are located. The specific data elements shared and the arrangement between District and County must be specifically described in the County's parent/guardian consent form and include the following list of data elements:

- Student full name
- Student ID
- School name
- Enrollment status
- Teacher name(s)
- Grade level
- Age
- Date of birth
- Sex
- Ethnicity
- Home language
- Correspondence language
- Parent/guardian name(s)
- Home address
- Phone numbers
- Attendance (summary and details)
- Discipline (summary and details)
- Academics (summary and details)
- Standardized test results (summary)
- Class Schedule
- Special Education status
- 504 status
- Individual and group programs and interventions regarding concerns about student academics, attendance and behavior

Access to eCST and student program participant information will be granted via unique logins and passwords for designated County staff upon receipt of necessary staff and student information by the Office of Innovation and Development (OID), which will coordinate with relevant District departments to arrange access. Access to eCST is provided for the purpose of facilitating the delivery of services to District students and families by County through NCC program and for no other purpose. All individuals authorized to have access to eCST are responsible to maintain the confidentiality of his or her login and password and may not share access with any other individual. Each authorized individual shall certify in writing their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality ("Confidentiality and Access

Agreement”).

County assures that in all internal program monitoring reports, electronic or otherwise, derived from information made available under this agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. County assures that data will not be released to a third party. Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

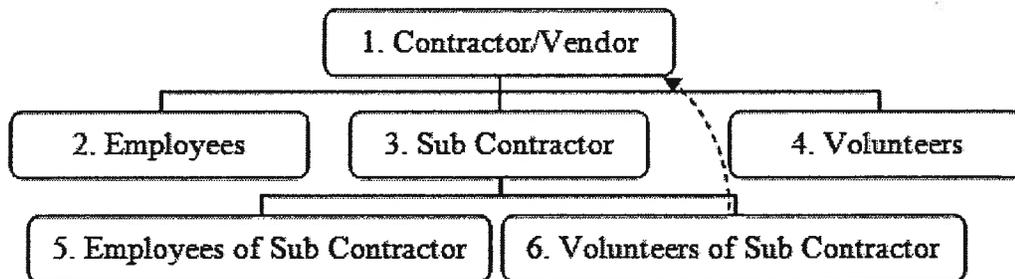
During the period in which County staff have access to eCST, County shall request access only for its paid staff so that they may monitor the academic progress of the students in its program. Program volunteers may not access the system. County will notify District of any changes in staffing that affect access permissions, to include removal of staff who are no longer working for NCC program. County also agrees to store any data that are downloaded, printed or copied from the eCST system in a secure and locked area and to prevent unauthorized access. County shall provide District with a sworn affidavit that any saved data in any form, whether physical or electronically saved to agency or personal computers, have been destroyed at the end of the contract term. County may take up to 30 days to delete all records.

EXHIBIT B

CRIMINAL HISTORY RECORD INFORMATION/COUNTY CERTIFICATION

A. **The Contractor (County) is directly responsible to ensure that a criminal history record review has been conducted and that there is no criminal history record that would prevent the “covered worker” providing services under this Agreement from working in the District’s facilities or in events sponsored by the District.** Definition of a “covered worker”:

1. executive representatives who make final decisions on behalf of the County.
2. any and all individuals that are employees of the County. This is a person that receives a W-2 tax form from the County for federal income tax purposes at the end of each tax year.
3. any and all individuals that serve as a Sub-contractor to the County. This is a person that receives a 1099 tax form from the County for federal income tax purposes at the end of each tax year.
4. any and all individuals that serve as a volunteer working directly with the County. A volunteer is a person serving without any type of compensation.
5. any and all individuals that serve as employees of a Sub-contractor. This is a person that receives a W-2 tax form from the Sub-contractor for federal income tax purposes at the end of each tax year.
6. any and all individuals that serve as a volunteer working with the Sub-contractor. For purposes of this contract, a volunteer working with a Sub-contractor is considered to be a volunteer working directly with the County.



B. **County’s Criminal History Record Review Requirements:**

1. **Covered workers –** The County is solely responsible to review all criminal history record results for all covered workers providing services under this Agreement and must ensure that all covered workers providing services under this Agreement are eligible to work in the District’s facilities or at the District’s sponsored events with the contract. To conduct the criminal history record review for covered workers employed by the County, the County must establish a criminal history clearinghouse account with the Texas Department of Public Safety (DPS). After this account is established, all covered workers under these categories must be fingerprinted by the organization designated by the State and the County must confirm that there is no criminal history record that would prevent the covered worker from serving in the District’s facilities or in events sponsored by the District. Companies with five (5) or fewer total covered workers may choose to establish the clearinghouse account with DPS or go directly to DPS and be fingerprinted.

2. Covered workers/Sub-contractors, Volunteers, Employees of Sub-contractors and Volunteers of Sub-contractors – To conduct the criminal history record review for covered workers in these categories, the covered workers must go directly to DPS and be fingerprinted.
 3. Requirement of County to Submit a List of covered workers (Exhibit B.1) – The County must submit a list of all current workers providing services under this Agreement and eligible to work in the District's facilities or at District's sponsored activities associated with the County under this agreement at the time of execution of the agreement. Reference Exhibit B.1 for submission instructions. The list must include the covered worker's name, date of birth and a current Texas or out of state driver's license or identification number. Companies are required to update this list each month as to any employee related personnel changes (i.e. new hires, terminations, etc.).
- C. Eligibility of Covered Workers to Work Under the Agreement: Covered workers with a criminal history record as specified below shall not be eligible to work in the District's facilities or at District's sponsored activities:
- Any felony conviction at any time;
 - Any misdemeanor conviction within the past five years; or
 - Any arrest at any time for which the disposition is unknown.

Covered workers that have two or more misdemeanor convictions more than five years ago must be reviewed for work eligibility by the District's Office of Human Resources. An individual that is sponsored by the County to work in a District facility or at a District sponsored event during only one occasion, or on very infrequent occasions, will not need to have a criminal history review, provided that the individual is accompanied at all times by one of the County's covered workers that is eligible to work. The County is solely responsible for ensuring that these criteria are met at all times. Any exceptions to the above eligibility requirements must be approved by the District's Office of Human Resources.

- D. If it is determined that any information in the "List of Covered Workers" is incorrect or if the County and Sub-contractor knowingly fail to comply with the certification provision within this agreement, the County and Sub-contractor shall be in material default under this agreement. Furthermore, if it is determined at any time that a covered worker is on District Property in violation of Provision 6 of this agreement, the County shall immediately remove or cause to be removed such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from future entry on District Property. The District reserves the right to cause the District's police or other security personnel to remove such employee from the District's property.
- E. Any agency under Section A-6 of Exhibit B that enters any District facility or District sponsored event during only one occasion is not subject to the requirements of the Criminal History Records Review, provided the individual is accompanied at all times by a District employee.

Complete the following form.



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENTS TO THE TRAVIS COUNTY ADULT PROTECTIVE SERVICES SPECIAL TASK UNIT, EFFECTIVE IMMEDIATELY FOR A TERM TO EXPIRE DECEMBER 31, 2016:

- A. REAPPOINT PHYLLIS J. WOLF, MA, LPCS – MENTAL HEALTH PROFESSIONAL, AUSTIN TRAVIS COUNTY INTEGRAL CARE, BARBARA MISLE – LEGAL EXPERT, TRAVIS COUNTY ATTORNEY'S OFFICE AND FUNMI OGUNLEYE, R.N. – MEDICAL; AND

- B. APPOINT DETECTIVE RANDY HUNT – LAW ENFORCEMENT REPRESENTATIVE, AUSTIN POLICE DEPARTMENT, SERGEANT GREG SIZEMORE – LAW ENFORCEMENT REPRESENTATIVE, TRAVIS COUNTY SHERIFF'S OFFICE, ANDY HOFMEISTER, – MEDICAL, AUSTIN-TRAVIS COUNTY EMS, MICHELLE (SHELL) SCHWARTZ, LCSW – DOMESTIC VIOLENCE, SAFEPLACE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On May 1, 2007, the Travis County Commissioners Court approved a Resolution creating the Travis County Adult Protective Services Special Task Unit, pursuant to section 48.15121 of the Texas Human Resources Code. The Travis County Adult Protective Services Special Task Unit is charged with monitoring complex cases that arise in the county and its standing members must include: a provider of mental health services or aging services or a representative of a nonprofit entity serving persons with disabilities, a representative of a law enforcement agency and a legal expert.

The Texas Department of Family and Protective Services monitor the Special Task Units.

Since its creation, four original members of the Task Unit have stepped down and been replaced.

STAFF RECOMMENDATIONS:

Recommendation is to approve the reappointment of three original members and appointment four new members to the Task Unit as listed and set term dates for all appointees.

REQUIRED AUTHORIZATIONS:

Sherri Fleming, County Executive, TCHHS&VS

11B

VS 5-1-07 Dan 11-B

CONF. ONLY

Travis County Commissioners Court



Resolution

WHEREAS, the Travis County Commissioners Court acknowledges the mandates of Senate Bill 6 from the 79th Texas Legislature, Regular Session, related to complex cases investigated by the Texas Department of Family and Protective Services - Adult Protective Services in counties with a population of 250,000 or more.

WHEREAS, the Travis County Commissioners Court acknowledges that it is in the best interest of Travis County citizens to create an Adult Protective Services Special Task Unit pursuant to Section 48.1521 of the Texas Human Resources Code:

- a) the department (DFPS) shall develop and implement a system to ensure that, to the greatest extent possible, investigations conducted by the department that involve especially complex issues of abuse, neglect, or exploitation, such as issues associated with identity theft and other forms of financial exploitation are:
 - 1) assigned to personnel who have experience and training in those issues; and
 - 2) monitored by a special task unit for complex cases

WHEREAS, the Travis County Commissioners Court acknowledges that standing members of the Adult Protective Services Special Task Unit must include:

- 1) a provider of mental health services or aging services or a representative of a nonprofit entity serving persons with disabilities;
- 2) a representative of a law enforcement agency; and
- 3) a legal expert

WHEREAS, the Travis County Commissioners Court acknowledges Adult Protective Services will establish and operate a Special Task Unit in accordance with Section 48.1521 of the Texas Human Resources Code.

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT APPROVES THE CREATION OF THE

"TRAVIS COUNTY ADULT PROTECTIVE SERVICES SPECIAL TASK UNIT".

SIGNED AND ENTERED THIS 1 DAY OF MAY 2007

RON DAVIS
COMMISSIONER, PRECINCT 1

SAMUEL T. BISCOE
COUNTY JUDGE

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4

Created 10-16-14 at 3:40 pm

Acts 2011, 82nd Leg., R.S., Ch. 1056 (S.B. 221), Sec. 10, eff. September 1, 2011.

Sec. 48.1521. INVESTIGATION OF COMPLEX CASES. (a) The department shall develop and implement a system to ensure that, to the greatest extent possible, investigations conducted by the department that involve especially complex issues of abuse, neglect, or exploitation, such as issues associated with identity theft and other forms of financial exploitation, are:

(1) assigned to personnel who have experience and training in those issues; and

(2) monitored by a special task unit for complex cases.

(b) Each county with a population of 250,000 or more shall appoint persons to serve as standing members of a special task unit to monitor cases that arise in the county and require monitoring as provided by Subsection (a). The standing members of each special task unit must include:

(1) a provider of mental health services or aging services or a representative of a nonprofit entity serving persons with disabilities;

(2) a representative of a law enforcement agency; and

(3) a legal expert.

(c) In addition to the standing members specified by Subsection (b), the special task unit:

(1) must include, for purposes of monitoring a particular case, the caseworker on the case and the caseworker's supervisor; and

(2) may include a financial forensics expert and any other person with expertise that would be useful in monitoring a particular case.

(d) The department shall develop and make available to each county described by Subsection (b) a manual to assist the county in establishing and operating the special task unit required by this section. The manual must describe:

(1) the purpose and potential benefits of the unit;

(2) a description of the monitoring process the unit is expected to follow and potential problems the unit may encounter;

(3) the composition and administration of the unit; and

(4) the department's criteria for selecting cases to be

Phyllis J. Wolf, MA, LPCS

PROFESSIONAL SUMMARY:

Mediation	Dispute Resolution
Public Speaking & Training	Supervision
Advocacy	Anger Management
Investigations	Staff Training
Problem Solving	Counseling
Contract Monitoring	Mediation

Education:

2011 Board approved Supervisor
2006 Mediation Certification, Dispute Resolution Center, Austin, TX
1998 Master of Human Service, LPC, St. Edwards University, Austin, TX
1991 Bachelor of Science in Human Resource Development, Averett College, Danville, VA

Employment:

2002- Present **Ombudsman, Austin Travis County Integral Care (ATCIC)**
Dispute resolution. Train all new hires on consumer rights. Provide specialized training and supervision for individual staff performance needs.
Liaison for both internal and external agencies.

1996-2000 **Psychiatric Emergency Services Unit Manager, ATCIC**
Responsible for 24 hour functioning of the Psychiatric Emergency Services.
Supervision. Clinical services as necessary. Liaison for internal and external providers.

1994- 1996 **Program Coordinator, ATCIC**
Responsible for all units within the crisis complex which included:
Psychiatric Emergency Services, Hotline to Help/ Single Point of Entry,
Cornerstone Day Treatment Program, The Inn, Consumer Benefits, In Home
& Family Support, and Adult Mental Health Intake. Duties included: budgeting
for all units, supervision of Unit Managers, intra/interagency collaboration,
mediation, crisis intervention and resolution, quality assurance responsibilities.
Responsible for outcome measures and contract compliance.

1992- 1996 **Hotline to Help Unit Manager, ATCMHMR**
Supervision of paid staff and volunteers. Training for staff and volunteers.
Provided community outreach, education and post ventions. Published and
Produced the *Community Resource Guide*. Worked within agency and externally
to update community resources.

1991-1992 **Hotline to Help Shift Supervisor, ATCMHMR**
Aided in training and supervision of volunteers. Community outreach. Provided
peer counseling, suicide prevention and information & referrals.

Created 10-16-14 at 3:40 pm	Profession	Contribution to STU:
Barbara S. Misle Chief, Mental Health Division Travis County Attorney's Office P.O. Box 1748 · Austin, TX 78767 O (512) 854-9649	*Legal	Legal advice and information on issues such as confidentiality and privacy, public benefits, guardianship, powers of attorney, when acts are criminal in nature and relevant statutes and regulations.

Barbara Misle is the Chief of the Mental Health division of the Travis County Attorney's office. She conducts the Commitment hearings for the Probate Court, which handled over 5000 Mental Health cases last year. She also represents Adult Protective services in cases where emergency removal of an elderly person becomes necessary. In addition she represents the State when a Mentally Retarded person ages out of the system and needs permanent placement pursuant to guardianship or a lifetime commitment to a facility. She has been with the County Attorney's office since 1991.

OLUFUNMILAYO B. OGUNLEYE R.N.**Employment History**

Over 19 years experience in all major areas of nursing practice with special certification in psychiatric nursing. 11 years experience in human resources management

<u>Position</u>	<u>Date</u>	<u>Facility/Institution</u>
Administrator	10/2003 -	Gilead Home Health, Austin, TX (Responsible for day to day overall administration of the Agency)
Director of Nursing	03/2012 – 10/2013 10/2003 - 5/2005	Gilead Home Health, Austin, TX (Coordination and supervision of all nursing services)
Alternate Administrator	04/2013 -	Transcend Homecare Service, Austin TX
Nursing Supervisor	4/2003 – 9/2003	Health South Rehab. Hospital, Austin TX
Staff Nurse (PRN)	5/1996 – 3/2003	Health South Rehab. Hospital, Austin, TX
RN III	3/1996 – 3/2003	Adult Psychiatric care unit, Austin State Hospital, Austin, TX
Charge Nurse	10/1995 – 3/1996	Geriatric Unit, Austin State Hospital, Austin, TX
RN II	4/1995 – 9/1995	Angelo State School, Carlsbad, TX
Nurse Tech / Staff Nurse	8/1992 - 3/1995	Shannon Medical Center, San Angelo, TX
Research Officer	10/1979 – 10/1990	National Youth Service Corps Federal Ministry of Youth, Sports and Social Welfare, Lagos, Nigeria.

Education

<u>Institution</u>	<u>Degree Awarded</u>	<u>Date</u>
Angelo State University, San Angelo, TX	Associate Degree in Nursing	05/1993
University of Houston, Clear Lake, TX	Master of Arts in Human Resources	05/1985
Ahmadu Bello University, Zaria, Nigeria	B. S. Sociology	06/1978

Licensure

R.N.	Texas Board of Nursing (License No. 596217)	Expires 8/2014
RNC (Psychiatry)	American Nursing Credentialing Council	
ACLS		

Special Skills

Considerable experience in research, surveys, evaluation and generation of reports in medical and human resources industries.

Recent Workshops or Seminars Attended

New Dimensions in Home Health	01/2013
Administrators' Training – PAS	02/2013
TAHC Conference	11/2013
HH Owner/Administrators Conference	11/2013

QUALIFICATIONS PROFILE

A career goal of increasing awareness and advocating for the rights of children and adults with disabilities, to live free of sexual and domestic violence and caregiver abuse. Skilled in developing and delivering high-quality, relevant trainings for people with disabilities, family members and professionals in the disability and victim services fields. Thrives when working with others in collaborative relationships locally, statewide, and nationally.

AREAS OF EXPERTISE

- Management of grant-funded initiatives (effectively organizes multiple tasks, deadlines and manages each project's changing priorities and demands).
- Design and delivery of high-quality education and training content and events.
- Building collaborative partnerships, teams and workgroups.
- Disability-related physical, programmatic and attitudinal accessibility.
- Assessing needs, setting goals, solving problems and evaluating goal achievement.

EDUCATION

- Professional Somatic Experiencing, 3-Year Training Program (2010-2013). [An approach to the resolution and healing of trauma]. The Traumatic Experiencing Training Institute, Boulder, Colorado.
- Post-graduate work (42 graduate hours) in Group Leadership, Human Interactions, Human Behavior, Human Growth and Development and Group Counseling (2001).
- Master of Arts in Psychology; Dual Research and Professional Clinical Track (1993)
- Bachelor of Arts in Psychology and English, Magna Cum Laude (1990)
Stephen F. Austin State University, Nacogdoches, Texas.

RECENT HIGHLIGHTS

2013

Developed and implemented a program of study by SafePlace for representatives of disability and women's rights agencies in Kenya, to address gender-based violence against women and girls with disabilities in rural Kenya. This project is sponsored by the U.S. Department of State. Kenyan staff visited SafePlace to see how one U.S. organization addresses abuse against people with disabilities.

2011

Produced a small-scale national working conference on trauma-informed service delivery to persons with mental health and substance abuse issues. This involved working with national planning committee members, a panel of volunteer speakers, and other stakeholders. It required excellent creativity, supervision, problem-solving, marketing, communication, organizational and other skills, an ability to effectively manage many priorities, and adherence to strict budget requirements. Attendees and others evaluated the conference as highly successful.

PROFESSIONAL EXPERIENCE

Director of Disability Services Program – 2012 to present

SafePlace, Disability Services program, Austin, Texas

Develops, manages and supervises Disability Services program and staff. Directs and ensures efficient services, evaluating and modifying as needed so the program is responsive to community needs. Develops and delivers training programs tailored to persons with disabilities, professionals, family members, caregivers, and other identified groups. Ensures program compliance with funder requirements, contract management, and reporting. Ensures program materials and products are professional, polished, purposeful, engaging, relevant, ethical and

innovative. Manages collaborations, serves as a liaison, and maintains fair, active and cooperative relationships between partner agencies. Ensures that all collaborative projects meet expectations.

National Training Manager/Manager of Disability Services Program – 2004-2012

SafePlace, Disability Services, Austin, TX

- Was responsible for day-to-day oversight and supervision of program staff (educators, trainers, coordinators and technical writer) and grant project activities.
- Organized, managed and implemented federal and state-funded education, training, development and assessment projects of local, statewide and national scope.
- Maintained accurate records of project timelines, goals, objectives and milestone achievements, staff responsible, budget parameters and project participant records.
- Conceptualized, produced and oversaw curriculum development activities on topics that are purposeful, ethical, engaging and relevant to the vision and mission of SafePlace and program initiatives
- Ensured successful completion of education/training designed to improve skills, practices and policies of disability and victim service professionals to reduce risks of abuse and respond confidently to survivors of abuse with disabilities.
- Represented program and agency on internal workgroup and external task forces and committees to promote service accessibility and more-coordinated responses to violence against people with disabilities
- Recruited members, provided orientation, and convened Disability Services Advisory Committee (set agenda, meeting reminders, communication in-between meetings, facilitate meetings, evaluate committee effectiveness, etc.).
- Collaborated with program director and technical writer to draft narratives for new and continuation grants.
- Worked in collaboration with project partner agencies and staff to accomplish grant goals and objectives.
- Prepared and submitted monthly, quarterly and semi-annual program grant performance reports, with input from staff and program director.

National Training Project Coordinator – 2002-2004

SafePlace, Disability Services, Austin, TX

Responsible for coordination and implementation of a federally-funded training project of national scope to increase the practical skills and knowledge of professionals in the disability, domestic violence and sexual assault fields to respond to abuse victims with disabilities and have a more coordinated community response to violence against people with disabilities. Accountabilities included: supervision of project staff; developing and implementing project initiatives; promoting, scheduling, designing and delivering high-quality training curriculum at state and national conferences, train-the-trainer workshops, training institutes, symposia and in-service and pre-service training. Developed and delivered multidisciplinary community-wide workshops in Texas via a grant-funded collaboration with Adult Protective Services staff.

Statewide Domestic and Sexual Violence Educator – 2000-2002

SafePlace, Disability Services, Austin, TX

Accountable for implementing a training curriculum designed to provide information on developing and providing accessible domestic, caregiver and sexual abuse prevention and intervention services for persons with disabilities. Job duties included the ongoing management of multiple tasks associated with promoting, scheduling, planning, coordinating and delivering educational classes and workshops across Texas.

Training partners and participants included disability service providers, social workers, counselors, rehabilitation workers, healthcare workers, domestic violence shelter and rape crisis agency staff, direct care residential staff, disability advocates, and others living and working with persons with disabilities. Other job duties included the development and maintenance of statewide training partnerships with crisis professionals, Adult Protective Service workers and disability service professionals, as well as people with disabilities.

Research Project Coordinator – 1995-2000

The Arc of the United States (National), Arlington, TX

Coordination of a federally-funded project of national significance with multiple research and development goals designed to redress gender inequity in educational programs for students with cognitive and developmental disabilities. Project activities included the following tasks: developing timelines, monitoring achievement of all project goals; review and summary of professional literature; recruitment and development of research field sites; development of survey instruments and research protocols; design of classroom observational protocols; planning, coordination and implementation of data collection activities; and database management. Additional job tasks were to field-test print-based educational materials developed for in-service and pre-service training of special educators, and engage in the dissemination of research findings as co-researcher and co-author.

Project Specialist – 1994-1995

The Arc of the United States (National), Arlington, TX

Primary duties were to plan, coordinate and implement a federally-funded follow-up research project designed to examine the importance of self-determination on positive adult outcomes for youth with disabilities and the quality of life for adults with mental retardation living in community-based congregate/group homes. Research took place in field sites in Alabama, Texas, New Jersey and Washington, D.C. Other duties included recruiting field sites in school districts and Arc affiliates across the United States. The position required data collection, co-analysis with the principal investigator, co-authorship and the dissemination of research findings.

PROFESSIONAL AFFILIATIONS

- National Center on Justice and Disability (The Arc of the United States)
- Seclusion and Restraint Reduction Leadership Group (attendee), Hogg Foundation for Mental Health
- National Sexual Assault Advisory Committee
- Texas Council on Family Violence, Co-Chair, Allies for Survivors with Disabilities
- Violence Against Women Act (VAWA) and Women with Disabilities, Committee Participant (convened by the National Taskforce to End Sexual and Domestic Violence)
- Sexual Assault Response & Resources Team, Austin, Texas
- Travis County Special Task Unit, Department of Family & Protective Services/Travis County, Austin, Texas
- American Psychological Association (APA): *Currently inactive*
- APA, Division 33, (Mental Retardation and Developmental Disabilities): *Currently inactive*

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Andrew C. Hofmeister

Professional Experience	<p>10/2001 – Present Austin-Travis County EMS Austin, TX Commander-Community Health Paramedic Program</p> <ul style="list-style-type: none"> • Research and develop a program to address the needs of frequent users of EMS and vulnerable patient populations. • Develop relationships with healthcare and social service agencies in the community. • Develop and implement new methods of delivering services to frequent users of EMS and vulnerable patient populations. • Collaborate with outside agencies to assist in the development and/or delivery of care to vulnerable patient populations. <p><i>While with Austin-Travis County EMS I have held the following positions:</i></p> <ul style="list-style-type: none"> • Flight Paramedic (STAR Flight) 2/2006 – 1/2009 • Training Captain (Training Academy) 11/2004 – 2/2006 • Rescue Paramedic (Special Operations) 3/2002 – 11/2004 • Field Paramedic (Field Operations) 10/2001 – 3/2002 <p>12/2003 – 11/2004 Texas Lifestar Killeen, TX. Flight Paramedic-Part Time</p> <ul style="list-style-type: none"> • Provide in-flight paramedic level care to the sick and/or injured. <p>4/1997 – 10/2001 Ojai Ambulance, Inc. Ojai, CA. Paramedic Supervisor/Field Training Officer</p> <ul style="list-style-type: none"> • Respond to emergency and non-emergency requests for ambulance transportation and provide care to the sick and/or injured. • Supervise and train new employee's and paramedic students according to company and county EMS policies and protocols. <p>6/2000 – 10/2001 Ventura County Sheriff's Aviation Unit Camarillo, CA. Flight Paramedic-Volunteer</p> <ul style="list-style-type: none"> • Provide in-flight paramedic level care to the sick/injured. • Assist flight crew with rescue, law enforcement, and fire operations.
Education	<p>4/1999 – 12/1999 U.C.L.A-DFH Paramedic School Inglewood, Ca. Paramedic Certificate</p> <ul style="list-style-type: none"> • Completed 1,069 hours of class, clinical and field internship time.

Accreditations

- AHA BCLS-Provider
- AHA ACLS-Provider
- AHA PALS-Provider
- AMLS-Provider
- Texas Department of State Health Services-Paramedic Certified

*Copy of certification cards available upon request

Senior Police Officer Randy Hunt

Austin Police Department Crisis Intervention Unit

I have served the City of Austin as a peace officer for more than 20 years. I am licensed by the State of Texas as a Master Peace Officer and have 2,190 hours of continued education, including advanced levels in training and education courses. I have been a Certified Crisis Intervention Officer (CIT) for more than 12 years.

In 2004, I was assigned a position as a Public Safety and Emergency Management Department (PSEM) police supervisor at the Austin Resource Center for the Homeless (ARCH). I dutifully served there until January 2009. I became acutely aware of the needs, and burdens of many homeless people dealing with mental illness. I developed and maintain a spirit of public service to help those individuals that often times cannot help themselves.

In January 2011 I was assigned to the Austin Police Department Violent Crimes II Division, Crisis Intervention Unit. Prior to and during my tenure in the CIT Unit, I worked with numerous local and state agencies as well as many private entities to search for the best outcome for the circumstances of which we faced. I will be further committed to continue my service to the community by becoming a dedicated member of the APS Special Task Unit in Travis County.

References:

Karen Ranus,
Executive Director for National Alliance on Mental Illness (NAMI Austin)

Sgt. Michael King
Supervisor APD CIT Unit



Travis County Commissioners Court Agenda Request

Meeting Date: October 14, 2014

Prepared By/Phone Number: Sylvia Mendoza 512-854-7008

Elected/Appointed Official/Dept. Head: Estela P. Medina 854-7069

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to approve the contract amendment number twelve between the Austin Independent School District (AISD) and the Travis County Juvenile Board for the Truancy Court Project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Juvenile Board has entered into a contract with the Austin Independent School District (AISD) to provide the Travis County Truancy Court with continued funding contribution for the purpose of assisting the Truancy Court with operational activities throughout the fiscal 2014.

The attached contract amendment number twelve proposes to extend the current contract through September 30, 2015.

STAFF RECOMMENDATIONS:

The Travis County Juvenile Probation Department respectfully recommends approval of the contract extension.

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 David Salazar at David.Salazar@co.travis.tx.us in the County Judge's office, by **Tuesdays at 5:00 p.m.** for the next week's meeting.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: The Honorable Samuel T. Biscoe, County Judge
The Honorable Ron Davis, Commissioner Precinct 1
The Honorable Bruce Todd, Commissioner Precinct 2
The Honorable Gerald Daugherty, Commissioner, Precinct 3
The Honorable Margaret J. Gomez, Commissioner, Precinct 4

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

RE: Approval of the Truancy Court Contract Amendment Thirteen between the Austin Independent School District and the Travis County Juvenile Board.

DATE: October 8, 2014

Travis County Juvenile Probation Department respectfully requests that the attached Truancy Court contract amendment number thirteen with the Austin Independent School District (AISD) be placed before Commissioners Court for review and approval. This contract has been in place since February of 2002. Amendment number thirteen will allow Travis County to continue to receive contributions from AISD to assist with the Truancy Court Project throughout fiscal year 2015.

The Juvenile Probation Department along with the Travis County Juvenile Board is interested in continuing our partnership with AISD through September 30, 2015. The Travis County Juvenile Board at its most recent meeting held on October 3, 2014 reviewed the contract and voted to approve contract amendment number 13 extending the period through FY2015. If you have any questions, please do not hesitate to contact me at 512-854-7069 or Sylvia Mendoza at 512-854-7008.

cc: Sylvia Mendoza
Chris Hubner

AMENDMENT NUMBER THIRTEEN
TO THE TRUANCY COURT PROJECT AGREEMENT BETWEEN
TRAVIS COUNTY, THE TRAVIS COUNTY JUVENILE BOARD AND THE
AUSTIN INDEPENDENT SCHOOL DISTRICT

This Amendment Number Thirteen (“Amendment Thirteen”) to the Truancy Court Project is entered into by Travis County (“COUNTY”), the Travis County Juvenile Board (“TCJB”) and the Austin Independent School District (“AISD”), hereinafter collectively referred to as the “Parties,” pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in February of 2002 the Parties entered into an Agreement for the Truancy Court Pilot Project (hereinafter referred to as the “Agreement”); and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, the Parties entered into Amendment Twelve to the Agreement for the period October 1, 2013, through September 30, 2014; and,

WHEREAS, in Amendment Ten the Parties agreed to delete all references to the word “Pilot” within the Agreement and hereinafter make reference only to the Truancy Court Project; and,

WHEREAS, from October 1, 2013, to the date of this Amendment Thirteen, the Parties have continued to operate the Truancy Court Project without formal written amendment of the Agreement to extend its terms; and,

WHEREAS, the Parties now desire to ratify and approve the extension of the Agreement from October 1, 2014, through September 30, 2015, and to provide funding for such term.

NOW, THEREFORE, in consideration of the above premises, the Parties hereby ratify and approve this Amendment Number Thirteen to the Agreement as follows:

1. The Agreement is extended for an additional one-year period, from October 1, 2014, through September 30, 2015 (the “FY 2014 Term”).
2. AISD agrees to provide funding to COUNTY in the amount of \$97,411 for the services provided by the TCJB from October 1, 2014, through September 30, 2015. COUNTY shall invoice AISD on a quarterly basis and invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of the Truancy

Court Project FY 2014 funds shall include operating expenses and personnel costs as determined by the Truancy Court Program Administrator. Operating expenses may include the expenditure of funds for incentives to youth participation in the project.

3. The Parties agree that except as specifically amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

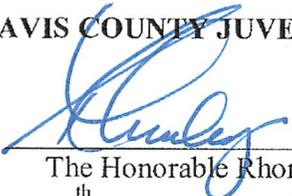
4. This Amendment shall have an effective date of October 1, 2014.

Executed as of the latest date set forth below:

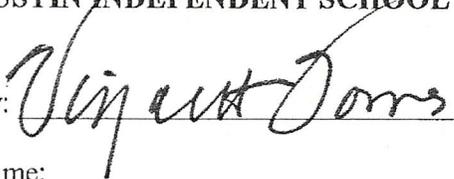
COUNTY OF TRAVIS

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

TRAVIS COUNTY JUVENILE BOARD

By:  Date 10-2-14
The Honorable Rhonda Hurley
98th Judicial District Court
Chair of the Juvenile Board

AUSTIN INDEPENDENT SCHOOL DISTRICT

By:  Date _____
Name: _____

Title: _____

APPROVED AS TO LEGAL FORM
 8/18/14

WJY

AGREEMENT FOR TRUANCY COURT PILOT PROJECT

This Agreement for Truancy Court Pilot Project ("Agreement") is made and entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the City of Austin ("CITY"), hereinafter collectively referred to as the "Parties", pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

WHEREAS, the Texas Education Code and the Texas Family Code provide for compulsory school attendance in the State of Texas and enforcement proceedings in justice and municipal courts; and,

WHEREAS, the Parties share an interest in efficiently addressing truancy in the City of Austin and Travis County; and,

WHEREAS, the Parties desire to establish a collaborative effort to implement a Truancy Court Pilot Project in order to create a comprehensive and coordinated approach to addressing, reducing and preventing truancy;

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the Parties agree as follows:

1.0 General Statement of Intent The Parties hereby enter into this Agreement to establish and implement a Truancy Court Pilot Project as part of a collaborative effort to reduce and prevent truancy.

2.0 Agreement Period

2.1 Initial Term. The Initial Term of this Agreement shall commence when it has been executed by all Parties and shall continue through September 30, 2002, unless earlier terminated as provided herein.

2.2 Renewal Term(s). By written agreement of the Parties, this Agreement may be extended for additional one-year renewal terms beyond the Initial Term.

2.3 Termination. Any Party may terminate this Agreement at any time by providing each other Party written notice of its intent to terminate at least 30 days prior to the effective date of the termination.

3.0 Truancy Court Pilot Project Operations

3.1 The Truancy Court Pilot Project shall focus initially upon truancy among eighth graders at Mendez Middle School and among ninth graders at Travis High School. Upon agreement of the Parties, school and grade designations may be changed, added or deleted.

3.2 TCJB personnel will work with the Austin Independent School District to track daily attendance and receive referrals of students to Truancy Court when students have accumulated an agreed upon number of unexcused absences for a day or any part of a day within four weeks.

3.3 Pilot Project truancy cases will be handled by the Travis County Truancy Court Judge, who shall be a juvenile referee appointed by the TCJB. Initial hearings will be held at the truant's school. The Truancy Court Judge will travel to the school for the hearings. Subsequent hearings may be held at Travis County Juvenile Court or at a Justice of the Peace Precinct Court.

3.4 Juvenile probation officers will monitor Pilot Project truancy cases to ensure that the Truancy Judge's orders are carried out.

4.0 Truancy Court Pilot Project Funding

4.1 The Parties have agreed upon a Projected Budget for Fiscal Year 2002 (October 1, 2001 through September 30, 2002). A copy of the Projected Budget for Fiscal Year 2002 is attached hereto as Attachment A and made a part hereof.

4.2 The TCJB shall administer Truancy Court Pilot Project funds. Travis County agrees to invoice the City on a quarterly basis for the City's share of Truancy Court Pilot Project FY 02 funding (as set forth in Attachment A). Invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project funds shall be in accordance with the Projected Budget for FY 02 (Attachment A).

5.0 Records and Information

5.1 The Parties agree to comply with all applicable laws with regard to the creation, maintenance, storage, and dissemination of records and/or information generated, collected or gathered in connection with Truancy Court Pilot Project activities.

5.2 Records and information relating to clients and Truancy Court Pilot Project activities may be shared among the Parties as permitted by law when the sharing of records and information may serve the purposes of the Truancy Court Pilot Project. The Parties expressly acknowledge and agree that each Party retains ownership of its records and information and that records and information shared between and among the Parties in connection with the Truancy Court Pilot Project shall remain confidential and shall not be made public or otherwise disseminated without the consent of the Party that owns the documents or information.

5.3 TCJB agrees to provide the City with a quarterly report which shall include the following information with regard to designated pilot project schools: the number of truancy cases filed; the number of truancy hearings held; the number of truancy case dispositions; the number of students completing deferred prosecution or probation; and the most recent attendance data available from AISD.

6.0 Relationship of Parties

6.1 Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of employer-employee or principal-agent, or to otherwise create any liability for one Party with respect to the obligations or liabilities of any other Party. No Party to this Agreement shall be responsible for the acts of an employee of another Party except as may be decreed against that Party by a judgment of a court of competent jurisdiction.

6.2 It is expressly understood and agreed that no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law as a result of its execution of this Agreement and performance of the functions and obligations described herein..

7.0 Severability. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

8.0 Payments from Current Revenues. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying Party.

9.0 Notice.

9.1 Any notice given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, or by fax transmission, as agreed to by the Parties and as evidenced by a confirming return fax transmission, to the addresses or fax numbers set forth below.

9.1.1 If to City of Austin:

David Lurie, Director
Austin/Travis County Health and Human Services
2100 East St. Elmo Road
Austin, Texas 78744-1886
512-707-3251
Fax: 512-707-5404

Copy to:

Sedora Jefferson
City Attorney
P.O. Box 1088
Austin, TX 78767-8828
Fax: 512-974-2894

9.1.2 If to Travis County:

Samuel T. Biscoe,
Travis County Judge
314 West 11th St., Suite 520
Austin, TX 78701
512-473-9555
Fax: 512-473-9535

Copy to:

Ken Oden
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Fax: 512-473-9316

9.1.3 If to Austin Independent School District:

Dr. Pat Forgione
Superintendent of Schools
Austin Independent School District
1111 West 6th Street
Austin, Texas 78703
512-414-2181
Fax: 512-480-0802

9.1.4 If to TCJB:

Honorable W. Jeanne Meurer
Chair, TCJB
98th District Court
1000 Guadalupe Street, Suite 412
Austin, Texas 78701
512-473-9307
Fax: 512-473-9332

9.2 Any Party may designate a different agent, address and/or fax number for notice purposes by giving the other Parties at least ten (10) days written notice in accordance with this section.

10.0 Number and Gender. Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

Attachment A

**TRUANCY COURT
PROJECTED BUDGET FY '02**

	Total
Personnel	
1 - Court Judge	\$ 81,650
3 - JPO's	\$ 117,639
1 - Clerk III	\$ 20,871
Total Personnel	\$ 220,160
Operating	
Office Supplies	\$ 1,250
Pagers	\$ 200
Cell Phones	\$ 600
Air Time	\$ 2,400
Travel	\$ 2,000
Training	\$ 2,500
Law Enforcment Equip	\$ 180
Mileage	\$ 10,000
Total Operating	\$ 19,130
Computer/Technology	
Notebook Computers	\$ 20,000
Printers	\$ 2,876
Total Computer Technology	\$ 22,876
GRAND TOTAL	\$ 262,166

Funding Sources:

Travis County (Title IV-E Funds)	\$ 117,639	45%
AISD	\$ 87,411	33%
City Of Austin	\$ 57,116	22%
	\$ 262,166	



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT FOR THE NOVEMBER 4, 2014 JOINT GENERAL AND SPECIAL ELECTION WITH TRAVIS COUNTY AND 23 PARTICIPATING ENTITIES:

City of Austin
City of Creedmoor
City of Jonestown
City of Lakeway
City of Pflugerville
City of Rollingwood
Village of Point Venture
Village of Volente
Austin Community College
Austin Independent School District
Del Valle Independent School District
Lago Vista Independent School District
Round Rock Independent School District
North Austin Municipal Utility District No 1
Pilot Knob Municipal Utility District No. 5
Southeast Travis County Municipal Utility District No. 3
Southeast Travis County Municipal Utility District No. 4
Tanglewood Limited District
Wells Branch Municipal Utility District
Williamson - Travis County Municipal Utility District No. 1
Lakeside Water Control and Improvement District No. 2A
Barton Springs/Edwards Aquifer Conservation District
Onion Creek Metro Park

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Joint election agreement

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

JOINT ELECTION AGREEMENT FOR NOVEMBER 4, 2014 ELECTIONS

Travis County (the "County") will be conducting general and special election for the Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, on November 4, 2014. The Participating Entities require elections to be held on November 4, 2014 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 4, 2014 Joint General and Special Elections for the parties to this agreement to be held on November 4, 2014. The County and the Entities will hold these elections on November 4, 2014 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held.

The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. **Election Night**

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost

Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. ***Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.*** The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 10, 2014 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts will be construed together and will constitute one and the same agreement.

The parties to this agreement have executed it in multiple copies, each of equal dignity, on this ____ day of _____, 2014.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

PARTICIPATING ENTITIES

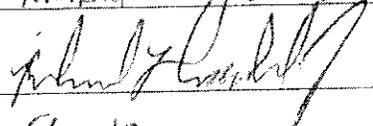
Name of Participating Entity City of Austin
Address 301 W 2nd Street
Austin, Tx 78701
Name of Authorized Signatory Jannette Goodall
Signature Jannette A Goodall
Date signed 9/16/14

PARTICIPATING ENTITIES

Name of Participating Entity City of Coedman

Address 5008 Hartung Ln
Coedman TX 78610

Name of Authorized Signatory Richard C Campbell Jr

Signature 

Date signed 9-18-2014

PARTICIPATING ENTITIES

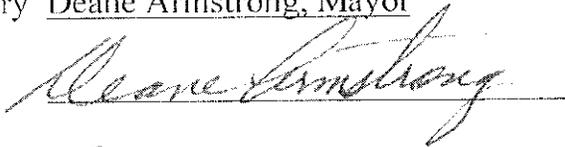
Name of Participating Entity City of Jonestown

Address 18649 FM 1431, Suite 4A

Jonestown, Texas 78645

Name of Authorized Signatory Deane Armstrong, Mayor

Signature

A handwritten signature in cursive script, appearing to read "Deane Armstrong", written over a horizontal line.

Date signed

9-26-2014

PARTICIPATING ENTITIES

Name of Participating Entity _____

Address _____

Name of Authorized Signatory _____

Signature _____

Date signed _____

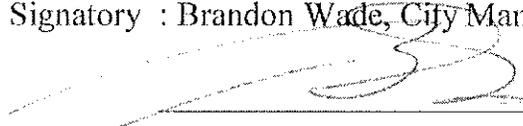
PARTICIPATING ENTITIES

Name of Participating Entity: City of Pflugerville

Address P.O. Box 589
Pflugerville, TX 78691

Name of Authorized Signatory : Brandon Wade, City Manager

Signature



Date signed

9-25-14

PARTICIPATING ENTITIES

Name of Participating Entity City of Rollingwood
Address 403 Nixon Drive
Rollingwood, TX 78746
Name of Authorized Signatory Charles R. Winfield, City Administrator
Signature Charles R. Winfield
Date signed September 15, 2015
2014 RRyan

PARTICIPATING ENTITIES

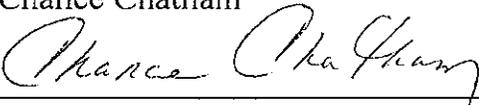
Name of Participating Entity The Village of Point Venture

Address 18606 Venture Drive

Point Venture, TX 78645

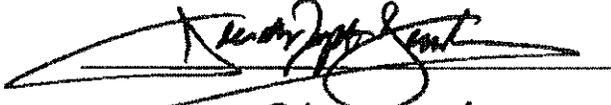
Name of Authorized Signatory Chance Chatham

Signature



Date signed October 10, 2014

PARTICIPATING ENTITIES

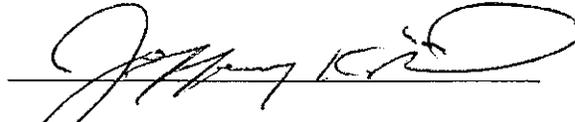
Name of Participating Entity Village of Volente
Address 16100 Wharf Cove
Volente, Tx 78641
Name of Authorized Signatory MAYOR FREDERICK GRABER
Signature 
Date signed 9/22/14

PARTICIPATING ENTITIES

Name of Participating Entity Austin Community College District
Address 5930 Middle Fiskville Road
Austin, TX 78752

Name of Authorized Signatory Jeffrey Richard

Signature

A handwritten signature in black ink, appearing to read "Jeffrey Richard", is written over a horizontal line. The signature is stylized with a large initial "J" and a circular flourish at the end.

Date signed

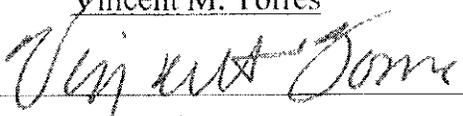
October 6, 2014

PARTICIPATING ENTITY

Name of Participating Entity Austin Independent School District

Address 1111 W. 6th Street,
Austin, TX 78703-5338

Name of Authorized Signatory Vincent M. Torres

Signature 

Date signed 10/29/2014

ATTEST: I HAVE REVIEWED THIS DOCUMENT AND IT IS TRUE AND CORRECT.
10/29/14

PARTICIPATING ENTITIES

Name of Participating Entity Del Valle ISD

Address 5301 Ross Road, Suite 119
Del Valle, TX 78617

Name of Authorized Signatory Kelly K. Crook, Superintendent

Signature 

Date signed 9-19-2014

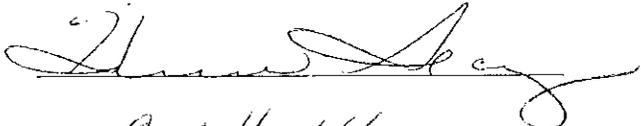
PARTICIPATING ENTITIES

Name of Participating Entity **Lago Vista ISD**

Address **PO Box 4929**

Lago Vista, TX 78645

Name of Authorized Signatory **Henri Gearing**

Signature 

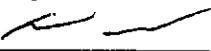
Date signed 9-24-14

PARTICIPATING ENTITIES

Name of Participating Entity Round Rock ISD

Address 1311 Round Rock Ave.
Round Rock, TX 78681

Name of Authorized Signatory Randy Staats

Signature 

Date signed 10/10/14

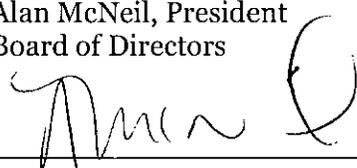
PARTICIPATING ENTITIES

Name of Participating Entity North Austin Municipal Utility District No. 1

Address c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory Alan McNeil, President
Board of Directors

Signature



Date signed

June 18, 2014

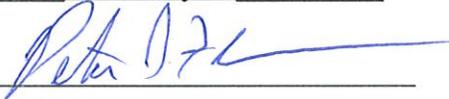


PARTICIPATING ENTITIES

Name of Participating Entity Pilot Knob Municipal Utility District No. 5

Address c/o Armbrust & Brown, PLLC
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701

Name of Authorized Signatory Peter Flynn

Signature 

Date signed August 11, 2014

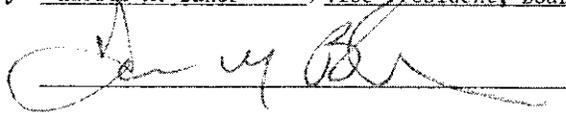
PARTICIPATING ENTITIES

Name of Participating Entity Southeast Travis County Municipal Utility District
No. 3

Address c/o Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

Name of Authorized Signatory Harris M. Baker, Vice President, Board of Directors

Signature

A handwritten signature in black ink, appearing to read "Harris M. Baker", written over a horizontal line.

Date signed August 14, 2014

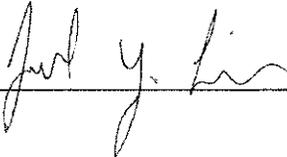
PARTICIPATING ENTITIES

Name of Participating Entity **SOUTHEAST TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 4**

Address c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory Jared Lindauer, President, Board of Directors

Signature



Date signed August 14, 2014

PARTICIPATING ENTITIES

Name of Participating Entity Tanglewood Forest Limited District

Address c/o The Carlton Law Firm, P.L.L.C.
2705 Bee Cave Rd., Suite 200
Austin, Texas 78746

Name of Authorized Signatory Joseph S. Babb, President

Signature  _____

Date signed September 29, 2014

PARTICIPATING ENTITIES

Name of Participating Entity **Wells Branch Municipal Utility District**

Address c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory Donna Howe, President, Board of Directors

Signature Donna Howe

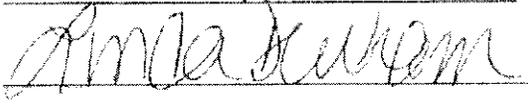
Date signed July 1, 2014

PARTICIPATING ENTITIES

Name of Participating Entity WILLIAMSON-TRAVIS COUNTY MUD NO. 1

Address c/o Willatt & Flickinger, 2001 North Lamar
Austin, Texas 78705

Name of Authorized Signatory Linda Durham, President

Signature 

Date signed September 17, 2014

PARTICIPATING ENTITIES

Name of Participating Entity Lakeside Water Control and Improvement District
No. 2A

Address c/o Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Name of Authorized Signatory Lawrence Shellaby

Signature *Lawrence Shellaby*

Date signed 9/16/2014

PARTICIPATING ENTITIES

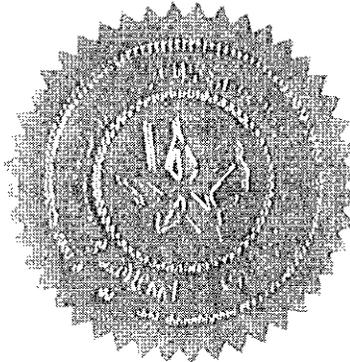
Name of Participating Entity	Barton Springs Edwards Aquifer Conservation District
Address	1124 Regal Row Austin, TX 78748

Name of Authorized Signatory	Acting President, Board of Directors
Signature	<u><i>Charles D. ...</i></u>
Date signed	<u>9/25/2014</u>

ATTEST:

Carol ...
Secretary, Board of Directors

[SEAL]



APPROVED AS TO FORM:

Bill Dugat
William D. Dugat

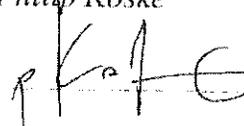
PARTICIPATING ENTITIES

Name of Participating Entity: *Onion Creek Metro Park District*

Address: *1108 Lavaca, Suite 510
Austin, Texas 78701*

Name of Authorized Signatory: *Mr. Philip Koske*

Signature:

A handwritten signature in black ink, appearing to read 'P Koske', is written over a horizontal dashed line.

Date signed:

September 12, 2014

EXHIBIT A

Municipalities

City of Austin
City of Creedmoor
City of Jonestown
City of Lakeway
City of Pflugerville
City of Rollingwood
Village of Point Venture
Village of Volente

School Districts

Austin Community College
Austin ISD
Del Valle ISD
Lago Vista ISD
Round Rock ISD

MUDs & Limited Districts

North Austin MUD No. 1 (Travis & Williamson Co)
Pilot Knob MUD No. 5
Southeast Travis County MUD No. 3
Southeast Travis County MUD No. 4
Tanglewood Limited District
Wells Branch MUD
Williamson- Travis County MUD No. 1

WCIDs

Lakeside WCID No. 2A

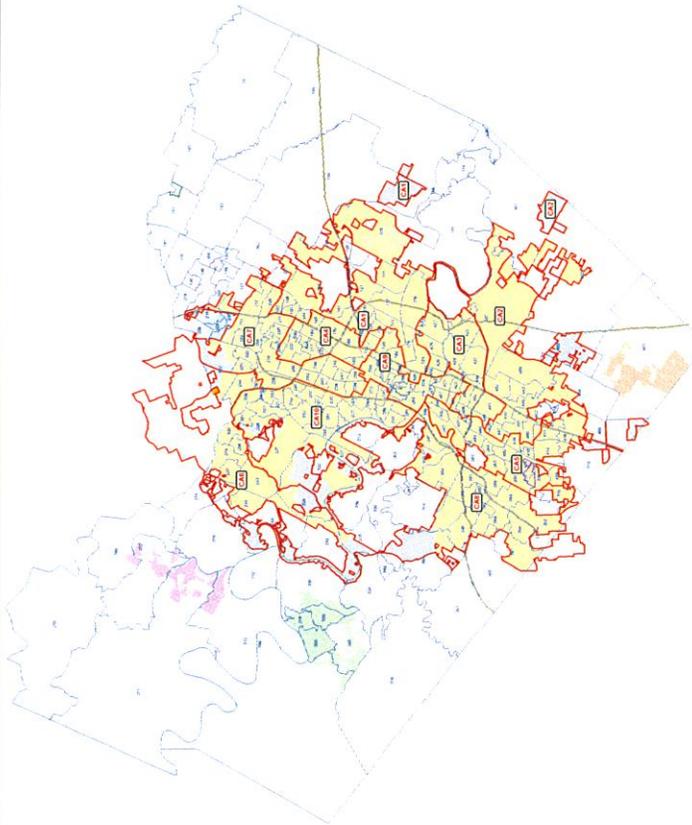
Other

Barton Springs /Edwards Aquifer Conservation District
Onion Creek Metro Park

EXHIBIT B
MAPS AND DESCRIPTIONS



- Austin SMDs
- Tanglewood Limited District
- Lakeside WCID No. 2A
- Wells Branch MUD
- North Austin MUD No. 1
- AUSTIN FULL PURPOSE
- AUSTIN LTD
- CREEDMOOR
- JONESTOWN
- LAKEWAY



Travis County November 2014 Election

- Onion Creek Metro Park
- Southeast Travis County MUD No. 4
- Southeast Travis County MUD No. 3
- Pilot Knob MUD No. 5
- Round Rock ISD
- Lepp Vista ISD
- Del Valle ISD SMDs
- Austin ISD SMDs
- Williamson-Travis County MUD No. 1
- PFLUGERVILLE
- ROLLINGWOOD
- VILLAGE OF POINT VENTURE
- VILLAGE OF VOLLENTE
- Ede-A-Gr/SMD
- ACC

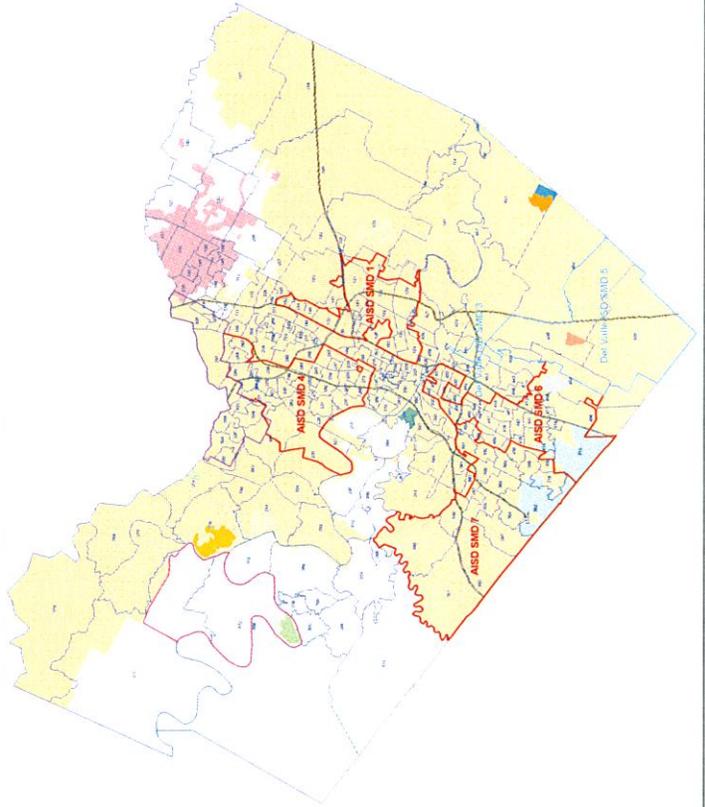


EXHIBIT C
COST ESTIMATE

	Cost	Admin fee	Total Cost	Estimates 75% Admin	75% Admin 75%	Estimate Due
ALL TRAVIS	\$ 367,108.68		\$ 367,108.68			
AUSTIN COMMUNITY COLLEGE	306,272.73	30,627.27	336,900.00	229,704.55	22,970.46	252,675.01
AUSTIN FULL PURPOSE	263,244.97	26,324.50	289,569.47	197,433.73	19,743.37	217,177.10
AUSTIN LIMITED	5,024.76	502.48	5,527.24	3,768.57	376.86	4,145.43
JONESTOWN	895.92	89.59	985.51	671.94	67.19	739.13
PFLUGERVILLE	17,125.72	1,712.57	18,838.29	12,844.29	1,284.43	14,128.72
ROLLINGWOOD	676.12	67.61	743.73	507.09	50.71	557.80
CREEDMOOR	139.03	13.90	152.93	104.27	10.43	114.70
POINT VENTURE	383.06	38.31	421.37	287.30	28.73	316.03
LAKEWAY	5,962.79	596.28	6,559.07	4,472.09	447.21	4,919.30
VOLENTE	278.06	27.81	305.87	208.55	20.86	229.41
DEL VALLE SMD 3	1,724.92	172.49	1,897.41	1,293.69	129.37	1,423.06
DEL VALLE SMD 5	1,405.89	140.59	1,546.48	1,054.42	105.44	1,159.86
NORTH AUSTIN MUD 1	426.33	42.63	468.96	319.75	31.98	351.73
WELLS BRANCH MUD	4,454.79	445.48	4,900.27	3,341.09	334.11	3,675.20
TANGLEWOOD FOREST LIMITED DIST	1,537.43	153.74	1,691.17	1,153.07	115.31	1,268.38
PILOT KNOB MUD 5						
SOUTHEAST TR COUNTY MUD 3	1.15	0.12	1.27	0.86	0.09	0.95
SOUTHEAST TR COUNTY MUD 4						
WMS TRAVIS COUNTY MUD 1	495.55	49.56	545.11	371.66	37.17	408.83
EDWARDS AQUIFER SMD #2	3,951.16	395.12	4,346.28	2,963.37	296.34	3,259.71
AUSTIN ISD	229,276.20	22,927.62	252,203.82	171,957.15	17,195.72	189,152.87
DEL VALLE ISD	14,295.47	1,429.55	15,725.02	10,721.60	1,072.16	11,793.76
LAGO VISTA ISD	3,859.43	385.94	4,245.37	2,894.57	289.46	3,184.03
ROUND ROCK ISD	17,656.47	1,765.65	19,422.12	13,242.35	1,324.24	14,566.59
LAKESIDE WCID 2A	4.04	0.40	4.44	3.03	0.30	3.33
	879,091.99	87,909.20	967,001.19	659,318.99	65,931.94	725,250.93
Total Elections	\$ 1,246,200.67	\$ 87,909.20	\$ 1,334,109.87	\$ 659,318.99	\$ 65,931.94	\$ 725,250.93



Travis County Commissioners Court Agenda Request

Revised

Meeting Date: October 21, 2014

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING NEW CONTRACT FOR ELECTION SERVICES TO CONDUCT ELECTIONS FOR TRAVIS COUNTY ENTITIES

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONTRACT FOR ELECTION SERVICES FOR:

City of Lakeway

City of Pflugerville

Village of Point Venture

Austin Community College

Austin Independent School District

Del Valle Independent School District

Round Rock Independent School District

North Austin Municipal Utility District No 1

Pilot Knob Municipal Utility District No. 5

Southeast Travis County Municipal Utility District No. 3

Southeast Travis County Municipal Utility District No. 4

Tanglewood Limited District

Wells Branch Municipal Utility District

Williamson - Travis County Municipal Utility District No. 1

Lakeside Water Control and Improvement District No. 2A

Barton Springs Edwards Aquifer Conservation District

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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



Travis County Commissioners Court Agenda Request

Meeting Date: October 14, 2014

Prepared By/Phone Number: Sherine Thomas, 854-9513

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE:

RECEIVE BRIEFING FROM OUTSIDE COUNSEL AND TAKE APPROPRIATE ACTION REGARDING *STEVEN BRAND V. TRAVIS COUNTY*; CAUSE NO. 1:14-CV-00658-LY. (EXECUTIVE SESSION PURSUANT TO GOV'T. CODE sec. 551.071, CONSULTATION WITH ATTORNEY).

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:



Travis County Commissioners Court Agenda Request

Meeting Date: October 21, 2014
Prepared By/Phone Number: David Salazar
Office of the Travis County Judge
512-854-9555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge

Commissioners Court Sponsor:

AGENDA LANGUAGE:

RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON THE CONFERENCE OF URBAN COUNTIES TECHSHARE CRIMINAL COURTS PROJECT. **(THIS ITEM WILL BE TAKEN IN EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 23, 2014

Prepared By/Phone Number: Elizabeth Montgomery, 512-854-3124

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Receive briefing and authorize County Attorney to enter into contract for expert study and witness for tax challenge. (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: N/A

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 Agenda Request

Meeting Date: October 21, 2014

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of September 30 and October 7, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Minutes for the Travis County Commissioners Court Tuesday, September 30, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on September 30, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:

- Shaun Auckland, Environmental Specialist, Transportation and Natural Resources (TNR)
- Geoff Hengsen, Program Director, Colorado River Alliance
- Rebecca Saltsman, Community Programs Manager, Keep Austin Beautiful
- Carlos León, Travis County resident
- Dr. John Kim, Travis County resident

Special Items

1. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal

Clerk's Note: Items 1 and 34 are associated with one another and were called for concurrent discussion.

MOTION: Approve the Fire Marshal's recommendation to continue without a burn ban.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

2. Consider and take appropriate action regarding the Travis County Combined Charities Campaign, our employee giving campaign:
 - a. Greater Austin Workplace Campaign Engagement Agreement for 2014-2015 with United Way for Greater Austin;

- b. Set the official campaign dates for October 15, 2014;
- c. Print more than 5000 copies of the United Way for Greater Austin pledge forms; and
- d. Authorize the distribution of Travis County's previously approved and the City of Austin's 2014 booklet of federations and charitable organizations that are included in the City of Austin Combined Charities Campaign. (Judge Biscoe)

Members of the Court heard from:

Melissa Velasquez, Executive Assistant, County Judge's Office
Catherine Morse, Board Chair, United Way for Greater Austin
Debbie Bresette, President, United Way for Greater Austin

MOTION: Approve Item 2.a.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

MOTION: Approve Item 2.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

MOTION: Approve Item 2.d.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: Item 2.c was discussed.

Resolutions and Proclamations

- 3. Approve proclamation designating October 4 through 18, 2014 as the fourteenth annual "Binational Health Weeks" throughout Travis County. (Commissioner Gómez)

Members of the Court heard from:

Rosalba Ojeda, Consul General of Mexico in Austin

MOTION: Approve the proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- 4. Approve proclamation declaring October 2014 as "Domestic Violence Awareness Month" in Travis County.

Members of the Court heard from:

Gretta Gardner, Social Services Director, Travis County Counseling and Education Services (TCCES), Chair, Austin-Travis County Family Violence Task Force
Carlos Lopez, Constable, Precinct 5
Brenda Vicars Hummel, Winner, 2nd Annual Stand Up for Safe Families Poetry Contest

Jim Sylvester, Chief Deputy, Travis County Sheriff's Office (TCSO)
Heather Bellino, Executive Director, Texas Advocacy Project
Julia Spann, Executive Director, SafePlace

MOTION: Approve the proclamation in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: The Court noted that victims of sexual assault or domestic or dating violence may contact SafePlace by calling 512-267-SAFE.

5. Approve proclamation recognizing October 5 through 11, 2014 as "National 4-H Week" in Travis County.

Members of the Court heard from:

Dolores Sandmann, Travis County Extension Director, Texas A&M AgriLife Extension Service
Cory Talley, County Extension Agent, 4-H and Youth Development, Texas A&M AgriLife Extension
Abigail Werchan, 4-H Participant
John Swartz, 4-H Participant
Anna Swartz, 4-H Participant
Emily Swartz, 4-H Participant
Tanja Swartz, 4-H Club Manager

MOTION: Approve the proclamation in Item 5.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Clerk's Note: The Court noted that those wishing more information about 4-H may call 512-854-9600.

Planning and Budget Dept. Items

6. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:

Jessica Rio, Budget Director, Planning and Budget Office (PBO)
Travis Gatlin, Assistant Budget Director, PBO
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)

MOTION: Approve all of the budget amendments, transfers and discussion items, except budget item O2.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

MOTION: Approve budget item O2.
RESULT: **APPROVED [3 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Bruce Todd
NAYS: Gerald Daugherty, Margaret J. Gómez

Clerk's Note: For this Item, O2 is a reference to a numbered item in the supporting budget document.

7. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
 - a. Annual contract with the Office of the Attorney General to continue the other Victim Assistance Grant Program in the County Attorney's Office;
 - b. Annual contract with the Texas Department of Public Safety, Texas Division of Emergency Management to continue the emergency management performance grant in the Emergency Services Department;
 - c. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Vision Summit Conference in the Travis County Sheriff's Office;
 - d. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Family Drug Treatment Court Grant Program in the civil courts;
 - e. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Indigent Defense System Evaluation Project in the criminal courts;
 - f. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Travis County Veterans Court Program in the criminal courts;
 - g. Annual contract with the Office of the Governor, Criminal Justice Division to continue the adult probation DWI Court Grant Program in the Community Supervision and Corrections Department;
 - h. Contract amendment with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to extend the Co-Occurring Re-Entry Services Grant Program in the Community Supervision and Corrections Department; and
 - i. Contract amendment with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to extend the Domestic Violence Accountability Management Program in the Community Supervision and Corrections Department.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

9. 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 \$793,643.90 for the period of September 12 to September 18, 2014.

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on proposed request from the Human Resources Management Department to conduct a comprehensive classification and compensation study during FY2015.

Members of the Court heard from:

Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD)
Leroy Nellis, Interim County Executive, PBO
Debbie Maynor, Director, HRMD

MOTION: Approve the commencement of the market salary survey for classified employees, negotiating with the appropriate associations regarding methodology for POPS (Police Officer Pay Scale) compensation; and to bring this item back to Commissioners Court in 4-6 weeks for an update.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

11. Approve an order to designate the regular meeting days of Commissioners Court of Travis County.

MOTION: Continue to use Tuesday as the regular meeting day of the Travis County Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Todd, Daugherty, Gómez

12. Consider and take appropriate action on a request from the District Attorney's Office to use the Commissioners Courtroom at 700 Lavaca on Friday, October 17, 2014 from 1:00 to 5:00 p.m. to conduct continuing legal education.

RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action on request from the National Forum for Black Public Administrators to use the Commissioners Courtroom at 700 Lavaca on Thursday, October 9, 2014 from 8:00 to 10:00 a.m. to NFBPA Regional Leadership Summit Public Administration Day.

RESULT: **ADDED TO CONSENT**

Purchasing Office Items

14. Ratify and approve Contract Modification No. 4 to Contract No. 4400001163, Texas Energy Engineering Services, Inc., for professional mechanical, electrical and plumbing services for HVAC system upgrade at the Executive Office Building.

RESULT: **ADDED TO CONSENT**

15. Approve order exempting the purchase of security guard services from Blue Shield Security and Protection Inc. from the competitive procurement process pursuant to Section 262.024(a)(2) of the County Purchasing Act.

RESULT: **ADDED TO CONSENT**

16. Approve list of auto-renewal interlocal agreements and contracts (250 total) for various services. (See Attachment A)

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on request to renew certain health and human services and veterans services social service contracts that expire on September 30, 2014.

RESULT: ADDED TO CONSENT

18. Approve contract award for psychological/psychiatric services to Dr. Brian A. Falls.

RESULT: ADDED TO CONSENT

19. Approve Modification No. 8 to Contract No. 4400001068, ImageSoft Inc., for imaging and document management system and maintenance.

RESULT: ADDED TO CONSENT

20. Approve contract award for iManage upgrade implementation services to Younts Consulting, Inc.

RESULT: ADDED TO CONSENT

21. Approve Modification No. 7 to Contract No. 44000000257 (HTE Contract No. CM090255IC), SAP Public Sector, Inc., for BEFIT software and maintenance support.

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

22. Consider and take appropriate action on the interlocal agreement with Capital Area Communications District for supplemental funding of ongoing public safety answering point maintenance, equipment and training for FY2015.

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on amendment one to Frequency Reconfiguration Agreement with Nextel of Texas, Inc., a wholly-owned indirect subsidiary of Sprint Corporation.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

24. **Will be pulled:** Consider and take appropriate action on a plat for recording: Rowe Lane Estates Section Two amended plat of lots 19 and 20 (amended plat – two total lots – Hodde Lane – City of Pflugerville ETJ) in Precinct One. (Commissioner Davis)

RESULT: PULLED

25. Consider and take appropriate action on a request to use an alternative fiscal agreement for Avalon, Phase 15B in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

26. Consider and take appropriate action regarding a license agreement with Tracy Limon for exclusive use of Webberville Park to host the annual Limon Family Reunion from October 9 through 12, 2014. (Commissioner Davis)

RESULT: ADDED TO CONSENT

27. Consider and take appropriate action on the following:

- a. Easton Park Section 1A preliminary plan (preliminary plan – 194 total lots (176 single-family residential lots and 18 drainage/greenbelt/open space lots) – 54.91 acres – City of Austin ETJ);
- b. Phasing agreement between Carma Easton, LLC and Travis County; and
- c. Alternative fiscal agreement for Easton Park Section 1A final plat in Precinct Four. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

28. Consider and take appropriate action on a request for a reimbursement resolution expressing Travis County's intent to finance expenditures to be incurred for the design and construction of State Highway 45 Southwest between Loop 1 (Mopac) and FM 1626 in the amount of \$12,500,000 and to reimburse itself from state highway bonds.

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Travis Gatlin, Assistant Budget Director, PBO

MOTION: Approve Item 28.

RESULT: **APPROVED [4 TO 1]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez

NAYS: Ron Davis

29. Consider and take appropriate action on requested license agreement for Willis of Texas, Inc. to hold bike races at East Metropolitan Park from Saturday October 4, 2014 through Sunday October 5, 2014.

RESULT: ADDED TO CONSENT

30. Consider and take appropriate action on changes to the membership and scope of the Bicycle Safety Task Force to address bicycle safety on Travis County roads in unincorporated areas.

Members of the Court heard from:

Steve Manilla, County Executive, TNR

MOTION: Approve the current membership of the Bicycle Safety Task Force, as well as the Task Force's scope of work, with the caveat that, if there are any changes to the scope of work, staff will bring this item back to Court.

37. Receive the fiscal year 2015 overtime payout schedule from the County Auditor.

Members of the Court heard from:
Nikki Riley, Travis County Auditor

RESULT: DISCUSSED

38. Consider and take appropriate action regarding agreement for assessment and collection services between Travis County and the Round Rock Independent School District.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

39. Receive briefing and authorize County Attorney to enter into a contract for expert study and witness for possible tax challenge.¹

Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

Reset for: 10/14/2014

40. **Revised language:** Receive legal briefing and take appropriate action on the Conference of Urban Counties TechShare Criminal Courts project **and related matters.**¹

Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Create a subcommittee consisting of the following persons to discuss this matter:

- Samuel Biscoe, Travis County Judge
- Margaret Gómez, Commissioner, Precinct 4
- Roger Jefferies, County Executive, Justice and Public Safety (JPS)
- Leroy Nellis, Interim County Executive, Planning and Budget Office (PBO)
- Dana DeBeauvoir, Travis County Clerk
- Nikki Riley, Travis County Auditor
- Cyd Grimes, Travis County Purchasing Agent
- Tanya Acevedo, Chief Information Officer, Information Technology Services (ITS)
- Daniel Bradford, Assistant County Attorney (assisted by anyone he deems appropriate)

Judge Biscoe recommended that the subcommittee meet twice between now

and October 7, 2014, and produce a document for the Commissioners to discuss in open Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

41. Consultation with attorney in Travis County, et al v. Lawrence R, Trahan (Bradley T. Tolocko resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 41 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Bradley T. Tolocko who has paid Travis County the sum of \$8,005.00 in cash, and authorize Judge Biscoe to sign on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

42. Consultation with attorney in Travis County, et al v. J.W. Small (Trucha Grande Lots LLC resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Trucha Grande Lots LLC, who have paid Travis County the sum of \$5,558.00 in cash, and authorize Judge Biscoe to sign on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

43. **Revised language:** Consultation with attorney in Travis County, et al v. Terra Properties (Equity Trust Company custodian FBO Erick Beechum IRA 50% undivided interest and Earl Beechum III 50% undivided interest resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 43 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Equity Trust Company Custodian FBO Erick Beechum IRA 50% Undivided Interest and Earl Beechum III 50% Undivided Interest, who have paid Travis County the sum of \$5,447.00 in cash, and authorize Judge Biscoe to sign on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

44. **Revised language:** Consultation with attorney in Travis County, et al v. the Hollow, Inc. (**Equity Trust Company custodian FBO Erick Beechum IRA 50% undivided interest and Earl Beechum III 50% undivided interest resale deed**) and take appropriate action. ¹

Judge Biscoe announced that Item 44 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Equity Trust Company Custodian FBO Erick Beechum IRA 50% Undivided Interest and Earl Beechum III 50% Undivided Interest who have paid Travis County the sum of \$4,373.00 in cash for Building #495543, \$3,784.00 in cash for Building #495549, and \$3,784.00 in cash for Building #495550, and authorize Judge Biscoe to sign on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

45. Consultation with attorney in Travis County, et al v. Texas 12405, LLC (Rebecca Ruth Campos resale deed) and take appropriate action. ¹

Judge Biscoe announced that Item 45 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the proposed tax resale deed to Rebecca Ruth Campos, who has paid Travis County the sum of \$1,655.16 in cash, and authorize Judge Biscoe to sign on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

46. Receive briefing from County Attorney concerning whether to file suit against Susanne Gattilia to recover damages to a County-owned guardrail and take appropriate action.

Judge Biscoe announced that Item 46 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney. ¹

Clerk's Note: Items 46, 47, and 48 are associated with one another and were called for concurrent discussion.

MOTION: Authorize the County Attorney to file suit against Susanne Gattilia, Roxanne Habbit and Krystal Weaver to recover damages.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

47. Receive briefing from County Attorney concerning whether to file suit against Roxanne Habbit to recover damages to a County-owned guardrail and take appropriate action. ¹

Judge Biscoe announced that Item 47 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Clerk's Note: Items 46, 47, and 48 are associated with one another and were called for concurrent discussion. Please refer to Item 46 for a summary of the action taken by the Court.

48. Receive briefing from County Attorney concerning whether to file suit against Krystal Weaver to recover damages to a County-owned guardrail and take appropriate action.¹

Judge Biscoe announced that Item 48 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Clerk's Note: Items 46, 47, and 48 are associated with one another and were called for concurrent discussion. Please refer to Item 46 for a summary of the action taken by the Court.

49. Consider and take appropriate action regarding an encroachment agreement with the City of Austin for the new Ronald Earle building at 416 W. 11th Street.^{1 and 2}

Judge Biscoe announced that Item 49 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the amount of \$56,520.00 for this encroachment on a City of Austin road.
RESULT: **APPROVED [3 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty
ABSTAIN: Margaret J. Gómez
ABSENT: Bruce Todd

Consent Items

MOTION: Approve Consent Items C1–C2 and Agenda Items 7.a–i, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27.a–c, 29, 31, 32, 33, 35, and 38.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. **Will be pulled:** Approve setting a public hearing on Tuesday, October 14, 2014, to receive comments regarding a request to temporarily close Steeds Crossing and Windmill Ranch Avenue in Precinct One. (Commissioner Davis)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, October 7, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on October 7, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Absent
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding the application for a Texas Mass Gathering Act Permit under Chapter 751 of the Texas Government Code From Pay it Forward Entertainment Group for the Mud Volleyball Tournament and related issues, including but not limited to the following:
 - a. Event: Mud Volleyball Tournament
Place: Bloor Ranch
12000 Blue Bluff Road
Austin, TX 78653
Date: October 18, 2014
from 9:00 a.m. to 6:00 p.m.;
 - b. Proposed public safety plan, including reports from:
 - i. Austin/Travis County Health Authority;
 - ii. Travis County Fire Marshal; and
 - iii. Travis County Sheriff;
 - c. Proposed traffic management plan; and
 - d. All related issues. (Action Item #31)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal
Julie Joe, Assistant County Attorney
Dr. John Kim, Travis County resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

2. Receive comments regarding the application for a Texas Mass Gathering Act permit under Chapter 751 of the Texas Government Code from Odyssey BMX for the Texas Toast BMX (Bicycle Motocross) event and related issues, including but not limited to the following:

a. Event: Texas Toast Bicycle Motocross Event
Place: Quest ATX
10815 FM 1625
Austin, TX 78747
Date: October 17 through 19, 2014
from 10:00 a.m. to 6:00 p.m.;

- b. Proposed public safety plan, including reports from:

- i. Austin/Travis County Health Authority;
ii. Travis County Fire Marshal; and
iii. Travis County Sheriff;

- c. Proposed traffic management plan; and

- d. All related issues. (Action Item #32)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal
Sherri Fleming, County Executive, Travis County Health and Human Services & Veterans Service (TCHHS&VS)
Jason Jewert, Lieutenant, Travis County Sheriff's Office (TCSO)
David Greear, Senior Engineer, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

3. Receive comments regarding the temporary closure of Johnson Road in Precinct One to reconstruct the roadway beginning October 15, 2014, and continuing through December 31, 2014, or until construction is completed. (Commissioner Davis) (Action Item #8)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Members of the Court heard from:
Steve Manilla, County Executive, TNR
David Greear, Senior Engineer, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

4. Receive comments regarding contraflow operations on Pearce Lane from Kellam Road to Ross Road with regards to post event traffic operations of the Formula One Grand Prix November 2, 2014 in Precinct Four. (Commissioner Gómez) (Action Item #9)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Members of the Court heard from:
Steve Manilla, County Executive, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Adele Noel, Environmental Project Manager, Transportation and Natural Resources (TNR)
Dr. John Kim, Travis County resident

Special Items

5. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: DISCUSSED

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Resolutions and Proclamations

6. Approve resolution to the Texas Department of Agriculture in support of a grant for Meals on Wheels and More.

Members of the Court heard from:

Dan Pruett, President and CEO, Meals on Wheels and More

MOTION: Approve the Resolution in Item 6.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

7. Approve proclamation declaring October 5 through 11, 2014 as "Fire Prevention Week" in Travis County.

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal

MOTION: Approve the proclamation in Item 7.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

- A1. Added item: Approve proclamation for the 31st annual National Night Out event on October 7, 2014.**

Members of the Court heard from:

Zainab Banks, Senior Deputy, TCSO Community Outreach Unit

MOTION: Approve the proclamation in Item A1.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

Transportation and Natural Resources Dept. Items

8. Consider and take appropriate action regarding the temporary closure of Johnson Road in Precinct one to reconstruct the roadway beginning October 15, 2014, and continuing through December 31, 2014, or until construction is completed. (Commissioner Davis)

MOTION: Approve Item 8.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

9. Consider and take appropriate action regarding contraflow operations on Pearce Lane from Kellam Road to Ross Road with regards to post event traffic operations of the Formula One Grand Prix November 2, 2014 in Precinct Four. (Commissioner Gómez)

MOTION: Approve Item 9.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

10. Consider and take appropriate action on multiple cash security agreements with Gehan Homes Ltd. for sidewalk fiscal for Commons at Rowe Lane 4A:

- a. Lot 19, Block FF;
- b. Lot 16, Block P;
- c. Lot 7, Block P;
- d. Lot 8, Block P; and
- e. Lot 6, Block Q, in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

11. Consider and take appropriate action on a plat for recording: Rowe Lane Estates Section Two Amended Plat of Lots 19 and 20 (amended plat – two total Lots – Hodde Lane – City of Pflugerville ETJ) in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

12. Consider and take appropriate action on the following:

- a. Whisper Valley Village One Phase One Preliminary Plan [preliminary plan – 257 total Lots (198 single-family residential lots, 39 townhome Lots, 18 drainage/greenbelt/open space Lots, and 1 amenity center lot) 79.97 acres – City of Austin ETJ]; and
- b. Alternative fiscal agreement for Whisper Valley Village One Phase One final plat in Precinct One. (Commissioner Davis)

RESULT: **ADDED TO CONSENT**

13. Consider and take appropriate action regarding proposed license agreement for Violet Crown Sports Association to hold a bike race in Webberville Park in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

14. Consider and take appropriate action on the second amendment to the Sweetwater Ranch Section One and Section Two phasing agreement in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

15. Consider and take appropriate action on a resolution stating a fifty-foot strip of land in the Vistancia Preliminary Plan (formerly Skywest Preliminary Plan) is dedicated solely for right-of-way in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on the following:

- a. Destiny Hills Section Two Final Plat (final plat – 24 single-family Lots on 24.151 acres – Destiny Hills Drive – County of Travis); and
- b. Subdivision construction agreement for Destiny Hills Section Two in Precinct Three. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action a request for funding assistance received from the Lower Colorado Regional Planning Group (Region K).

RESULT: ADDED TO CONSENT

Clerk's Note: Judge Biscoe noted that the amount is \$5,000.00, and the funding source would be TNR internal funds.

Health and Human Services Dept. Items

18. Consider and take appropriate action on the following related to the Community Development Block Grant available through HUD:
 - a. The substitution of cancelled Program Year 2014 projects with approved alternate projects for the PY14 Action Plan; and
 - b. The reprogramming of project savings from Program Year 2013 projects with approved alternates for the PY13 Action Plan.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS
Lee Turner, Engineer Senior, TNR
Steve Manilla, County Executive, TNR

MOTION: Approve Item 18.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
ABSENT: Bruce Todd

Planning and Budget Dept. Items

19. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

21. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,455,487.89 for the period of September 19 to September 25, 2014.

RESULT: ADDED TO CONSENT

22. Approve tuition/fees award for one Travis County employee to participate in the Leadership Austin Emerge Program in accordance with Chapters 10.0191 through 10.0195 of the Travis County Code.

RESULT: ADDED TO CONSENT

Clerk's Note: Judge Biscoe noted that the amount of the reimbursement would be \$120.00, as requested.

23. Consider and take appropriate action on a request from the City of Austin to use the Commissioners Courtroom at 700 Lavaca on Thursday, October 23, 2014 for a City Council meeting.

RESULT: ADDED TO CONSENT

Purchasing Office Items

24. Approve Modification No. 14 to Contract No. 4400000915 (HTE Contract No. PS990080TS), CAP Systems, Inc., for enhancements to Case Management and Benefits Administration (CABA) system.

RESULT: ADDED TO CONSENT

25. Approve Modification No. 35 to Contract No. 4400000567 (HTE Contract No. MA980095), Tiburon, Inc., for agreement for extended services.

RESULT: ADDED TO CONSENT

26. Approve contract for University Savings Building (USB) HVAC system replacement, IFB No. B1407-003-RV, to the low bidder, Harkins Company.

RESULT: ADDED TO CONSENT

27. Approve Modification No. 3 to Interlocal Agreement No. 44000001018, Austin-Travis County Integral Care for child therapist supervisor services.

RESULT: ADDED TO CONSENT

28. Ratify Modification No. 17 to Interlocal Agreement No. 4400000372, Austin-Travis County Integral Care and the City of Austin, for substance abuse services.

RESULT: ADDED TO CONSENT

29. Approve Modification No. 2 to Contract No. 4400001451, Mechanical & Process Systems, LLC, for Ned Granger Building HVAC renovation.

RESULT: ADDED TO CONSENT

30. Approve contract award for architectural/engineering services for the development of the new Medical Examiner's Office, RFQ No. Q1402-008-AG, to the most highly qualified firm, SmithGroupJJR.

Members of the Court heard from:

Deone Wilhite, Executive Assistant, County Commissioner Precinct 1 Office

Daniel Bradford, Assistant County Attorney

Marvin Brice, Assistant Purchasing Agent

RESULT: DISCUSSED

Reset for: 10/14/2014

Other Items

31. Consider and take appropriate action regarding the application for a Texas Mass Gathering Act permit under Chapter 751 of the Texas Government Code from Pay it Forward Entertainment Group for the Mud Volleyball Tournament and related issues.

MOTION: Deny the permit, as the County Judge finds that there is insufficient financial backing, as required in Chapter 751.007(b)(2) of the Texas Health and Safety Code.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

32. Consider and take appropriate action regarding the application for a Texas Mass Gathering Act permit under Chapter 751 of the Texas Government Code from Odyssey BMX for the Texas Toast BMX (bicycle motocross) event and related issues.

MOTION: Approve the permit application in Item 32.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

33. Consider and take appropriate action on request to approve Fiscal Year 2014 Asset Forfeiture Report from the Travis County Fire Marshal's Office.

RESULT: ADDED TO CONSENT

Clerk's Note: Judge Biscoe noted that the amount of Asset Forfeitures in Item 33 is 0.

34. Approve order to direct depositing of salary fund monies into the General Fund of Travis County.

RESULT: ADDED TO CONSENT

35. Consider and take appropriate action on the annual Brown Santa 5K, Decker Challenge and Wellness Fair on Sunday, December 7, 2014.

RESULT: ADDED TO CONSENT

36. Ratify decision for Travis County Sheriff's Office motor deputies to take assigned vehicles to Gonzales, Louisiana for training.

RESULT: ADDED TO CONSENT

37. Consider and take appropriate action on updated interlocal cooperation agreement between Travis County Constable Precinct Three and Shady Hollow Municipal Utility District.

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney

Note 2: Gov't Code Ann 551.072, Real Property

Note 3: Gov't Code Ann 551.074, Personnel Matters

Note 4: Gov't Code Ann 551.076, Security

Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

38. Receive briefing and authorize County Attorney to enter into a contract for expert study and witness for possible tax challenge.¹

Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

39. Receive briefing from outside counsel and take appropriate action regarding Steven Brand v. Travis County; Cause No. 1:14-CV-00658-LY.¹

Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: POSTPONED

40. Receive briefing from County Attorney regarding Travis County, Texas v. Michael Kimbro, Cause No. D-1-GN-14-00189; in the 419th District Court, Travis County, Texas and request regarding damage to their home caused by the October 31, 2013 floods, including application for buyout, and take appropriate action.^{1 and 2}

Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

RESULT: DISCUSSED

Consent Items

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Receive Revenue and Expenditure reports, and other statutorily required reports, for the month of August 2014 from the County Auditor's Office

Members of the Court heard from:

Julie Joe, Assistant County Attorney

MOTION: Approve Consent Items C1–C3 and Agenda Items 10, 11, 12.a–b, 13, 14, 15, 16.a-b, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35, 36, and 37.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Gerald Daugherty, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez

ABSENT: Bruce Todd

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



**Travis County Housing Finance Corporation
Agenda Request**

Meeting Date: October 21, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve the Travis County Housing Finance Corporation to act as the General Partner and related roles on 4% Low Income Housing Tax Credit/ private activity bond transactions.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: See attached.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Acting County Executive, Planning and Budget/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.



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To: Board of Directors of Travis County Housing Finance Corporation

From: Cliff Blount

Date: October 16, 2014

Re: Participation in multifamily housing developments in the role of general partner of the borrower partnership

Over the last 10 years it has become increasingly difficult for developers to build low and moderate income multifamily housing through the use of tax credits because of underwriting criteria. In fact, there was a period of three or four years where very few low and moderate income multifamily housing developments were built in the state. A primary cause is that construction costs have risen a great deal, thereby increasing the debt load that a project must take on once it becomes operational. Because of the limits on rents that are placed on these properties (not from the bond issuer but from the tax credit side of these transactions), the projected cash flow on these properties can be very tight. With increased costs and relatively flat revenues, these projects often times require a reduction in operating costs in order to underwrite.

The structure that staff is presenting to you involves a governmental entity (usually a wholly-owned and controlled limited liability company or public facility corporation of a housing finance corporation or housing authority) having an ownership interest in the borrower/owner entity in the form of a general partner interest. In addition, the governmental entity or an affiliate owns the land upon which the project is to be built and leases the land to the borrower partnership. This type of structure allows the benefit of an exemption from ad valorem taxes flowing from the tax exemptions granted to housing finance corporations and housing authorities (either directly or through a public facilities corporation).

This type of ownership has become common in Texas and quite a number of jurisdictions have become involved with these tax credit transactions in an ownership role. In fact, Strategic HFC of Travis County has participated in several of these developments. I am also familiar with similar transactions in the city of Austin (through the Austin Housing Authority) and the counties of Bexar, Dallas, Harris, Tarrant and Williamson.

Some of the advantages to participating as an owner to an entity such as Travis County HFC are:

1. The ability to become more directly involved in the ownership and operation of housing intended for residents at or below 60% of area median income as required to qualify for tax credits, or senior housing. The HFC would have control over services provided to residents of a particular development as the general partner of the owner.

2. The ability to receive a share of developer fees and net cash flow generated by these projects. The funds generated by the fees and the net cash flow could be used at the discretion of the HFC to assist Travis County residents with housing issues as the HFC deems appropriate from time to time. In most instances, the HFC would also receive an option to purchase the property at the end of the tax credit period at a price approximately equal to the debt on the property plus any exit taxes incurred by the tax credit investor (which will be a very favorable price with any appreciation in value of the property over that 15-year period). All of these sources of funds would provide resources to implement more in-depth housing programs. It is noteworthy that the fees netted by the HFC as general partner typically would exceed any ad valorem tax benefit, and unlike tax revenue which goes into the general fund, these revenues would be earmarked for affordable housing and assistance programs in Travis County.

3. There is some flexibility in how the ownership is structured. The ownership can be through an LLC to insulate the HFC from liability.

4. The financing can be structured as non-recourse so that the HFC entity and, therefore, the HFC, would not have any liability for the debt on the property (other than the property can be foreclosed if the loan payments are not made) except for some particular liabilities such as fraud or willful misconduct. TCHFC may further insulate itself from the financial and litigation risks associated with ownership and operation of multifamily rental property by creating a subsidiary entity to participate in a development. This would be a separate and distinct entity from the HFC to keep the financial and litigation risks at a single purpose entity level rather than at the HFC level.

Some issues that should be considered include:

1. There are no assurances that a property will perform and provide the cash flow that may be projected at the beginning of a development or that all of the negotiated developer fee will ultimately be paid. Likewise, there are no guaranties that the value of the property will appreciate (although there would be no liability to the HFC if the property were to perform extremely poorly or depreciate). The HFC would be taking some business risk at least from the standpoint of investing time and resources into a project which may not provide any return for a long period of time if ever.

2. The HFC staff has some experience in evaluating multifamily properties and tax credit structures but not necessarily in renovating or operating such properties although the hiring of construction consultants, property managers and other professionals can provide that experience.

These tasks could be performed by outside third parties and paid for by the partnership that owns the project or out of cash flow. This arrangement is common for small HFCs.

3. The primary reason that governmental entities, such as the HFC, are being afforded the opportunity to participate in this manner is to take advantage of the property tax exemption. *In most instances, the negotiated share of developer fees, cash flow and bargain purchase at the end of the tax credit period should outweigh the tax revenue loss to the governmental entity.* The HFC can always negotiate for the property owner to pay some or all of the property taxes or to pay particular jurisdictions if preferred.

4. The ownership of residential rental property does involve some risk through financial or tort liability from “slip and fall” type cases. In this case, it can be minimized or virtually eliminated by using separate “subsidiary” entities (such as a public facility corporation or limited liability company) to own the property and perform tasks and ensuring that there is adequate insurance to cover any and all liabilities that may arise.

General Partner Role Information

Introduction

It has become increasingly difficult for developers to build low and moderate income multifamily housing through the use of tax credits due to underwriting criteria. A primary issue is that construction costs, both labor and materials, have risen significantly, thereby increasing the debt load that a project must take on once it becomes operational. Since rent limits are placed on these properties under Section 42 of the Internal Revenue Code, the projected cash flow is very tight on these transactions.

To address this, partnership structures have been developed that involve a governmental entity, usually a wholly-owned and controlled limited liability company of a Housing Finance Corporation (HFC), having an ownership interest in the borrower/owner entity in the form of a general partner interest. This type of structure allows the benefit of an exemption from ad valorem taxes because of the tax exemption granted to the housing finance corporation and its subsidiary entities, one which holds the land. *This structure also pushes liability down to the limited partner - the developer - since the limited partner is providing all guarantees.*

Under this scenario, it is also common for the HFC General Partner (GP) to be named the General Contractor (GC) in the partnership structure. This allows a sales tax exemption on construction materials, a significant savings typically in excess of \$500,000. It is common for small HFCs to participate as supervising GC while an approved subcontractor performs actual GC duties. The HFC then contracts with a multifamily construction expert to perform consultation and inspection duties for oversight of the subcontractor. The consultant is paid from the GC fees in the deal.

This type of ownership has become common in Texas over the last decade as a number of jurisdictions, including Strategic Housing Finance Corporation, have become involved with these tax credit transactions in the GP/GC role.

Advantages to Undertaking the General Partner Role:

1. The ability to become more directly involved in the ownership and operation of housing intended for residents at or below 60% of area median income as required to qualify for tax credits and/or elderly housing, providing more leverage to require that services/programs be provided to residents of a particular development as the general partner of the owner.

2. The HFC, as General Partner, would have an even greater opportunity to ensure that the type and quality of housing truly meets the needs of low and moderate income Travis County residents.

3. The ability to receive a share of developer fees and net cash flow generated by these projects in addition to the annual issuer fee. These funds pay annually for 15-17 years or more and would provide a predictable revenue stream for

the HFC over time, allowing for better planning of programs/fund uses. The funds could be used to assist Travis County residents with housing issues based on the policy priorities approved by the Board.

4. Should the limited partner wish to exit the deal, the HFC would also receive an option to purchase the property at the end of the tax credit period (Year 15) at a price approximately equal to the debt on the property plus any exit taxes incurred by the tax credit investor (which will be a very favorable price, potentially cents on the dollar). The HFC would then sell the property at market value to an approved developer that would guarantee the property would maintain its affordability, thus maintaining the affordable housing stock in Travis County. The proceeds from the sale of the property could also be used to assist Travis County residents with housing issues based on the policy priorities approved by the Board. It should be emphasized that the HFC has no intention of retaining direct ownership of the asset.

5. There is some flexibility in how the ownership is structured. The ownership can be through an LLC to further insulate liability away from the HFC. *Both structures, GP and LLC, provide that the LP (the developer) is responsible for guarantees, therefore shifting liability downward to the LP.*

Possible Disadvantages to Undertaking the General Partner Role:

1. All tax credit transactions are vetted by multiple qualified parties, including TDHCA, lenders, syndicators and several legal teams, in an effort to mitigate concerns about property viability and performance. However, no one can absolutely guarantee that a property will perform and provide the projected cash flow at the beginning of a development. In addition to the significant vetting provided by multiple parties, partnering with an established developer with a proven track record can also help mitigate this concern. Staff will also perform due diligence before bringing any proposed project in front of the Board. Likewise, there are no guaranties that the value of the property will appreciate (although *there would be no liability to the county or HFC if the property were to perform poorly or depreciate*).

2. The HFC would be taking some business risk at least from the standpoint of investing time and resources into projects that may not provide any return for a long period of time or possibly ever. However, the same is true on any multifamily bond issue, regardless of the HFC's participation in the General Partner role. *Therefore, the risk to the HFC as GP is no different than the risk to the HFC of simply issuing bonds.*

3. Oversight of the construction process is within the purview of the GC function even if the HFC is pushing the construction responsibilities down to an approved subcontractor. Since the HFC and its staff lack direct construction experience, partnering with the right professionals, and retaining the services of a construction specialist to perform inspections and provide oversight on behalf of the HFC GC, mitigates the potential issues. The services of the specialist consultant are

paid through the GC fees within the deal.

4. The primary reason that governmental entities, such as the HFC, are afforded the opportunity to participate in this manner is to take advantage of the property tax exemption. While this could mean reduced property tax revenue, in most instances, the negotiated share of developer fees, cash flow and bargain purchase at the end of the tax credit period should outweigh the tax revenue loss to the governmental entity. Alternately, prior to closing, the HFC/GP could negotiate for the developer to pay some or all of the property taxes or to pay taxes related to particular jurisdictions.

Policy Considerations

1. Participation as the GP/GC role would result in additional revenue through developer fees and potential cash flow for the HFC to fund additional activities and provide resources to further increase the supply of affordable housing in Travis County.
2. Acting as the General Partner would allow the HFC to have control of the non-profit role in the transaction and to ensure long-term viability of the project and to maintain the affordable housing stock in good condition for as long as possible.
3. The Board should consider whether the HFC should require the developer to show that the project will not underwrite without the tax exemption resulting from the HFC taking on the General Partner role.

Other Considerations

1. Should the Board wish to approve the HFC to participate in the General Partner role, staff is prepared and capable of performing significant due diligence of the budget and pro forma (we will pay particular attention to operating expense projections, especially maintenance reserves to ensure adequacy for any future repairs).
2. The Board should plan on little or no cash flow from these transactions until after the deferred development fee is paid in full. The HFC will require a General Partner Partnership Management Fee, typically in the amount of \$10,000 a year. This fee will provide cash flow to the HFC's General Partner entity to cover expenses.
3. The HFC will need to create bank accounts, chart of accounts and budgets for each entity created for the transaction. Each LLC will need to be adequately capitalized to begin operations. Industry standard for initial capitalization for each LLC is around \$10,000. These funds will come from existing HFC accounts for the first deal. The creation of these new accounts will be monitored closely by tax counsel, as well as the County Auditor's office to ensure all IRS requirements are met.
4. The developer will be required to provide guarantees for construction completion, lease up, operating deficit and possibly others, ensuring liability does not lie with the HFC/GP.
5. Having the right team in place is crucial to a successful deal. This includes staff, board members, bond counsel, tax counsel, partnership counsel, GP counsel, financial advisor, design and construction advisor, partnership accountants and HFC accountants.
6. As with the HFC's bond issues, a transaction with GP interest will only be brought before the Board for approval after vetting from staff and counsel. Only applications from strong development entities with known product quality will be considered. This will ensure that the professionals involved on the developer side in the transaction are knowledgeable and experienced.

Legal Structure

1. Establish subsidiary entities to minimize risk and liability. By creating single asset entities, ownership resides at that level and protects the parent corporation (the HFC). The LLCs must be created with the HFC as the sole member and the provision that all assets of the LLC revert to the member upon dissolution of the LLC. This is necessary to ensure that the tax exemption provided under Local Government Code 394.905 flows down to the wholly owned subsidiary LLC.
2. Must confirm with TCAD that they will accept the structure of a subsidiary LLC being the landowner instead of the HFC.
3. Must treat the subsidiaries as 115 entities or disregarded entities for IRS purposes.
4. The General Partner entity will be required by the investor limited partner to elect to be taxed as a taxable entity in order for the investor partner to receive the benefit of the accelerated depreciation schedule under IRS guidelines.

Business Deal Structure

1. **Memorandum of Understanding.** The purpose of this document is to provide a consistent framework for the initial discussion and negotiation of the partnership parameters. The basics of the partnership memorialized in the MOU will be carried into the Partnership Agreement. The MOU also outlines responsibility for payment of all fees related to the transaction.
2. For bond transactions, the HFC may need two business plans relating to the cash flow splits. Some investor tax counsels indicate that the fact the HFC would be the issuer of the bonds and the general partner in the partnership creates a "related party" situation under section 752 of the Internal Revenue Code. This situation will limit the HFC to 10% of the projected cash flow. This decrease in allowable cash flow can be offset by increasing the developer fee percentage, increasing the annual administrative fee to the issuer, or by inserting a higher ground lease payment which would start at the time the deferred developer fee is paid off.
3. The HFC should insist on a general partner "Partnership Management Fee" which will be paid higher in the "waterfall" to ensure its availability. The amount of this fee is typically around \$10,000 a year.
4. The GP role also provides for a specific methodology to allow the non-profit general partner to acquire the property for the outstanding debt plus exit taxes. This option would allow the HFC to ensure affordability of the property past Year 15.

Travis County Housing Finance Corporation

Limited Liability
Company

Landowner

Limited Liability
Company

General
Contractor

Limited Liability
Company

General Partner

Limited Liability
Company

Co-Developer