

Item 2



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

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

AB

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin., for sidewalk fiscal for West Cypress Hills Phase 1 Section 4A for Lot 13 Block C, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

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

STAFF RECOMMENDATIONS:

Highland Homes, LTD-Austin., proposed to use this Cash Security Agreement, as follows: Phase 1 Section 4A for Lot 13 Block C, \$894.12, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

REQUIRED AUTHORIZATIONS:

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

CC:

Tim Pautsch	Engineering Specialist	TNR	854-7689

:
:

1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 4A

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 894.12 ADDRESS: 5313 Cardinal Flower
Cove

SUBDIVISION: West Cypress Hills
LOT: 13 BLOCK: C SECT. : 4A

DATE OF POSTING: 2/19/13^{EP}

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

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

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

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

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

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks
Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Amy Brooks

Highland Homes Ltd. - Austin

PRINT: Amy Brooks

4201 W.Parmer Ln., Bldg B, Ste, 180

TITLE: Office Administrator

Austin, Texas 78727

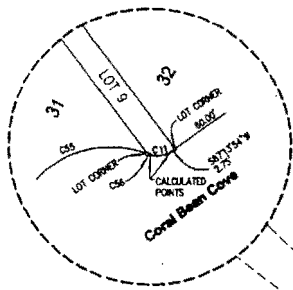
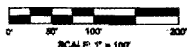
PHONE: 512-834-8429 x108

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

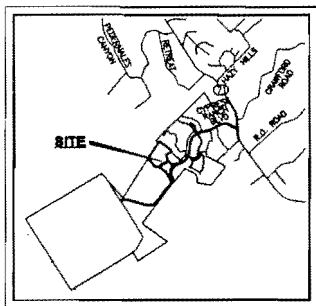
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

CITY OF AUSTIN LAND INFORMATION SERVICES
 ADDRESSED BY JMC DATE 11/22/11
 GRID WS30 PLAT # 1403A
 ADDRESS QUESTIONS, CALL 512-499-2797



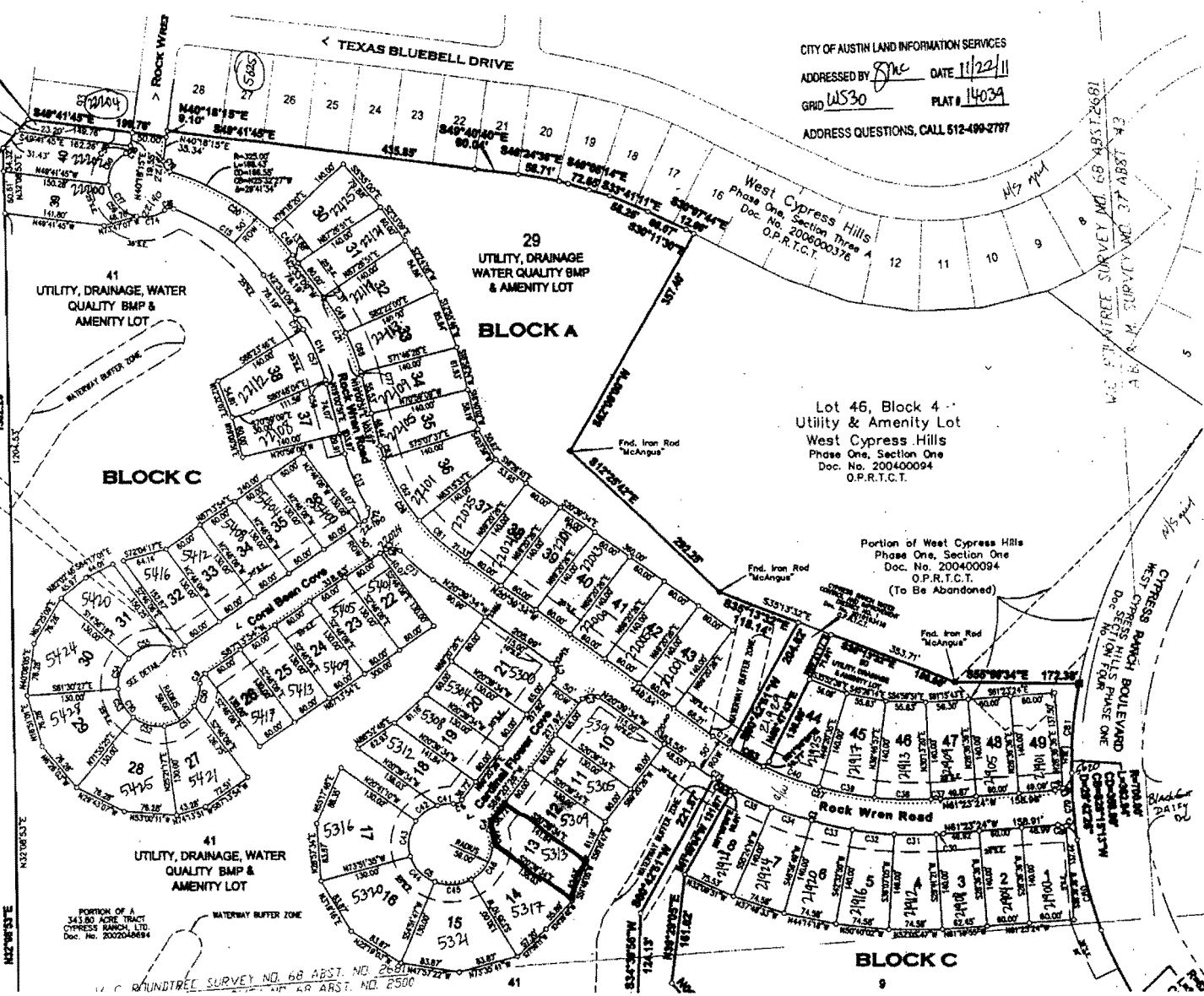
DETAIL



LOCATION MAP
NOT TO SCALE

LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- CUSTOM SPICLE FOUND
- IRON ROD WITH CAP STAMPED "AST" SET
- △ CALCULATED POINT
- SIDEWALK LOCATION
- SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS



TRACT 1 - 159.845 ACRES
 TRAVIS COUNTY, TEXAS
 DOC. NO. 2005023278
 O.P.R.T.C.T.

PORTION OF A
 343.90 ACRE TRACT
 CYPRESS RANCH, LTD.
 DOC. NO. 2002048684

ROUND TREE SURVEY NO. 68 ABST. NO. 269147572
 FOR ARST. NO. 2500

SEE SHEET 3 OF 3 FOR CONTINUATION

TRAVIS COUNTY, TEXAS

SURVEY DATE: MARCH, 2011
 SURVEYOR: PAUL C. SALAS, RPLS 2518
 TECHNICIAN: PCS
 FIELDBOOK: FIELDBOOK
 JOB NUMBER: 1108
 DESCRIPTION: N/A
 CLIENT: CYPRESS RANCH, LTD
 PLOT DATE:

WEST CYPRESS HILLS
 PHASE ONE, SECTION 4A

SHEET 2
 OF
 3





Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

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

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a Variance to Title 30-2-158(B(2) Access to Streets (Requires that a new subdivision must have at least two access streets and each of the two access streets must connect to a different external street) for The Hills of Shady Hollow-Preliminary Plan.

BACKGROUND/SUMMARY OF REQUEST:

The subject property consists of a preliminary plan, The Hills of Shady Hollow. It is located in the City of Austin's 2-Mile ETJ. It proposes 208 single family lots, 4 open and drainage lots, 1 amenity center lot, and 1 commercial lot on 77.71 acres. There are 8,094 linear feet of public streets being proposed with this development. The property is bounded by FM 1626 on the north and is adjacent to Johnson Lane. The majority of the single family lots will take access from Johnson Lane and the commercial lot will only take access from FM 1626. Water and wastewater will be provided by the City of Austin.

TNR staff has reviewed the applicant's request for the variance and recommends approval. The applicant has worked with the Travis County Fire Marshal's office and has satisfied all of Travis County Fire Code requirements to only have one direct connection to an external street. The applicant has proposed to provide an emergency access easement on the western part of the development. Based in part on the addition of the access easement and the proposed stub street, Hershel Lee, Fire Marshal indicates, the preliminary plan is "capable of meeting the requirements of Travis County Fire Code". The applicant proposes to acquire the access easement and will be constructed as an all-weather road for emergency purposes.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the variance based in part on the Fire Marshal's review and recommendation.

ISSUES AND OPPORTUNITIES:

Staff has received several inquiries (3) from adjacent property owners who are concerned with the increased traffic that will be generated by this development.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Location map
- Precinct map
- Preliminary Plan
- Variance Request
- Emergency Access Easement

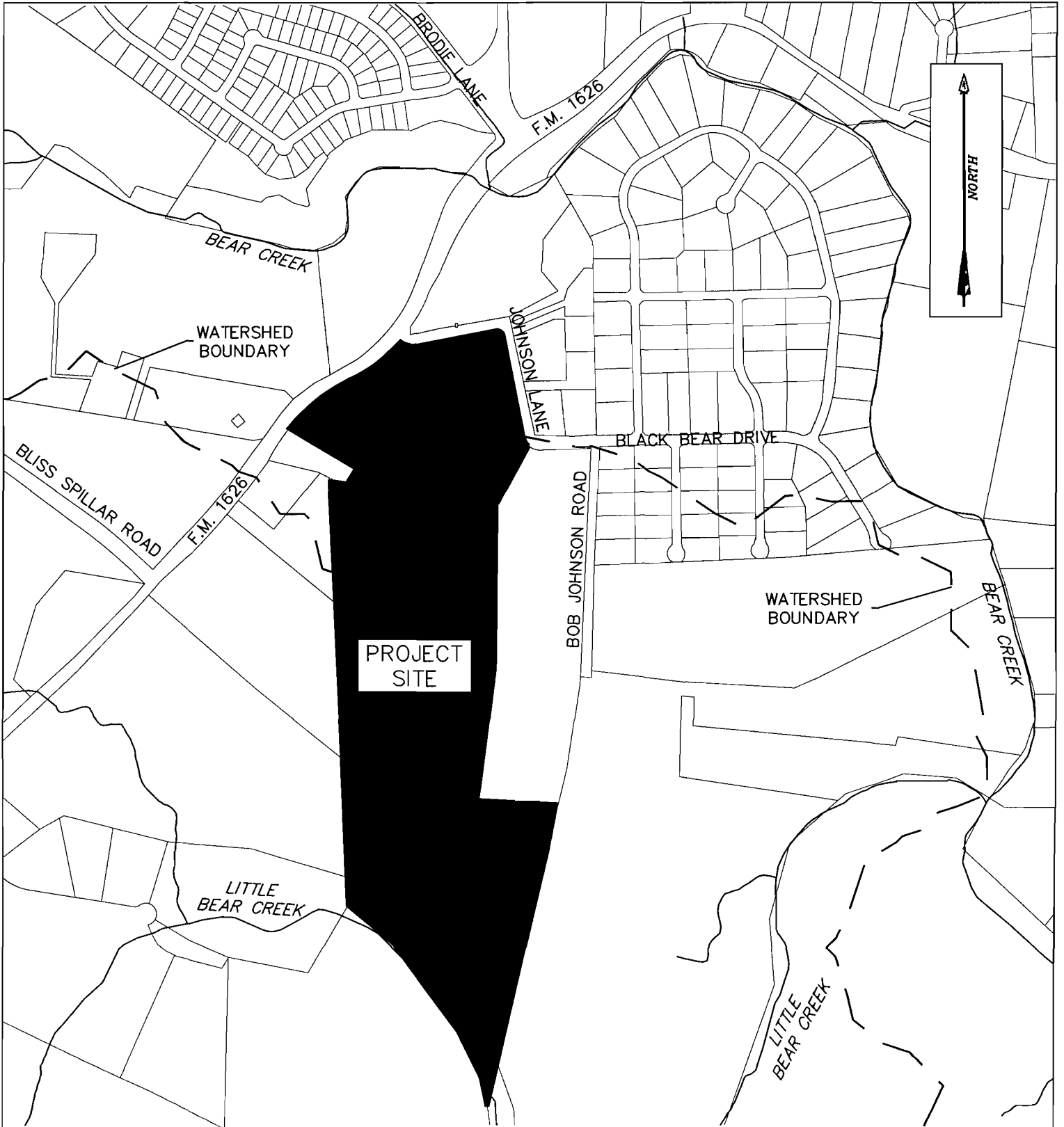
REQUIRED AUTHORIZATIONS:

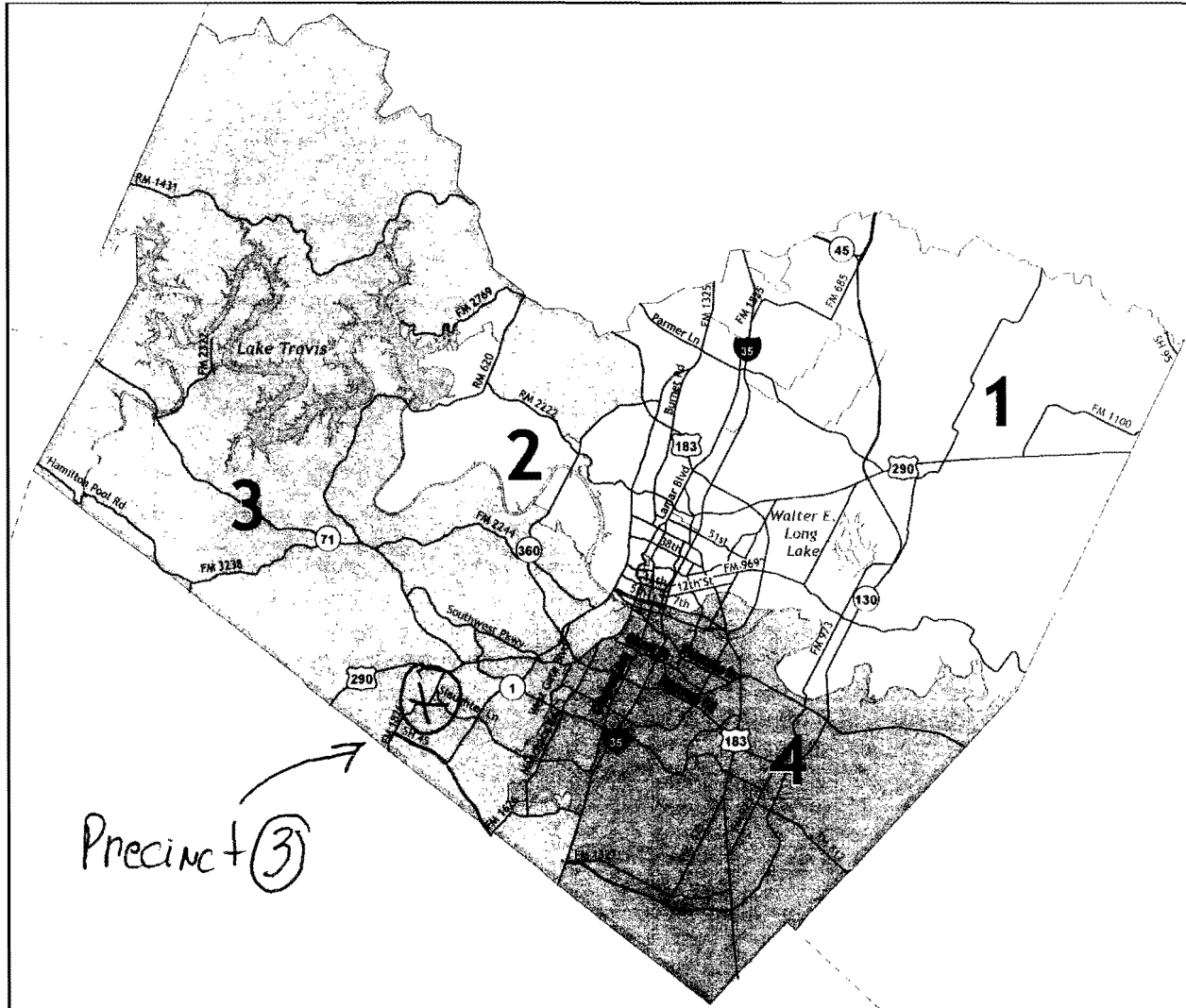
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

SM:AB:ja

1101 - Development Services Long Range Planning - Variance - The Hills of Shady Hollow





2011 Commissioner Precincts

Precinct 1: Ron Davis
 314 W. 11th St. #510
 Austin, TX 78701
 Phone: (512) 854-9111
 Fax: (512) 854-4897

Precinct 2: Sarah Eckhardt
 314 W. 11th St. #530
 Austin, TX 78701
 Phone: (512) 854-9222
 Fax: (512) 854-9515

Precinct 3: Karen Huber
 314 W. 11th St. #500
 Austin, TX 78701
 Phone: (512) 854-9333
 Fax: (512) 854-9376

Precinct 4: Margaret Gomez
 314 W. 11th St. #525
 Austin, TX 78701
 Phone: (512) 854-9444
 Fax: (512) 854-9535



0 2.5 5 10 Miles

DISCLAIMER:

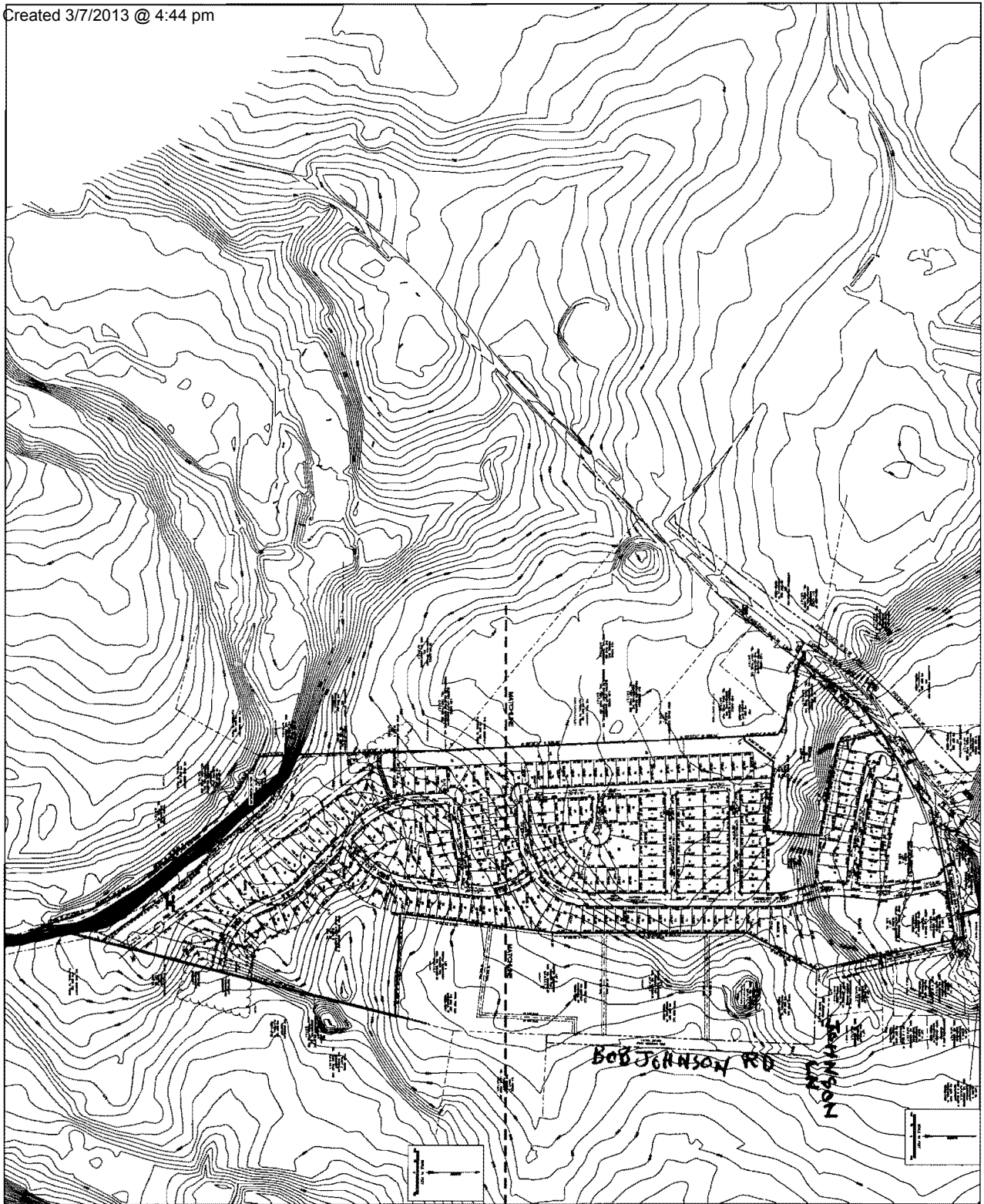
This map was prepared for the sole purpose of aiding Travis County Board members in their Board Resolution process. The information is not intended to be used for any other purpose. The information is provided as a service to the Board members and is not intended to be used for any other purpose. The information is provided as a service to the Board members and is not intended to be used for any other purpose.

TNR GIS Coord. 11/21/12 11:25:41



Travis County
 Transportation &
 Natural Resources

Travis County Commissioner Precincts



C81-2012-0095

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SHEET 01 OF 04	File: Projects\Johnson SF\dwg\Preliminary Plan	Snapshot: OVERALL
	Job No: 211-14	Scale (Hor): 1"=200'
	Date: 06/05/12	Checked By: LMH Drawn By: HD
	Revision 1:	
	Revision 2:	



**THE HILLS OF SHADY HOLLOW
 PRELIMINARY PLAN
 OVERALL LAYOUT**

HANRAHAN • PRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 (TX) PE PERM #931 4480
 8333 Cross Park Drive
 AUSTIN, TEXAS 78754
 OFFICE: 512-458-4724 FAX: 512-458-4752
 hpe@hpe-eng.com

HPE



Hanrahan • Pritchard Engineering, Inc.

8333 Cross Park Drive
Austin, Texas 78754

HPE

Phone: 512.459-4734
Fax: 512.459.4752
(TX. PE FIRM REG. #416)

February 4, 2013

Honorable Judge Sam Biscoe & County Commissioners
Travis County Commissioners Court
700 Lavaca Street
Austin, Texas 78767

**RE: Hills of Shady Hollow (C8J-2012-0095)
Variance Request - C.O.A. Land Development Code Section 30-2-158(B)(2)
Subdivision Access Streets**

We are formally requesting a variance to LDC Title 30, Section 30-2-158(B)(2), which requires that a new subdivision's access streets connect to a different external street. We are proposing access streets at two points, with a third access point to adjacent property, for the tract proposed for subdivision ("subject tract").

Reason for Request. The tract for which the preliminary plan was prepared fronts two external streets: FM 1626 and Bob Johnson Lane. Access is proposed at Bob Johnson Lane, which in turn connects to FM 1626.

An access street connection to FM 1626 is not feasible due to (1) sight distance limitations in the western portion of the subject tract, and (2) proximity to the Bob Johnson Lane intersection in the eastern portion of the tract. The subject tract has no other means of connection to any other external street.

Section 30-2-158(D) allows a new subdivision to have one access street if the single office determines that providing more than one access street is undesirable, unnecessary, or impractical after considering several factors:

- 1. Traffic circulation.** Traffic circulation within the proposed project is adequate, and would not be improved with access to a second external street if one existed.
- 2. Traffic safety.** Internal and access streets are designed per adopted standards. Traffic safety is the primary consideration in *not* providing access to FM 1626.
- 3. Flood and fire safety.** The subject tract lies in an area with a low wildland fire protection rating. Two access streets are provided, and while a second external street (other than FM 1626) would improve evacuation if necessary, a second external street does not exist near the subject tract.
- 4. Topography.** Little Bear Creek at the south boundary of the subject tract creates a topographic limitation to the extension of any roads to the south (in addition to providing a fire break), but there are no other topographic constraints.

5. **Density of the subdivision and surrounding developed property.** The proposed subdivision has an overall density of 2.67 single family units per acre; surrounding property is vacant or low density commercial/industrial/recreation uses.
6. **Whether later development of adjacent property is anticipated to provide additional access.** A third access street is stubbed to adjacent property in the southeast portion of the subject tract, although it is unknown whether later development is anticipated to provide additional access.
7. **Whether traffic through the subdivision should be limited.** No through traffic is proposed; the primary concern for a second external street connection is egress, and proposed streets comply with adopted standards.
8. **The environmental effect of a cut or fill, waterway crossing, or other surface disturbance necessary to provide more than one access street.** Two access streets are provided (to a single external street). No opportunity exists to tie to a second external street.
9. **Whether the access street is a divided street.** Two access streets are provided.
10. **Whether adverse effects, if any, from permitting one access street are mitigated, including whether secondary pedestrian access is provided.** Two access streets are provided, both with pedestrian access.
11. **Whether the subdivider owns adjacent property through which access can be provided; has the right to provide a second access street across another person's property; or is able to develop the subdivision if more than one access street is required.** None of these conditions can be answered in the affirmative. Two access streets are provided; no subdivision of the land is possible if connection to two different external streets is required.

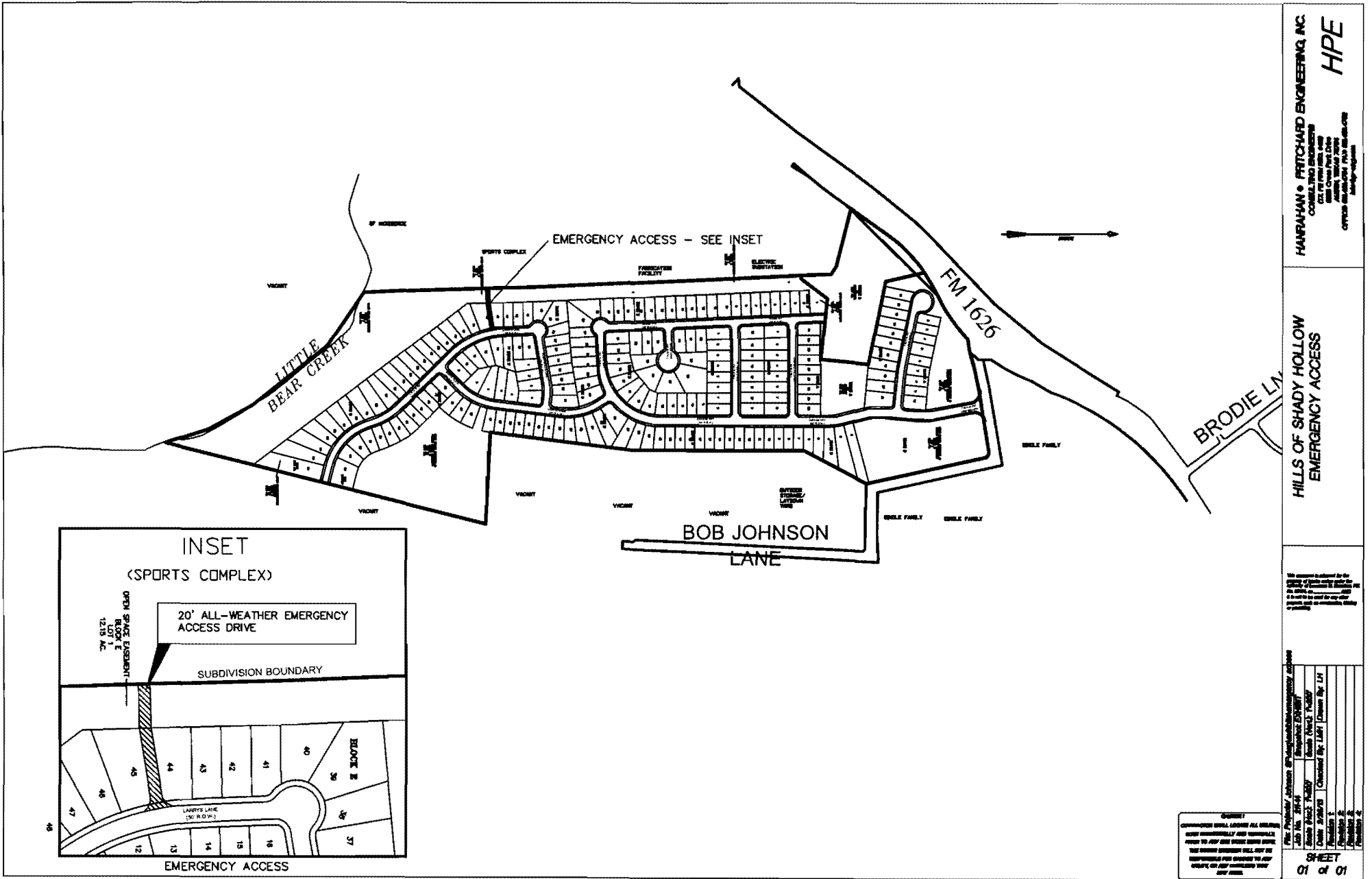
Proposed Secondary Access

The preliminary plan proposes a second access point to an adjoining property, for use by emergency vehicles. An all-weather access road will be constructed through the access easement. Please refer to the preliminary plan for the proposed access location.

Thank you for your consideration of this request, and please contact us if additional information is needed.

Respectfully,

Lawrence M. Hanrahan, P.E.
Hanrahan Pritchard Engineering, Inc.



HARRIS • FRITCHARD ENGINEERING, INC.
 CONSULTING ENGINEERS
 2011 FM 1626, SUITE 100
 WAXAHACH, TEXAS 75165
 OFFICE: 972.382.1111 FAX: 972.382.1112
 www.hfe.com

HPE

HILLS OF SHADY HOLLOW
 EMERGENCY ACCESS

THIS PLAN IS THE PROPERTY OF HARRIS • FRITCHARD ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HARRIS • FRITCHARD ENGINEERING, INC.

Project	Hills of Shady Hollow Emergency Access
Client	Bob Johnson
Design	Engineering
Drawn	JK
Checked	JK
Reviewed	JK
Scale	AS SHOWN
Date	3/7/2013
Sheet	01 of 01

NOTICE
 CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UTILITIES OR FOR CONSTRUCTION DELAYS.



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AB

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests:

- A) Austin's Colony Section 7B Final Plat (Long Form Plat - 92 Total Lots - 17.16 Acres - Parrish Lane - City of Austin ETJ);
- B) A Travis County Subdivision Construction Agreement with the developer, Qualico AC, LP; and
- C) A Cash Security Agreement in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 92 total lots (91 single-family lots and one parkland, drainage, and utility easement lot) on 17.16 acres. There are 2,751 linear feet of new public streets, which extend from Parrish Lane, proposed with this final plat. Water and wastewater will be provided by the Hornsby Bend Utility Company, Inc. Parkland fees were paid to the City of Austin as they are the parkland provider.

B) The developer, Qualico AC, LP, wishes to enter into a standard Travis County Subdivision Construction Agreement.

C) The developer posted \$127,114.00 with the City of Austin as alternative fiscal, which was approved August 14, 2007. They would now like to post an additional \$227,680.32 with Travis County in the form of a Cash Security Agreement. These two amounts combined (\$354,794.32) will be considered full fiscal, which allows the plat to be approved and recorded.

STAFF RECOMMENDATIONS:

As this final plat application meets all Single Office standards and was approved by the City of Austin Zoning and Platting Commission on August 7, 2007, Single Office staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

This subdivision is part of a series of final plats that have been previously approved by Commissioners Court in this area. At this time, staff has not received any inquiries from adjacent property owners. Should the case manager receive any inquiries prior to Court, an addendum to this memorandum will be presented to the Court.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

- Precinct map
- Location map
- Proposed final plat
- Subdivision Construction Agreement
- Cash Security Agreement

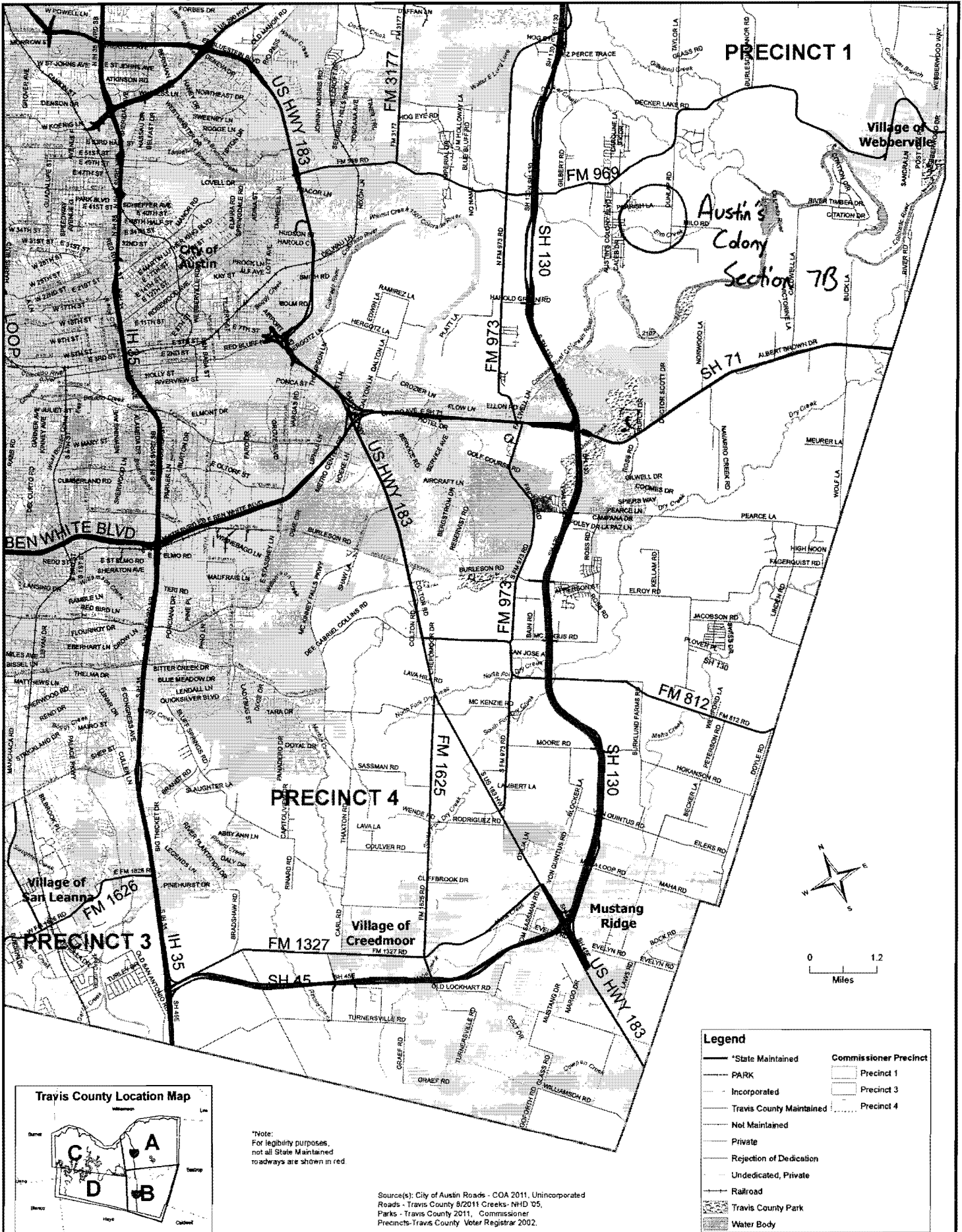
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh

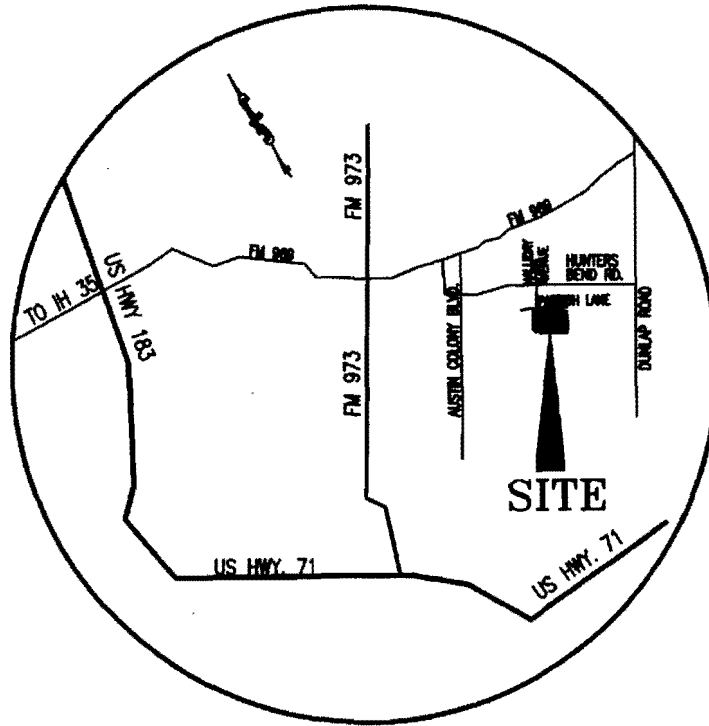
1101 - Development Services Long Range Planning- Austin's Colony Section 7B Final Plat



Travis County Roadways, Map B

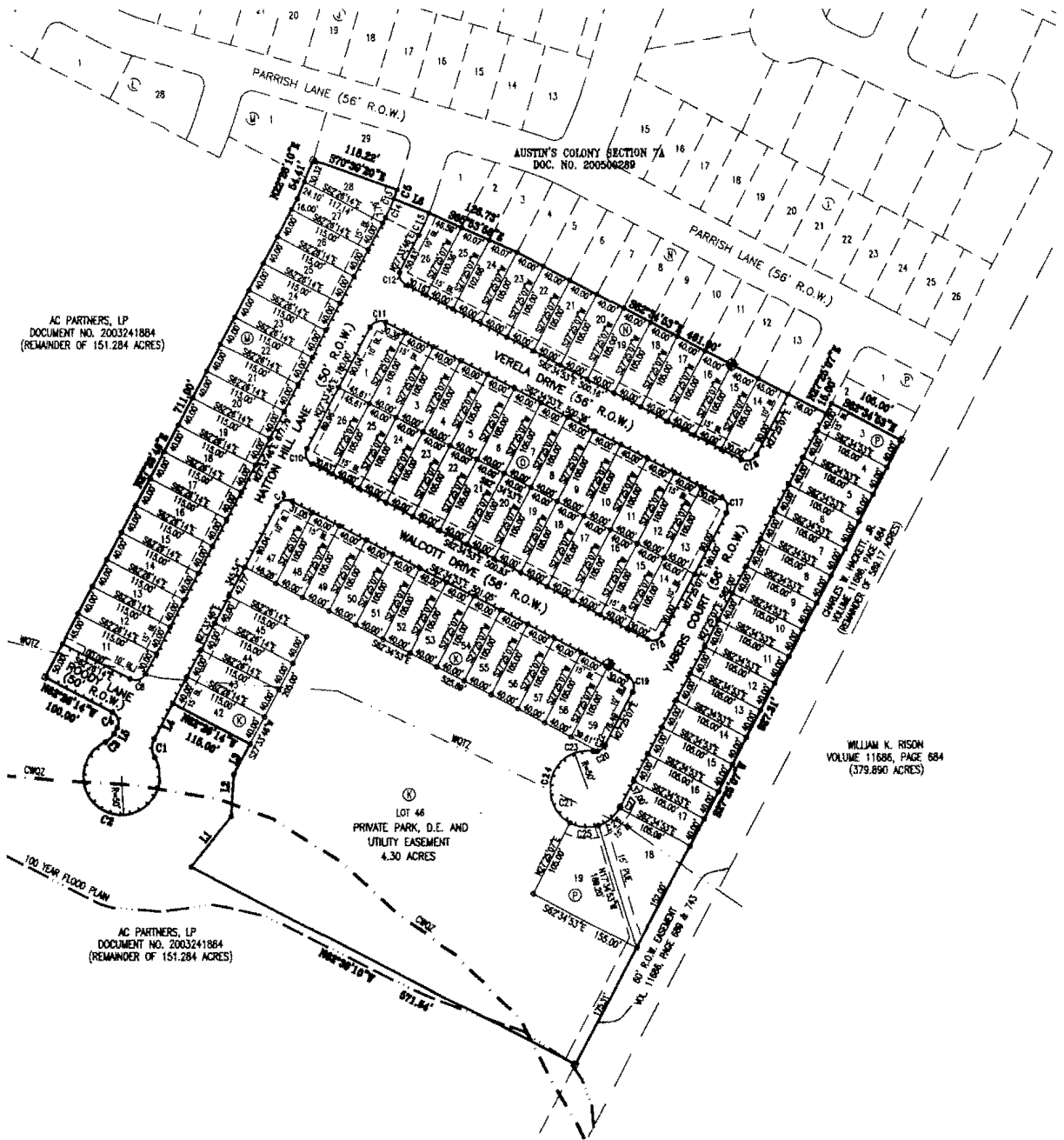
Map Disclaimer: This map was created for the Travis County Road Maintenance to identify Travis County maintained roadways. The data is provided "as is" with no warranties of any kind.

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



LOCATION MAP
(N.T.S.)

AUSTIN'S COLONY SECTION 7B



AC PARTNERS, LP
DOCUMENT NO. 2003241884
(REMAINDER OF 151.284 ACRES)

AC PARTNERS, LP
DOCUMENT NO. 2003241884
(REMAINDER OF 151.284 ACRES)

WILLIAM K. RISON
VOLUME 11686, PAGE 684
(379.890 ACRES)

LOT 46
PRIVATE PARK, D.E. AND
UTILITY EASEMENT
4.30 ACRES



SCALE: 1" = 100'

DATE: JULY 10, 2007

OWNER:
QUALICO AC, L.P., A TEXAS LIMITED PARTNERSHIP
ATTN: QUALICO COMMUNITIES, U.S.
7940 SHOAL CREEK BLVD., SUITE 201
AUSTIN, TEXAS 78757
PHONE: (512) 371-8237
FAX: (512) 371-5728

ENGINEER AND SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160
FAX (512) 280-5165

TOTAL ACREAGE: 17.157 ACRES
SURVEY: JOHN BURLERSON LEAGUE, SURVEY NO. 33
F.E.M.A. MAP NO. 48453C 0095 E
TRAVIS COUNTY, TEXAS DATED: JUNE 16, 1993

TOTAL OF LOTS : 92
NO. OF SINGLE FAMILY LOTS: 91
NO. OF PARKLAND, DRAINAGE & UTILITY EASEMENT LOTS: 1
NO. OF BLOCKS: 4

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- 1 LOT NUMBER
- (A) BLOCK NUMBER
- ⊕ BENCHMARK
- APPROX. SIDEWALK LOCATION
- - - BUILDING SETBACK LINE
- - - EASEMENT LINE

EASEMENT NOTE:

1) A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY ON ALL LOTS.

BENCHMARK NOTE:

1) IRON ROD SET AT REAR PROPERTY LINE OF LOTS 15 AND 16, BLOCK "N" = ELEVATION: 431.12
2) IRON ROD SET AT FRONT PROPERTY LINE OF LOTS 58 AND 59, BLOCK "K" ALONG WALLCOT DRIVE = ELEVATION: 428.31

RIGHT-OF-WAY LINEAR FOOTAGE

HATTON HILL LANE	50' ROW	841'
VERELA DRIVE	56' ROW	583'
WALCOTT DRIVE	56' ROW	583'
YABERS COURT	56' ROW	604'
RODDY LANE	50' ROW	140'
TOTAL		2,751'

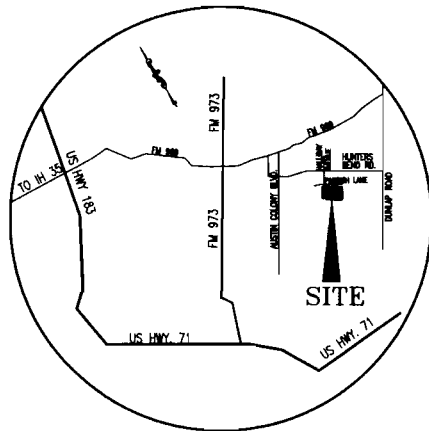
SHEET 1 OF 4

CBD 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


AUSTIN'S COLONY SECTION 7B

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	25.00'	25.21'	13.79'	57°46'09"	S01°19'19"E	24.15'
C2	50.00'	239.67'	46.11'	274°38'20"	S72°53'13"E	67.79'
C3	25.00'	16.09'	8.33'	36°52'12"	N45°59'51"E	15.81'
C4	15.00'	23.56'	15.00'	90°00'00"	N17°26'14"W	21.21'
C5	275.00'	12.50'	6.25'	2°36'17"	N20°38'49"E	12.50'
C8	15.00'	23.56'	15.00'	90°00'00"	N72°33'46"E	21.21'
C9	15.00'	23.52'	14.96'	89°51'21"	S72°29'26"W	21.19'
C10	15.00'	23.60'	15.04'	90°08'39"	S17°30'34"E	21.24'
C11	15.00'	23.52'	14.96'	89°51'21"	S72°29'26"W	21.19'
C12	15.00'	23.60'	15.04'	90°08'39"	S17°30'34"E	21.24'
C13	275.00'	39.44'	19.76'	8°13'05"	N23°27'13"E	39.41'
C14	275.00'	26.94'	13.48'	5°36'48"	N24°45'21"E	26.93'
C15	325.00'	31.84'	15.93'	5°36'48"	N24°45'21"E	31.83'
C16	15.00'	23.56'	15.00'	90°00'00"	N72°25'07"E	21.21'
C17	15.00'	23.56'	15.00'	90°00'00"	N72°25'07"E	21.21'
C18	15.00'	23.56'	15.00'	90°00'00"	N72°25'07"E	21.21'
C19	15.00'	23.56'	15.00'	90°00'00"	N17°34'53"W	21.21'
C20	15.00'	18.63'	10.73'	71°09'03"	N62°59'38"E	17.45'
C21	50.00'	219.17'	69.90'	251°09'03"	S27°00'22"E	81.33'
C22	15.00'	13.13'	7.02'	50°08'25"	N52°29'19"E	12.71'
C23	15.00'	5.50'	2.78'	21°00'38"	N88°03'51"E	5.47'
C24	50.00'	140.63'	30.122'	161°09'03"	S17°58'38"W	98.65'
C25	50.00'	38.27'	20.71'	45°00'00"	S85°04'53"E	38.27'
C26	50.00'	36.27'	18.97'	41°33'37"	N51°38'18"E	35.48'
C27	50.00'	3.00'	1.50'	3°26'23"	N29°08'18"E	3.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°27'22"W	84.47'
L2	S03°11'20"W	54.89'
L3	S27°33'46"W	45.00'
L4	S27°33'46"W	52.73'
L5	S27°33'46"W	9.03'
L6	N68°03'03"W	50.00'



LOCATION MAP
(N.T.S.)

	Carlson, Brigance & Doering, Inc.
	Civil Engineering & Surveying 5501 West Wilham Cannon Drive Austin, Texas 78749 Phone No (512) 285-5166 Fax No. (512) 285-5165

AUSTIN'S COLONY SECTION 7B

GENERAL NOTES:

1. THIS SUBDIVISION WAS APPROVED AND RECORDED PRIOR TO THE CONSTRUCTION AND ACCEPTANCE OF ALL STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED _____, 20____, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT. FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NUMBER _____ IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
2. THE HOMEOWNERS DOCUMENT/DECLARATION OF COVENANTS AND RESTRICTIONS FOR TOWNHOUSE/SMALL LOT SUBDIVISIONS IS REFERENCED FROM CHAPTER 30-2-232 OF THE LDC.
3. THIS SUBDIVISION SHALL BE DEVELOPED AND CONSTRUCTED AS A SMALL LOT SUBDIVISION IN COMPLIANCE WITH SECTION 30-2-232 OF THE LAND DEVELOPMENT CODE.
4. THIS SUBDIVISION IS LOCATED IN THE ELM CREEK WATERSHED, IS CLASSIFIED AS SUBURBAN AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CHAPTER 30, ARTICLE V AND CHAPTER 30-5, OF THE LAND DEVELOPMENT CODE. LAND IN THIS SUBDIVISION IS RESTRICTED TO THE IMPERVIOUS COVER LIMITATIONS OF CHAPTER 30-5, LAND DEVELOPMENT CODE.
5. THIS PROJECT IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE.
6. OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NON-STANDARD TREATMENTS OF THE ROW MAY ALSO REQUIRE A LICENSE AGREEMENT.
7. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
8. THE OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITIES FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
9. THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 30-5, THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN.
10. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE DEVELOPER SHALL INCLUDE ALL AUSTIN ENERGY WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
11. 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 30-5, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO CHAPTER 30-5-181, LAND DEVELOPMENT CODE AND ENVIRONMENTAL CRITERIA MANUAL.
13. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO ALL DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF AUSTIN AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
14. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
15. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN A DRAINAGE EASEMENT OR WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN AND TRAVIS COUNTY.
16. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. THE WATER AND WASTEWATER UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY.
17. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES ARE TO BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN URBAN STANDARDS.
18. IN ADDITION TO THE EASEMENTS SHOWN HEREON, THE FOLLOWING PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED: TEN FOOT (10') ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS.
19. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE AUSTIN ENERGY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. 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 30-5 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
20. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET OR 60% OF PARCEL FRONTAGE, WHICH EVER IS LESS, TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF PARCEL FRONTAGE, WHICH EVER IS LESS, TO THE EDGE OF THE PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
21. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF A SURFACE AND GEOMETRIC DESIGN PROPOSAL BY THE CITY OF AUSTIN.
22. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: HATTON LANE, YABERS COURT, VERELA DRIVE, ROODY LANE AND WALCOTT DRIVE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
23. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER METHODS.
24. ON-SITE CONTROL FOR THE TWO-YEAR STORM IS REQUIRED FOR ALL DEVELOPMENT AS REQUIRED BY CHAPTER 30-5.
25. NO STRUCTURE SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED AND ACCEPTED BY THE CITY OF AUSTIN.
26. THE WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF ACHIEVING COMPLIANCE PURSUANT TO CHAPTER 30-5 OF THE CITY LAND DEVELOPMENT CODE. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY CHAPTERS 30-5-211 AND 30-5-213 THEREOF.
27. PARKLAND REQUIREMENTS HAVE BEEN SATISFIED BY PARKLAND DEDICATION, IN ACCORDANCE WITH CHAPTER 30-5-212 OF THE LAND DEVELOPMENT CODE.
28. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE THE HORNSBY BEND UTILITY WATER AND WASTEWATER UTILITY SYSTEM.
29. A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES WILL BE PROVIDED WITH EACH SINGLE-FAMILY LOT. [30-2-232(C)(15)].
30. LANDOWNER WILL BE RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING THE WATER AND WASTEWATER UTILITY IMPROVEMENTS, SYSTEM UPGRADES, AND OFFSITE MAIN EXTENSION TO SERVE EACH LOT. ALSO, THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY.
31. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.
32. LOT 46, BLOCK "K" IS RESTRICTED TO NON-RESIDENTIAL USES ONLY.
33. WATER AND WASTEWATER WILL BE PROVIDED TO THE SUBDIVISION BY THE HORNSBY BEND UTILITY COMPANY.
34. NO CONSTRUCTION OR PLACEMENT OF STRUCTURES INCLUDING BUILDINGS, SHEDS, POOLS, LANDSCAPING OR GARDENS IS ALLOWED WITHIN A CRITICAL ENVIRONMENTAL FEATURE BUFFER ZONE PER CHAPTER [30-5-281] OF THE CITY OF AUSTIN'S LAND DEVELOPMENT CODE.
35. SMALL LOTS WITHIN WATER QUALITY TRANSITION ZONE IN THIS SUBDIVISION (LOTS WITH A TOTAL AREA LESS THAN 5750 SF.) SHALL BE LIMITED TO LESS THAN 2000 SF. IMPERVIOUS COVER.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DOUGLAS R. RUMMEL JR., P.E., AM AUTHORIZED TO PRACTICE THE PROFESSION OF CIVIL ENGINEERING IN THE STATE OF TEXAS, AND HEREBY CERTIFY THAT THE ENGINEERING PORTIONS OF THIS PLAT COMPLY WITH CHAPTER 30 OF THE AUSTIN CITY CODE, OF 1981, AS AMENDED.

FLOOD PLAIN NOTES: 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) NO. 48453 C 0095E FOR TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

ENGINEERING BY: D. R. Rummel Jr. 7-10-07 DATE
 DOUGLAS R. RUMMEL JR., P.E. NO. 97387
 CARLSON, BRIGANCE & DOERING, INC.
 5501 WEST WILLIAM CANNON DRIVE
 AUSTIN, TEXAS 78749



STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DOUGLAS R. RUMMEL JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 30 OF THE AUSTIN CITY CODE, OF 1981 AS AMENDED, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

SURVEYED BY: D. R. Rummel Jr. 7-10-07 DATE
 DOUGLAS R. RUMMEL JR. R.P.L.S. NO. 5780
 CARLSON, BRIGANCE & DOERING, INC.
 5501 WEST WILLIAM CANNON DRIVE
 AUSTIN, TEXAS 78749

Carlson, Brigance & Doering, Inc.
 Civil Engineering & Surveying
 5501 West William Cannon Drive Austin, Texas 78749
 Phone No. (512) 286-5100 Fax No. (512) 286-5145

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AUSTIN'S COLONY SECTION 7B

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS THAT QUALICO AC, L.P., ACTING HEREIN BY AND THROUGH _____ ASSISTANT SECRETARY, AND BEING OWNERS OF THAT CERTAIN 151.284 ACRE TRACT OF LAND OUT OF THE JOHN BURLISON LEAGUE SURVEY NO. 33, SITUATED IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED AS RECORDED IN DOCUMENT NO. 2006156676 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 17.157 ACRES OF LAND IN ACCORDANCE WITH CHAPTERS 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "AUSTIN'S COLONY SECTION 7B" AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 2007, A.D.

ASSISTANT SECRETARY
QUALICO AC, L.P., A TEXAS LIMITED PARTNERSHIP
BY: QUALICO AC MANAGEMENT, LLC, GENERAL PARTNER
BY: QUALICO DEVELOPMENTS (U.S.), INC., MANAGER
7940 SHOAL CREEK BLVD., SUITE 201
AUSTIN, TEXAS 78757

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, ASSISTANT SECRETARY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2007, A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE _____ DAY OF _____, 2007, A.D.

BETTY BAKER, CHAIRPERSON

CLARKE HAMMOND, SECRETARY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE 5-MILE ETJ OF THE CITY OF AUSTIN ON THIS THE 28 DAY OF JUNE 2007.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE _____ DAY OF _____, 20____, A.D.

VICTORIA HSU, DIRECTOR
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUNOR, 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 SAID COURT.

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

DANA DEBEAUNOR, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

BY: DEPUTY

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION ENDING 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 DELEGATE 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.

STATE OF TEXAS:
COUNTY OF TRAVIS:

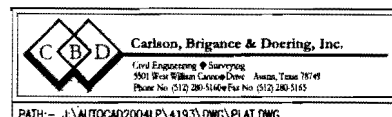
I, DANA DEBEAUNOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____ M., DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D.,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

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

DANA DEBEAUNOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: DEPUTY

SHEET 4 OF 4



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§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Qualico AC, LP, a Texas Limited Partnership, (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 "Austin's Colony Section 7B" (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: Qualico AC, LP, a Texas limited partnership
 C/O Qualico Communities, U.S.
 7940 Shoal Creek Blvd., Suite 201
 Austin, Texas 78757

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.**

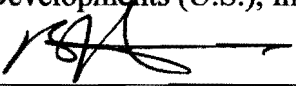
This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

SUBDIVIDER: Qualico AC, LP, a Texas limited partnership

By: Qualico AC Management, LLC, General Partner

By: Qualico Developments (U.S.), Inc., Manager

By:


BRIAN HIGGINS, Assistant Secretary

Authorized Representative: Yes

TRAVIS COUNTY, TEXAS

County Judge

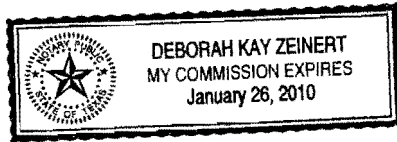
Date: _____

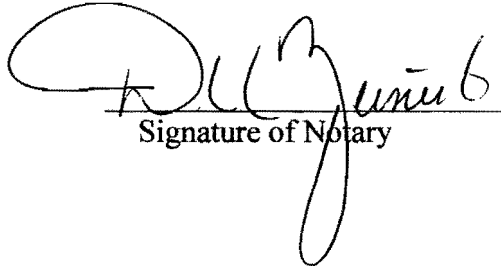
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19th day of, JULY 2007,
by BRIAN HIGGINS, 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

§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN BURLESON LEAGUE, SURVEY NO. 33, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING PART OF A 151.284 ACRE TRACT DESCRIBED IN A DEED TO QUALICO, AC., L.P. AND RECORDED IN DOCUMENT NO. 2006156676 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 17.005 ACRES OF LAND AS SHOWN ON THE ACCOMPANYING EXHIBIT "A" AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, ½" iron pin found in the southerly line of Austin Colony, Section 7A, a subdivision recorded in Document No. 200500289 of the Plat Records of Travis County, Texas and in the easterly line of Yabers Lane, a 56.00 foot wide right-of-way for the **POINT OF BEGINNING** of the herein described 17.005 acre tract of land,

THENCE, with the common line between said Austin Colony, Section 7A and said 151.284 acre tract, the following two (2) courses and distances numbered 1 through 2,

1. N27°25'07"E, a distance of 15.00 feet to a ½" iron rod found,
2. S62°34'53"E, a distance of 105.00 feet to a concrete monument found set for the southeasterly corner of said Austin Colony, Section 7A, same being in the easterly line of a 378.890 acre tract described in a deed to William K. Rison recorded in Volume 11686, Page 684 of the deed records of Travis County, Texas, for the northeasterly corner hereof,

THENCE, S27°25'07"W, with the common line of said 17.005 acre tract and said 379.890 acre tract, a distance of 927.31 feet to a concrete monument found set for the southwesterly corner hereof,

THENCE, crossing through said 151.284 acre tract, the following thirteen (13) courses and distances numbered 1 through 13,

1. N62°39'10"W, a distance of 571.54 feet to an iron pin set,
2. N38°27'22"E, a distance of 84.47 feet to an iron pin set,
3. N03°11'20"E, a distance of 54.89 feet to an iron pin set,
4. N27°33'46"E, a distance of 45.00 feet to an iron pin set,
5. N62°26'14"W, a distance of 115.00 feet to an iron pin set,
6. S27°33'46"W, a distance of 52.73 feet to an iron pin set at the beginning of a curve to the left,
7. With said curve to the left having a radius of 25.00 feet, and arc distance of 25.21 feet, and a chord which bears S01°19'19"E for a distance of 24.15 feet to an iron pin set at the beginning of a curve to the right,
8. With said curve to the right having a radius of 50.00 feet, and arc distance of 239.67 feet, and a chord which bears N72°53'13"W, for a distance of 67.79 feet to an iron pin set at the beginning of a curve to the left,
9. With said curve to the left having a radius of 25.00 feet, an arc distance of 16.09 feet, and a chord which bears N45°59'51"E, for a distance of 15.81 feet to an iron pin set,
10. N27°33'46"E, a distance of 9.03 feet to an iron pin set at the beginning of a curve to the left,
11. With said curve to the left having a radius of 15.00 feet, an arc distance of 23.56 feet, and a chord which bears N17°26'14"W, a distance of 21.21 feet to an iron pin set,

EXHIBIT "A"

12. N62°26'14"W, a distance of 100.00 feet to concrete monument found set for the southwesterly corner hereof,
13. N27°33'46"E, a distance of 711.00 feet to an iron pin set,
14. N22°28'10"E, a distance of 54.41 feet to a concrete monument found set in the common line of said Austin colony, Section 7A and said 17.005 acre tract for the northeasterly corner hereof,

THENCE, with the common line between said 17.005 acre tract and said Austin Colony, section 7A, the following five (5) courses and distances numbered 1 through 5,

1. S70°39'20"E, a distance of 118.22 feet to an iron pin found at the beginning of a curve to the right,
2. With said curve to the right having a radius of 275.00 feet, and arc distance of 12.50 feet, and a chord which bears S20°38'49"W, a distance of 12.50 feet to a iron pin found,
3. S68°03'03"E, a distance of 50.00 feet to an iron pin set,
4. S65°53'58"E, a distance of 126.73 feet to an iron pin set,
5. S62°34'53"E, a distance of 461.00 feet to the **POINT OF BEGINNING** of the herein described 17.005 acre tract of land.

Surveyed by: _____



Douglas R. Rummel, Jr. ~ R.P.L.S. No. 5780
Carlson, Brigance & Doering, Inc.
5501 West William Cannon
Austin, TX 78749 (512) 280-5160

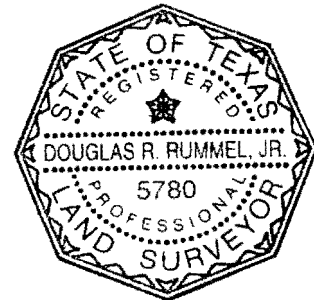
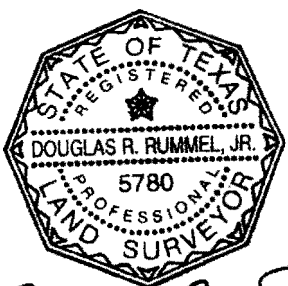
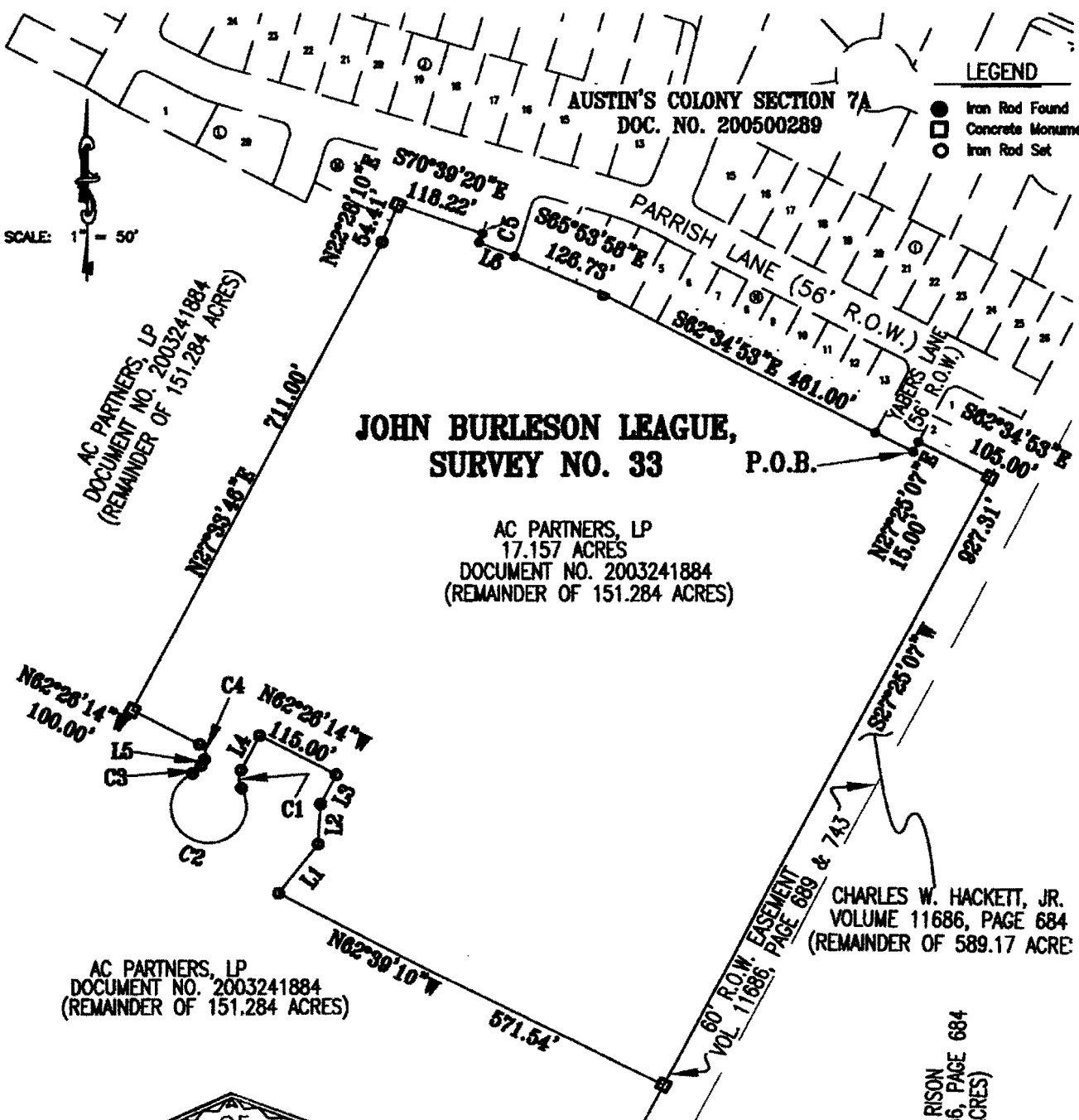


EXHIBIT "A"

LEGEND

- Iron Rod Found
- Concrete Monument Set
- Iron Rod Set

SCALE: 1" = 50'



[Signature]
3-12-07

SHEET 3 OF 4

CBD Carlson, Brigrance & Doering, Inc.
 Civil Engineering Surveying
 West William Cannon Austin, Texas 78748
 PH: 512 290-5160 FAX: 512 290-5165

EXHIBIT "A"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N38°27'22"E	84.47'
L2	N03°11'20"E	54.89'
L3	N27°33'46"E	45.00'
L4	S27°33'46"W	52.73'
L5	N27°33'46"E	9.03'
L6	S68°03'03"E	50.00'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	25.00'	25.21'	13.79'	57°46'09"	S01°19'19"E	24.15'
C2	50.00'	239.67'	46.11'	274°38'20"	N72°53'13"W	67.79'
C3	25.00'	16.09'	8.33'	36°52'12"	N45°59'51"E	15.81'
C4	15.00'	23.56'	15.00'	90°00'00"	N17°26'14"W	21.21'
C5	275.00'	12.50'	6.25'	2°36'17"	S20°38'49"W	12.50'

SHEET 4 OF 4

	Carlson, Brigrance & Doering, Inc.
	<small>Civil Engineering • Surveying 1001 Williams Canyon • Austin, Texas 78749 PH: (512) 280-5180 • FAX: (512) 280-5183</small>

NON-ADJUDICATED / UNLICENSED SURVEYING - TEXAS JOB NO. 4183

ORIGINAL

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Qualico AC, LP

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$227,680.32

SUBDIVISION: Austin's Colony Section 7B
C8J-03-0146.4A

DATE OF POSTING: February 26, 2013

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

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

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.

ORIGINAL

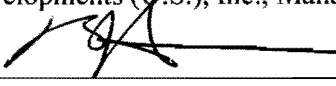
Cash Security Agreement
Page 2

DEVELOPER

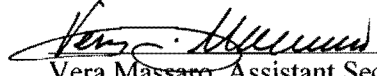
Qualico AC, LP, a Texas limited partnership

By: Qualico AC Management, LLC, General Partner

By: Qualico Developments (U.S.), Inc., Manager

By: 

Brian Higgins, Assistant Secretary

By: 

Vera Massaro, Assistant Secretary

Date: Feb. 25. 2013

Phone: (512) 371-8937

ADDRESS OF DEVELOPER

7940 Shoal Creek Blvd., Suite 201
Austin, Texas 78757

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

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

REQUIRED AUTHORIZATIONS:

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

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

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

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

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2013

3/12/2013

NEW BUDGET

BA#	IO/WBS	FUND	COST CENTER	COMMITMEN T	Dept.	Line Item	Increase	Decrease	Pg #
N1		0001	149011	481040	TNR	Contribution/Donation (Revenue)	\$21,500.00		1
		0001	149011	511900	TNR	Other Services	\$21,500.00		
N2		0001	123001	481040	Dist. Atty	Contribution/Donation (Revenue)	\$10,000.00		4
		0001	123001	500070	Dist. Atty	Salaries-Temp. Employees	\$10,000.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMEN T	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	158042	500050	HHS	Salaries-Perm Employees		\$22,625.00	7
		0001	158042	506010	HHS	FICA Tax-OASDI		\$1,403.00	
		0001	158042	506020	HHS	FICA Tax-Medicare		\$328.00	
		0001	158042	506030	HHS	Medical Insurance Benefit		\$6,621.00	
		0001	158042	506040	HHS	Life Insurance Benefit		\$74.00	
		0001	158042	506050	HHS	Retirement Contribution		\$2,916.00	
		0001	158042	506060	HHS	Worker's Compensation		\$44.00	
		0001	158042	590149	HHS	Transfer to After Schl YE Fund	\$34,011.00		

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMEN T	Dept.	Line Item	Increase	Decrease	Pg #
A1		600382	0149	158044	490001	HHS	Transfer from General Fund (Revenue)	\$34,011.00	7
		600382	0149	158044	500050	HHS	Salaries-Perm Employees	\$22,625.00	
		600382	0149	158044	506010	HHS	FICA Tax-OASDI	\$1,403.00	
		600382	0149	158044	506020	HHS	FICA Tax-Medicare	\$328.00	
		600382	0149	158044	506030	HHS	Medical Insurance Benefit	\$6,621.00	
		600382	0149	158044	506040	HHS	Life Insurance Benefit	\$74.00	
		600382	0149	158044	506050	HHS	Retirement Contribution	\$2,916.00	
		600382	0149	158044	506060	HHS	Worker's Compensation	\$44.00	

OTHER

O1

Approve the internally funded one month extension of the Budget Director transition slot until April 30, 2013.




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: March 5, 2013

RE: Establishing New Budget for Donation Received by Transportation and Natural Resources (TNR) from TXI

On February 5, 2013, under agenda item #9, Commissioners Court approved accepting the donation of \$21,500 from TXI to enhance monitoring services adjacent to tracts where TXI will be mining for sand and gravel near Hunters Bend Road and Dunlap Road. With that approval, the Auditor's Office was able to certify the revenue received on March 1, 2013. Pursuant to the FY 2013 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO recommends approval of this budget adjustment for \$21,500 in new revenue.

cc: Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO
Steven Manilla, Jon White, Thomas Weber, Carol Joseph, Cynthia McDonald,
Donna Williams-Jones, TNR
Paul Lyon, Patti Smith, Hanna York, Tracy LeBlanc, Auditor's Office

Header Information for Entry Doc Number

400002032

Doc. Number 400002032 Doc. Status Preposed FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Mar 4, 2013
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 6 Fiscal Year 2013 Year.Cash.Eff
 Process UI BALA Process BALS Original.Applic. BWB Doc.Family
 Creator WILLIAD Creation Date Mar 5, 2013 Creation Time 10:35:54
 Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law
 Legislation

Additional Data

Header Text Establish Bgt TXI Donation Colorado River Corridor

TextName

Total Document 21,500 USD

Lines

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1490110001	481040	1750	NON-FUNDED-PROGRAM	21,500	Establish Budget TXI Donation Colorado River Corri
000002	0001		1490110001	511900	1750	NON-FUNDED-PROGRAM	-21,500	Establish Budget TXI Donation Colorado River Corri

PBO concurs
- Darlane 3/5/13
March 6, 2013

2

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



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

To: Leslie Browder
County Executive, Planning and Budget

From: *NR* Nicki Riley
County Auditor

Subject: Certification of Revenue – TXI Donation- Additional Environmental Monitoring Initiative along the Colorado River Corridor

Date: March 1, 2013

I hereby certify additional funds of \$21,500.00 for the Transportation and Natural Resources Department. These funds were received from TXI Operations, LP as a donation and should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
0001	1490110001	481040	Contributions/Donations	\$21,500.00

If you have any questions, please call.

NR/ay

cc: Paul S. Lyon, First Assistant County Auditor *PL*
Patti Smith, Chief Assistant County Auditor
Hannah York, Auditor Financial Analyst
Tracy LeBlanc, Financial Analyst – Revenues
Jessica Rio, Budget Director, PBO
Cynthia McDonald, Financial Manager, TNR
Donna Williams-Jones, Sr. Financial Analyst, TNR




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Katie Petersen Gipson, Planning and Budget Analyst, Sr. 

DATE: March 5, 2012

RE: Budget donated funds received in Commissioners Court through agenda item 27 on the Commissioners Court Agenda from March 5, 2013.

On March 5, 2013 the Commissioners Court approved item 27, the receipt of a donation from the Downtown Austin Alliance (DAA) to assist the District Attorney's Office to continue an assistant District Attorney to work on downtown crime issues. The County Auditor's Office has certified the donation as \$10,000 of additional revenue and the department has submitted a budget adjustment to budget the donated funds. Pursuant to the FY 2013 Budget rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval. For your information, a previous donation of \$10,000 was received from the DAA on December 21, 2012.

PBO has reviewed this budget adjustment and believes it is consistent with the intent by which the donation was accepted by the County and recommends approval of the transfer.

cc: Jessica Rio, Budget Director
Leslie Browder, County Executive, PBO
Beverly Evans, District Attorney's Office



Rosemary Lehmburg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Vicki Skinner, District Attorney's Office *Vicki Skinner for Rosemary Lehmburg*

DATE: February 26, 2013

SUBJECT: Donation from Downtown Austin Alliance

The District Attorney's Office requests approval to accept a \$10,000 donation from the Downtown Austin Alliance (DAA). The DAA is presenting this donation to assist the District Attorney's Office in continuing the assignment of a full-time Assistant District Attorney position to the downtown area.

Since January, 2002 an Assistant District Attorney has been dedicated to working on cases relating to violent crime, career criminals, narcotics and nuisance abatement matters in Austin's Downtown Business District. This Attorney works closely with the Austin Police Department Downtown Area Command, the Downtown Crime Advisory Board and the downtown community to eliminate the illegal activity of known criminals, activities associated with the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

The donations from the Downtown Austin Alliance, as well as the funding provided through an interlocal agreement with the City of Austin, have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the permanent responsibilities of the position.

We appreciate this donation from the Downtown Austin Alliance and look forward to the ongoing success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

cc: David Jungerman, Auditor's Office
Katie Petersen, Planning and Budget Office
Jim Connolly, County Attorney's office

Header Information for Entry Doc Number 400002061

Doc. Number 400002061 Doc. Status Preposted FM Area 1000

Budget. Cate. Payment Doc. Year 2013 Doc. Date Mar 5, 2013

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 6 Fiscal Year 2013 Year.Cash.Eff

Process UI BALA Process BALS Original.Applic. BWB Doc.Family

Additional Data

Creator EVANSB Creation Date Mar 5, 2013 Creation Time 17:26:36

Resp. Person Year Cohort Public Law

Legislation

Header Text Donation from Downtown Alliance

TextName

Lines

Total Document	20,000	USD
-----------------------	--------	-----

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1230010001	481040	1210	NOT-RELEVANT NON-FUNDED-PROGRAM	10,000	Revenue - Donation from Downtown Alliance
000002	0001		1230010001	500070	1210	NOT-RELEVANT NON-FUNDED-PROGRAM	10,000	Budget for temporary salaries

[Signature] *March 6, 2013*




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director 

DATE: February 27, 2013

RE: Request by HHS&VS to create three new FTE for the Texas AgriLife CAPITAL AmeriCorps Project and use savings to temporarily fund these FTE until the expense is reimbursed via contract

HHS&VS is requesting to transfer \$34,011 from temporary salary savings in its General Fund budget to the Texas AgriLife special fund (Fund 0149) that was created for this purpose. As mentioned in the attached memo from Ms. Fleming, County Executive for HHS&VS, these contracts and associated revenues and expenses have moved to Travis County at the specific request of the grant pass-through agency, the OneStar Foundation.

Previously, the contracts and positions they fund were administered by Texas A&M University, Agricultural Extension Service. However, having some of the grant funding going to Texas A&M University and some coming to Travis County made it difficult for OneStar to audit the grant accounts for this project at the end of each grant period. HHS&VS has worked with the grantor, the Auditor's Office, the contracting entities (i.e., Austin ISD, Del Valle ISD, Cedars International Academy, Boys and Girls Clubs of the Austin Area, and the Texas Empowerment Academy), and PBO for the past 4-6 months to ensure the appropriate and smooth transition of this funding process.

This one-time transfer is necessary this fiscal year because it is the first year these contracts are in place. The first year a contract is in place, and if the funding is to be reimbursed, the Auditor's Office can only certify the revenue after it has been received. PBO will continue to work with the department and the Auditor's Office to have the revenue for FY 14 be certified as part of the budget process.

In addition, under this request HHS&VS is requesting permission to create three new AgriLife positions in the Special Fund 0149: two Education Instructional Specialists and one Office Specialist. These positions have been submitted to HRMD for review to ensure that these are the appropriate job titles for the proposed duties. Approval of this request indicates the Court's approval of three new positions in Fund 0149 at job titles appropriate for the duties identified in the PAQs.

PBO recommends approval of the budget adjustments and the creation of the new positions.

cc: Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO
Sherri Fleming, Kathleen Haas, Yvette Rugely-Craig, John Bradshaw, HHS&VS
Todd Osburn, HRMD
Nicki Riley, Paul Lyon, Dede Bell, Kathryn Madden, Daniel Wilson, Auditor's
Office

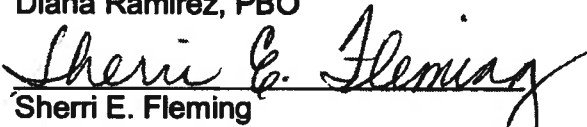


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

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

DATE: February 19, 2013

TO: Diana Ramirez, PBO

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

SUBJECT: Funds for three AgriLife staff positions to work with the AmeriCorps program

The Commissioners Court has approved revenue contracts with the Austin Independent School District, Del Valle Independent School District, Cedars International Academy, Boys and Girls Clubs of the Austin Area, and the Texas Empowerment Academy. These contracts provide up to \$210,000 to purchase supplies for the Travis County CAPITAL AmeriCorps Project, pay for member mileage and healthcare costs as well as other operating expenses. Some of the revenue will be used to fully fund three new positions in the Travis County AgriLife Extension Office that will work with the AmeriCorps program.

These new positions are listed below:
Education Instructional Specialist – Junior Master Gardener
Pay Grade 13; Minimum level - \$30,238.83

Education Instructional Specialist – Technology and Science Education
Pay Grade 13; Level 1 - \$31,158.40

**Office Specialist – Purchasing, Supplies and Warehouse Management
Pay Grade 12; Level 1 - \$29,099.20.**

The Travis County AgriLife Extension Office is requesting these three positions in order to support the services provided by the Travis County CAPITAL AmeriCorps Project. In previous years, the revenue contracts that funded these positions were administered by Texas A+M. The OneStar Foundation requested these contracts be switched to Travis County for FY'13 so the Travis County Auditor's Office could certify the revenue. The Auditor's Office was unable to do this with the funds being deposited at Texas A+M. (The OneStar Foundation receives AmeriCorps grant funds from the Corporation for National and Community Service and passes the funding onto various AmeriCorps programs in Texas.)

Documents 400001946 and 400001947 transfer \$34,011 in General Fund money to special revenue account 1580440149. This is three months' worth of salary and benefits for the three positions. The money is coming from Temporary Salary savings. The goal is to provide enough funding to allow these three positions to be posted and filled. TCHHSVS, PBO and the Travis County Auditor's Office have discussed the best way to get these positions filled as soon as possible and have come up with this solution. Enough revenue will come in during FY'13 to reimburse the General Fund as well as provide the balance of funding for these positions.

Header Information for Entry Doc Number

400001946

Doc. Number 400001946

Doc. Status Preposted

FM Area 1000

Budget. Cate. Payment

Doc. Year 2013

Doc. Date Feb 15, 2013

Value Type Budget

Version 0

Doc. Type TRAN

Budget Type 6

Fiscal Year 2013

Year. Cash. Eff

Process UI TRAN

Process SEND

Original. Applic. BWB

Doc. Family

Additional Data

Creator BRADSHJ

Creation Date Feb 20, 2013

Creation Time 13:27:08

Resp. Person

Year Cohort

Public Law

Header Text

Legislation

TextName

Lines

Total Document 34,011 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1580420001	590149	1530	NOT-RELEVANT	-34,011	
000002	0001		1580420001	500050	1530	NOT-RELEVANT	-22,625	
000003	0001		1580420001	506010	1530	NOT-RELEVANT	-1,403	
000004	0001		1580420001	506020	1530	NOT-RELEVANT	-328	
000005	0001		1580420001	506030	1530	NOT-RELEVANT	-6,621	
000006	0001		1580420001	506040	1530	NOT-RELEVANT	-74	
000007	0001		1580420001	506050	1530	NOT-RELEVANT	-2,916	
000008	0001		1580420001	506060	1530	NOT-RELEVANT	-44	

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Header Information for Entry Doc Number

400001947

Doc. Number 400001947

Doc. Status Preposted

FM Area 1000

Budget. Cate. Payment

Doc. Year 2013

Doc. Date Feb 14, 2013

Value Type Budget

Version 0

Doc. Type TRAN

Budget Type 6

Fiscal Year 2013

Year. Cash. Eff

Process UI BALA

Process BALS

Original. Applic. BWB

Doc. Family

Additional Data

Creator BRADSHU

Creation Date Feb 20, 2013

Creation Time 13:27:44

Resp. Person

Year Cohort

Public Law

Header Text

Legislation

TextName

Lines

Total Document 34,011 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func. Area	Grant	Funded Program	Local Amount	Text Line
000001	0149		1580440149	490001	1530	NOT-RELEVANT	600382	34,011	
000002	0149		1580440149	500050	1530	NOT-RELEVANT	600382	-22,625	
000003	0149		1580440149	506010	1530	NOT-RELEVANT	600382	-1,403	
000004	0149		1580440149	506020	1530	NOT-RELEVANT	600382	-328	
000005	0149		1580440149	506030	1530	NOT-RELEVANT	600382	-6,621	
000006	0149		1580440149	506040	1530	NOT-RELEVANT	600382	-74	
000007	0149		1580440149	506050	1530	NOT-RELEVANT	600382	-2,916	
000008	0149		1580440149	506060	1530	NOT-RELEVANT	600382	-44	

P
 T. DeRanis
 2/27/13
 All in 2/28/13



**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

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

MEMORANDUM

TO: Commissioners Court *Travis R. Gatlin*
FROM: Travis R. Gatlin, Assistant Budget Director
DATE: March 4, 2013
SUBJECT: One Month Extension of Budget Director Transition Slot

On March 27, 2012, the Commissioners Court approved the creation of transition slot for Travis County Budget Director in order to support and provide training to the new County Executive, Planning and Budget, and the new Budget Director as well as work on court directed special projects. The position was created with an end date of March 31, 2013. PBO is requesting Commissioners Court approval to extend the end date of the transition slot until April 30, 2013. The additional one month of salary and benefits will be covered internally from one-time vacancy savings and will allow the position to provide supervision to the employee clinic program during the recruitment process for the HRMD Director.

PBO recommends approval in order for the position to assist with the additional assignment as a result of the vacancy of the HRMD Director.

cc: Leslie Browder, Jessica Rio, Diana Ramirez, Leroy Nellis, PBO
Todd Osburn, Kim Austin-Smith, HRMD

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
(\$1,881)	TNR	11/13/12	Constable Staffing
(\$135,679)	Constable Pct. 1	11/15/12	Constable Staffing
(\$10,000)	County Attorney	11/20/12	Legal Advisory Services
(\$240,179)	HRMD	12/4/12	Benefits income adjustment
(\$12,537)	Tax Office	12/11/12	Reclassification of two positions
(\$7,067)	JP Pct. 5	12/28/12	DPS backlog-drivers license revocation
(\$80,000)	TNR	1/22/13	East Metro Park Multi-Purpose Court
(\$46,900)	TNR	1/29/13	Recycling Program
(\$11,700)	Facilities	2/5/2013	Move for Dist. Clerk to Gault basement
\$5,975,324	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$220,074)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Crim Cts Legally Mandated Fees – Atty Fees & Other Ct Costs for Capital Cases
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$250,000)	Facilities Management – Facilities Best Practices Review
(\$200,000)	General Admin – HUB Requirements Disparity Study (\$35,595 funds from State, restricted-use for this purpose)
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$25,885)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$79,681)	Constable Staffing
(\$2,792,709)	Total Possible Future Expenses (Earmarks)
\$3,182,615	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)**CAR RESERVE TRANSFERS**

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944			Beginning Balance
(\$8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
(\$82,552)	EMS	12/11/12	Fire fighting aircraft
(\$649,975)	ITS	1/15/13	Data storage tapes
(\$58,040)	Facilities	1/15/13	Renovation of HMS Courthouse Rm118
(\$60,000)	Facilities	1/15/13	Gault HVAC renovation project
(\$42,283)	TNR	1/29/13	Technical Correction FY 12 Budget Amendment
(\$46,306)	Facilities	2/5/13	Gault basement renovations-Dist. Clerk
(\$35,142)	Facilities	2/19/13	FFE for ongoing renovation of 700 Lavaca
\$1,831,646 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
\$ (817,300)	ITS Infrastructure for FMD Projects
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (61,954)	Constable Staffing
\$ (1,407,300)	Total Possible Future Expenses (Earmarks)

\$424,346 Remaining CAR Reserve Balance After Possible Future Expenditures

Emergency Reserve Status (580120)

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

Fuel & Utility Reserve Status (580130)

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

Planning Reserve Status (580210)

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

Juvenile Justice TYC (580260)

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

Smart Bldg. Facility Maintenance Reserve Status (580240)

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

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
(\$196,951)	ITS	10/23/12	OnBase Software
(\$717,746)	ITS	11/6/12	CUC TechShare
(\$1,146,096)	ITS	12/18/2012	TechShare
\$104,002 Current Reserve Balance			

Transition Reserve Status (580300)

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

Reserve for State Cuts Status (580310)

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

Starflight Maintenance Reserve Status (580320)

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

1115 Waiver Reserve Status (580200)

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

Interlocals Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$2,166,175 (\$1,483,173)	Emergency Services	11/13/12	Beginning Balance Regional Radio Service Interlocal
\$683,002 Current Reserve Balance			

Annualization Reserve Status (580200)

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

Salary Savings Reserve Status (580200)

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

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
(\$2,302,015)	EMS	12/11/12	Reimbursement Resolution
(\$2,941,500)	ITS	12/11/12	Reimbursement Resolution
(\$877,000)	TNR	12/11/12	Reimbursement Resolution
(\$901,912)	FMD	12/11/12	Reimbursement Resolution
\$50,173,426	Current Reserve Balance		

Item 6



Travis County Commissioners Court Agenda Request

Meeting Date: 03/12/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve close out documentation for the AmeriCorps grant program in Health and Human Services that ended on 07/31/2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is a required administrative item to close out the prior year's AmeriCorps grant.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no additional funding requirements resulting from this item.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

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

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	158 AmeniCorps	08/01/11 07/31-12	\$287,922	\$0	\$236,045	\$183,061	\$707,028	26.50	R	MC	8

Status Report

PBO Notes:

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

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

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

**FY 2013 Grant Summary Report
Grant Applications approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date	Created
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012	7/20/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012	4:44pm
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012	
145	Juvenile probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012	
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	4/1/2013- 3/31/2014	\$100,000	\$0	\$0	\$0	\$100,000	-	1/8/2013	
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013	
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013	
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$50,495	\$324,753	\$0	\$0	\$375,248	6.80	2/5/2013	
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013	
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013	
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013	
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013	
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013	
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013	
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013	
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013	

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013

*Amended from original agreement.

\$3,659,033 \$478,358 \$344,785 \$73,588 \$4,555,764 25.30

**FY 2013 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12- 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012- 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (ILLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program-SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10- 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11- 08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11- 08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
158	Comprehensive Energy Assistance Program	1/1/2013-12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	N/A	No
Totals			\$305,611	\$200,000	\$505,611	12.00				



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" 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:	AmeriCorps		
Grant Period:	From: <input type="text" value="Aug 1, 2011"/>	To: <input type="text" value="Jul 31, 2012"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	OneStar Foundation		
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:	Corporation for National and Community Service		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 285,919	\$ 0	\$ 165,301	\$ 73,360	\$ 524,580
Operating:	\$ 2,003	\$ 0	\$ 5,469	\$ 109,701	\$ 117,173
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 65,275	\$ 0	\$ 65,275
Totals:	\$ 287,922	\$ 0	\$ 236,045	\$ 183,061	\$ 707,028
FTEs:	15.00	0.00	9.00	2.50	26.50

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 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Educational Contacts	266,939	110,000	180,000	180,000
2.					
3.					
+ - Measures for the Grant					
1.	Students enrolled in after-school programs	1,830	1,764	1,400	1,400
Outcome Impact Description		This measure shows the number of students served by the AmeriCorps members.			
2.	Number of students enrolled who complete an after-school program (attend 60% or more of the classes)	1,187	1,174	850	850
Outcome Impact Description		AmeriCorps members are used to augment staff in after-school programs with the goal of increasing students' interest in academic subjects in general and science in particular.			
3.	Number of third through eighth graders who are projected to complete CAPITAL science enrichment classes and will show a 20% increase in science knowledge as indicated by science pre and post tests administered by AmeriCorps members.	169	236	446	446
Outcome Impact Description		AmeriCorps members are used to augment staff in after-school programs with the goal of increasing students' knowledge of science.			

PBO Recommendation:

This action is the close-out of the AmeriCorps grant from Fiscal Year 2012 that was successfully completed on July 31, 2012. There are four forms that must be signed by the County Judge and submitted to the grantor. PBO recommends approval of this grant close-out.

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?

Travis County 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a cash and in-kind match required while the grant is in progress.

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

The grant required a cash and in-kind match totaling up to \$419,106. These matches came from 4-H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS.

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

The grant allowed for a 4% indirect cost allocation for the county and 1% (\$3,019) for the OneStar Foundation. The county did not claim its 4% allocation because this would have raised the cost per FTE from \$15,052 to \$15,680 and made the program uncompetitive.

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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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 grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This ties into the departmental performance measure for educational contacts.

NOTE: The totals for the Grant Measures for FY'11 and FY'12 are actuals not projections.



AmeriCorps*Texas Contract Release Agreement

Sub-Grantee Information

Legal Applicant

Travis County through the Travis County Department of Health and Human Services and Veterans Services
PO Box 1748
Austin, TX 78767-1748

EIN: 74-6000192

Program Name

Travis County CAPITAL AmeriCorps Project

Primary Contact

Charlotte Benbenek-Price
512-854-3192
cebenbenek-price@ag.tamu.edu

Grant Award Information

CFDA Number	94.006	Pre-Award Cost Start Date	Not Applicable
eGrants Grant Number	06AFHTX0010051	Project Period	8/1/2009 – 7/31/2012
eGrants Application ID	11AC126698	Budget Period	8/1/2011 – 7/31/2012

Contract Release

This Contract Release Agreement is based on the following:

Total Awarded	Total After Deobligation	Total Amount Expended*	Cash Paid to Sub-Grantee	Total Unexpended and Recaptured by Grantee
\$301,941	\$290,829.89	\$285,323.74	\$282,462.22	\$5,506.15

*Total Amount Expended includes the 1% Commission Fixed Amount

This Contract Release Agreement is made and entered into by and between OneStar Foundation National Service Commission, Inc. ("Grantee") and the above-designated Sub-Grantee.

The parties to this agreement expressly understand and agree that:

1. Grantee and Sub-Grantee entered into a grant award (see Grant Number and Budget Period listed above) by which Sub-Grantee agreed the terms of the grant award and Grantee agreed to reimburse Sub-Grantee, not to exceed the agreed upon Total Awarded (as listed above).
2. The costs incurred under the contract shall not exceed the Total Amount Expended. By execution of this agreement, Sub-grantee agrees that all allowable costs have been paid for this contract in full and Sub-grantee does hereby release and discharge Grantee, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever arising from Sub-Grantee's unpaid bills.
3. In case of a conflict between the terms contained in this Contract Release Agreement and the cited grant award, the terms of this release agreement shall govern and the conflicting terms shall be void and of no effect.
4. No provision of this Contract Release Agreement shall be construed as relieving Sub-Grantee of liability for costs ultimately disallowed as a result of a previous or later financial and/or compliance audits or other reviews of Sub-Grantee's program.
5. Sub-Grantee shall maintain all documents related to said grant award for a period of three (3) years after acceptance of the close-out by the grantor of this grant award, the Corporation for National and Community Service. OneStar will notify all Sub-Grantees of this date.

Signature Authority

The person signing this Contract Release Agreement on behalf of the Sub-Grantee or representing himself/herself as signing this agreement on behalf of the Sub-Grantee, hereby agrees that he/she has been duly authorized by the Sub-Grantee to certify this agreement on behalf of the Sub-Grantee and to validly and legally bind Sub-Grantee to all the terms of this agreement.

Grantee

Sub-Grantee

Elizabeth Darling
Chief Executive Officer
OneStar Foundation

Date

BY:

Samuel Biscoe
County Judge
Travis County through the Travis County Department of Health and Human Services and Veterans Service

Date



Certification of Program Sub-Grant Closeout

Legal Applicant Organization Name: Travis County through the Travis County Department of Health and Human Services and Veterans Service

Program Name: Travis County CAPITAL AmeriCorps Project

Grant Number: 06AFHTX0010051

Project Period: 8/1/2009 – 7/31/2012

Date of Submission: 3/28/13

Please select the answer that is applicable to your program:
(check one option only)

OPTION 1

Our organization awarded Program Sub-grants under the above-referenced grant award number. A Program Sub-Grant is any AmeriCorps grant funds awarded to an organization by your organization under this grant award number.

I certify that our organization has completed all closeout actions; accomplished all program and financial requirements; secured all reports; and reconciled all funding with respect to Program Sub-grants we have awarded under the above-referenced grant.

OR

OPTION 2

No Program Sub-grants were awarded under the above-referenced grant award number. A Program Sub-Grant is any AmeriCorps grant funds awarded to an organization by your organization under this grant award number.

Our organization did not award any Program Sub-grants under the above-referenced grant award number.

Name of Authorized Representative: Samuel T. Biscoe

Title of Authorized Representative: Travis County Judge

Signature: BY: _____ Date: _____



EQUIPMENT INVENTORY

Items of Equipment with a Current Fair Market Value of \$5,000 or More and Purchased with Federal Grant Funds

Legal Applicant Organization Name: Travis County through the Travis County Department of Health and Human Services and Veterans Service

Program Name: Travis County CAPITAL AmeriCorps Project

eGrants Grant Number: 06AFHTX0010051

Project Period: 8/1/2009 – 7/31/2012

Name of Authorized Representative: Samuel T. Bliscoe

Title of Authorized Representative: Travis County Judge

Telephone Number: 512-854-9555

Date of Submission: 3/28/13

Signature of Authorized Representative: BY: _____

Is this program continuing beyond the project period end date of the above identified grant?

- Yes
- No (If the answer is NO, please write NOT APPLICABLE in the below table and **DO NOT** proceed further.)

If the above answer is YES, does the grantee request to continue use of all or part of the equipment?

- Yes (Identify all such equipment below by marking it with a "**")
- No

OR

Does the grantee request the use of all or part of the equipment on other federally supported activities?

- Yes
- No

Title Holder/ Funding Source (e.g. Grantee/ CNCS)	Item Description	Equipment Serial No.	Location/Site and Condition*	Acquisition Date/Cost	Estimated Current Fair Market Value	Disposition / Date
NA	NA	NA	NA - E	m/d/yy - \$NA	\$NA	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy
			- E	m/d/yy - \$	\$	m/d/yy

* E-Excellent VG-Very Good G-Good F-Fair P-Poor

Note: If the grantee does not request continued use of items of equipment, OneStar will issue disposition instruction upon receipt of the inventory.



INVENTORY OF RESIDUAL SUPPLIES

Unused/Residual Supplies Purchased with Federal Funds with an Aggregate Fair Market Value Exceeding \$5,000

Legal Applicant Organization Name: Travis County through the Travis County Department of Health and Human Services and Veterans Service

Program Name: Travis County CAPITAL AmeriCorps Project

eGrants Grant Number: 06AFHTX0010051

Project Period: 8/1/2009 – 7/31/2012

Name of Authorized Representative: Samuel T. Biscoe

Title of Authorized Representative: Travis County Judge

Telephone Number: 512-854-9555

Date of Submission: 3/28/13

Signature of Authorized Representative: BY: _____

Is this program continuing beyond the project period end date of the above identified grant?

- Yes
- No (If the answer is NO, please write NOT APPLICABLE in the below table and DO NOT proceed further.)

If the above answer is YES, does the grantee request the continued use of all or part of the supplies?

- Yes (Identify all such equipment below by marking it with a "**")
- No

OR

Does the grantee request the use of all or part of the supplies on other federally supported activities?

- Yes
- No

Items Description	Location/Site	Current Fair Market Value	Final Authorized Disposition/Date
NA	NA	\$NA	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy
		\$	m/d/yy

*Total: \$ _____

*Total must exceed \$5,000

Note: If the grantee does not request continued use of the supplies, OneStar will issue disposition instructions upon receipt of the inventory.

Item 7



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$617,670.76 for the period of February 22 to February 28, 2013.

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 \$617,670.76.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$617,670.76

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Diane Blankenship, 854-9170

Jessica Rio, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: March 12, 2013

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: February 22, 2013 to February 28, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$617,670.76

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 \$617,670.76

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
FEBRUARY 22, 2013 TO FEBRUARY 28, 2013**

- 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: March 12, 2013
 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: February 22, 2013
 TO: February 28, 2013

REIMBURSEMENT REQUESTED: \$ 617,670.76

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,038,251.34
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: March 5, 2013	\$ (1,429,268.44)
Adjust to balance per UHC	\$ 8,687.86
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 617,670.76
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 617,670.76

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

All claims over \$25,000 (1 this week totaling \$30,476.50) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$89,209.11) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

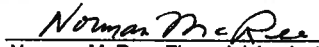
All claims have been reviewed to determine if they have exceeded the \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$574,103.69.

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.

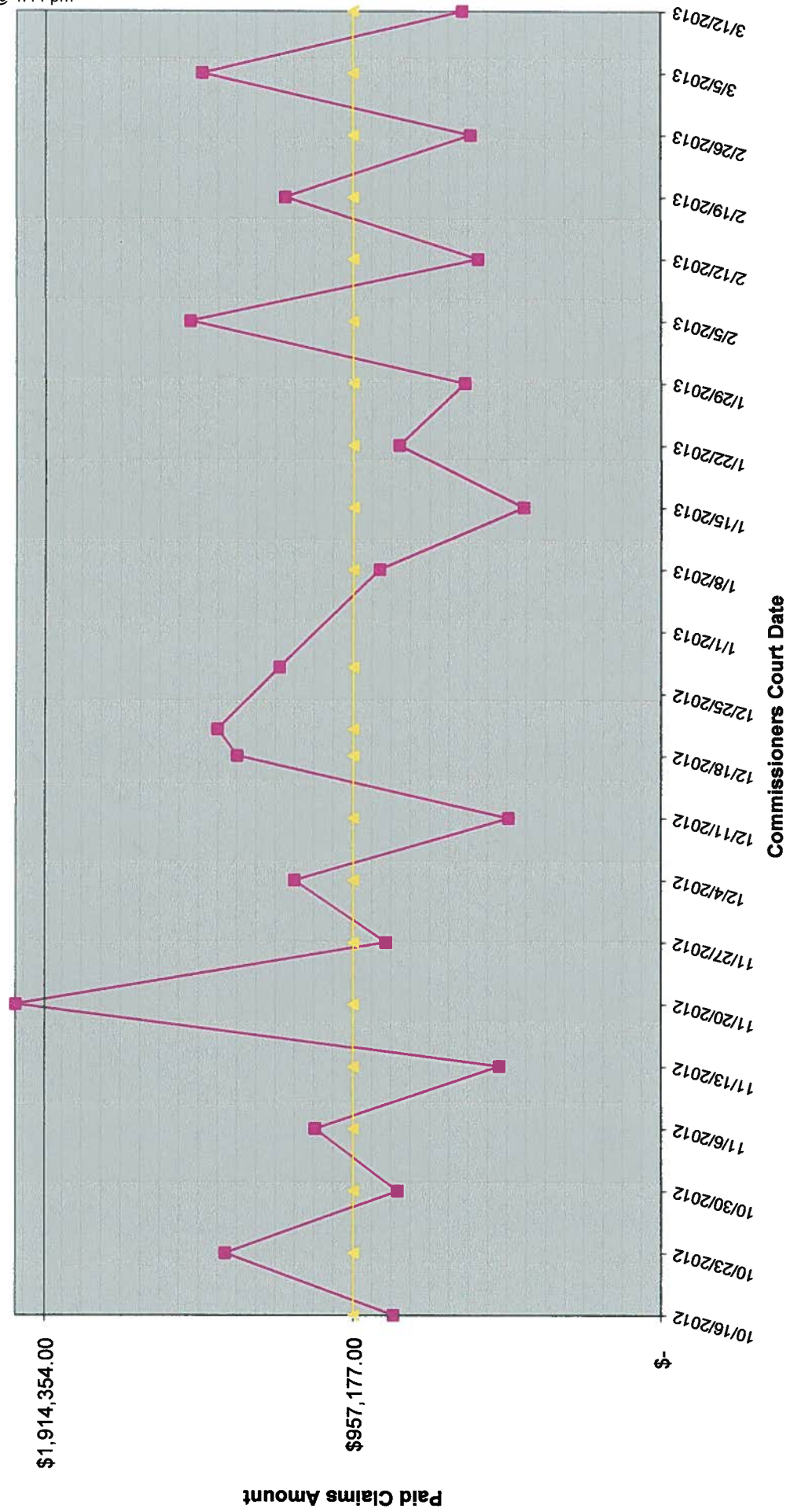

 John Rabb, Benefits Manager Date 3/4/13


 Shannon Steele, Benefits Administrator Date 3/4/13


 Norman McRee, Financial Analyst Date 3/4/13

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

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



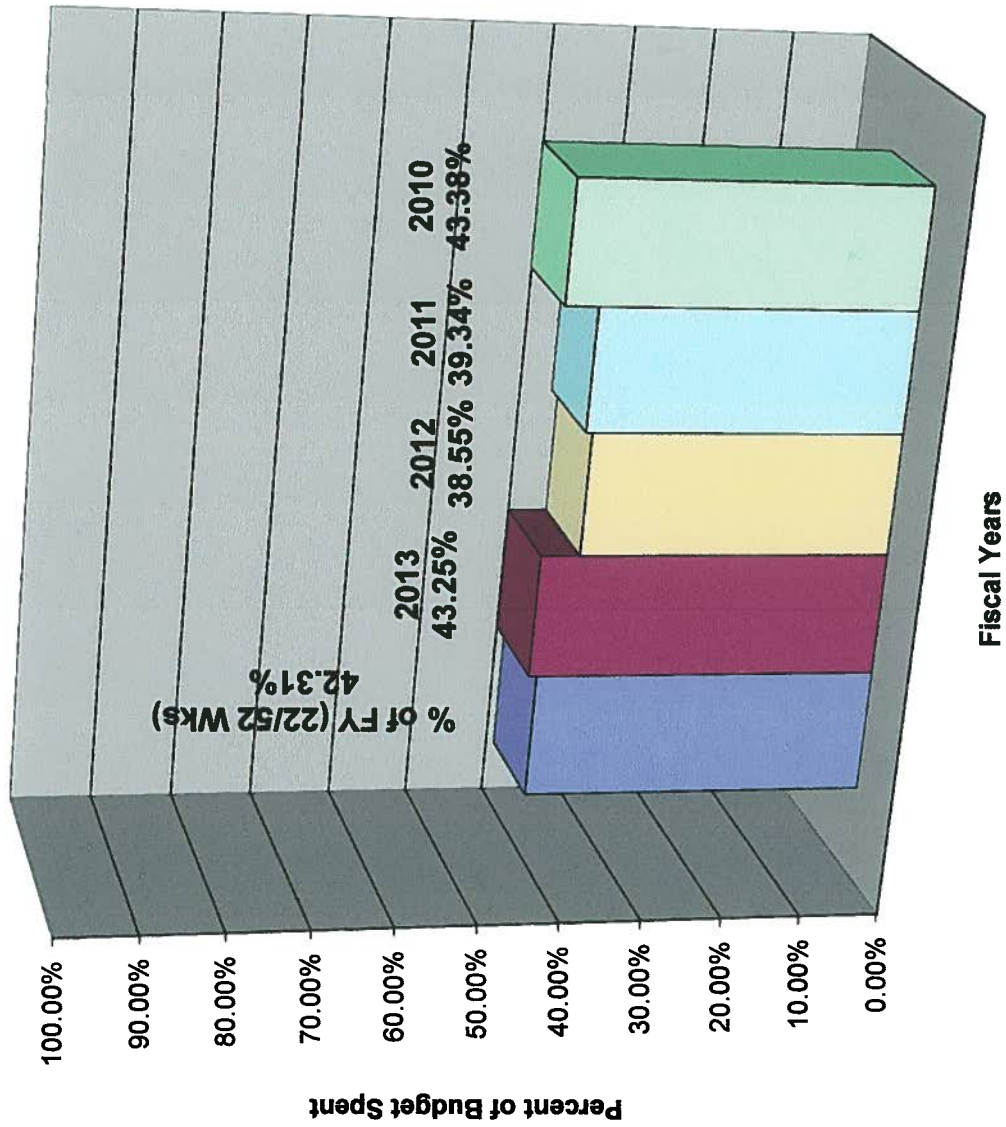
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23									
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Paid & Budgeted Claims to Date	\$ 21,527,651.24	\$ 21,057,899.08
Paid Claims less Total Weekly Budget		\$ 469,752.16

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

Comparison of Claims to FY Budgets Week 22



Norman McRee

From: SIFS FAX@UHC.COM
Sent: Friday, March 01, 2013 12:51 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-03-01 **REQUEST AMOUNT:** \$2,038,251.34

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-02-28 \$681,624.64
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,986,416.36

+ CURRENT DAY NET CHARGE: \$51,834.98
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$2,038,251.34

ACTIVITY FOR WORK DAY: 2013-02-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$67,391.34	\$00.00	\$67,391.34
TOTAL:	\$67,391.34	\$00.00	\$67,391.34

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_02_28

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.01	QG	11442283	AA	1	2/25/2013	100	2/27/2013	2/28/2013
701254	632	\$ 0.01	QG	11442283	AE	6	2/25/2013	100	2/27/2013	2/28/2013
701254	632	\$ 0.01	QG	11442283	AE	1	2/25/2013	100	2/27/2013	2/28/2013
701254	632	\$ (20.00)	QG	41341588	AE	8	2/22/2013	50	2/28/2013	2/28/2013
701254	632	\$ (25.00)	PH	85524969	AH	5	12/18/2012	50	3/1/2013	2/28/2013
701254	632	\$ (25.00)	QG	91735138	AH	8	2/21/2013	50	2/27/2013	2/28/2013
701254	632	\$ (25.00)	QG	91735138	AH	8	2/21/2013	50	2/27/2013	2/28/2013
701254	632	\$ (40.00)	PH	64996149	AH	1	12/11/2012	50	3/1/2013	2/28/2013
701254	632	\$ (63.85)	QG	3168037	AH	8	12/12/2012	50	3/1/2013	2/28/2013
701254	632	\$ (89.55)	QG	21206065	AA	1	10/26/2012	50	2/25/2013	2/28/2013
701254	632	\$ (220.86)	QG	26	327610	AE	8	2/25/2013	50	2/28/2013
701254	632	\$ (291.00)	QG	71285888	AA	1	2/21/2013	50	2/27/2013	2/28/2013
701254	632	\$ (630.77)	RI	1820180	AI	46	5/3/2010	50	2/28/2013	2/28/2013
701254	632	\$ (809.93)	PH	63332076	AH	1	2/21/2013	50	2/27/2013	2/28/2013
701254	632	\$ (885.35)	PH	26	327409	AH	8	2/25/2013	50	2/28/2013
701254	632	\$ (1,000.50)	PH	26	327637	AA	5	2/25/2013	50	2/28/2013
701254	632	\$ (1,812.10)	PH	26	327498	AH	1	2/25/2013	50	2/28/2013
701254	632	\$ (4,241.60)	PH	26	328176	AH	5	2/25/2013	50	2/28/2013
701254	632	\$ (14,903.00)	QG	21229286	AE	9	2/21/2013	50	2/27/2013	2/28/2013

617,670.76

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 02/28/2103

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

Travis County - Employee Health Benefits Fund (8956)**Journal Entry for the Reimbursement to United Health Care**For the payment week ending: 02/28/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 44,785.59
	RR	1110068956	516110	\$ 7,254.72
			Total CEPO	\$ 52,040.31
EPO	EE	1110068956	516030	\$ 163,972.34
	RR	1110068956	516130	\$ 8,970.22
			Total EPO	\$ 172,942.56
PPO	EE	1110068956	516020	\$ 372,488.07
	RR	1110068956	516120	\$ 20,199.82
			Total PPO	\$ 392,687.89
			Grand Total	\$ 617,670.76

Item 8



Travis County Commissioners Court Agenda Request

Meeting Date: 3/12/13

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

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

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. Routine request from Planning and Budget to extend Succession Position;
- C. Non-routine request from County Clerk for a variance to Travis County Code Chapter §10.03009, Voluntary Job Change; and
- D. Non-routine request from Sheriff's Office for a variance to Travis County Code § 10.0295, Peace Officer Pay Scale (POPS).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 7.

B. Succession Position Extension – Page 7.

PBO requests approval to **extend** Budget Director succession position to April 30, 2013. HRMD has reviewed appropriate documentation; PBO has confirmed funding.

C. Non-Routine Personnel Action – Pages 8 - 11.

County Clerk request approval for a voluntary job change retaining the employee's pay that is above midpoint Travis County Code § 10.03009, Position 30000974, Court Clerk I, PG13. HRMD has reviewed supporting documentation and concurs.

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.

D. Non-Routine Personnel Action – Pages 8, 12 - 14.

Sheriff's Office requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place position from step 1 to step 3, Deputy Sheriff Law Enforcement, PG 72. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

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
Leslie Browder, Planning and Budget Office, 854-9106

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



Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

March 12, 2013

ITEM # :

DATE: March 1, 2013

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

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

FROM: Todd L. Osburn, Compensation Manager, HRMD *TLO*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 7.

B. Succession Position Extension – Page 7.

PBO requests approval to **extend** Budget Director succession position to April 30, 2013. HRMD has reviewed appropriate documentation; PBO has confirmed funding.

C. Non-Routine Personnel Action – Pages 8 - 11.

County Clerk request approval for a voluntary job change retaining the employee's pay that is above midpoint – Travis County Code § 10.03009, Position 30000974, Court Clerk I, PG13. HRMD has reviewed supporting documentation and concurs.

D. Non-Routine Personnel Action – Pages 8, 12 - 14.

Sheriff's Office requests an exception to Peace Officer Pay Scale (POPS) – Travis County Code § 10.0295 to place position from step 1 to step 3, Deputy Sheriff Law Enforcement, PG 72. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

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

LB/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	02/25/2013	N/A	N/A	3600 - Pretrial Services	30050527 / Case Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,249.60
New Hire	New Hire	03/01/2013	N/A	N/A	3250 - Civil Courts	30001240 / Planning Mgr / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$80,616.22
New Hire	New Hire	03/18/2013	N/A	N/A	3500 - Sheriff	30003023 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72
New Hire	New Hire	03/04/2013	N/A	N/A	3050 - Tax Collector	30000204 / Tax Specialist I / 1 - Regular / 04 - Part Time Non-Exempt / GRD13 / 00 / \$15,119.42
New Hire	New Hire	03/06/2013	N/A	N/A	3100 - County Attorney	30000728 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$77,956.53

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	03/01/2013	N/A	N/A	3455 - Constable Pct 2	30001778 / Constable Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD62 / 03 / \$55,747.33
New Hire	New Hire	03/04/2013	N/A	N/A	3500 - Sheriff	30002178 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	03/04/2013	N/A	N/A	3650 - Juvenile Probation	30004534 / Guardian Ad Litem I / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$41,995.20
New Hire	New Hire	03/01/2013	N/A	N/A	3300 - District Attorney	30001312 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$37,710.40
New Hire	New Hire	03/04/2013	N/A	N/A	3500 - Sheriff	30002837 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50

Created 3/7/2013 @ 4:44 pm

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	NEW Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	
New Hire	New Hire	03/04/2013	N/A	N/A	1250 - Planning and Budget	30000267 / Budget Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$41,162.78
New Hire	New Hire	03/04/2013	N/A	N/A	3500 - Sheriff	30002898 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	03/11/2013	N/A	N/A	1600 - Juvenile Public Defender	30003942 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,096.00
Mobility	Career Ladder	02/06/2013	3500 - Sheriff	30002286 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002286 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	02/16/2013	3300 - District Attorney	30001297 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$94,762.93	3300 - District Attorney	30001297 / Attorney VII / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$99,501.08

Created 3/7/2013 @ 4:44 pm

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	02/13/2013	3500 - Sheriff	30002771 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002771 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	02/13/2013	3500 - Sheriff	30002407 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002407 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	02/19/2013	3500 - Sheriff	30002083 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002083 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	01/03/2013	3500 - Sheriff	30002539 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002539 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	02/06/2013	3500 - Sheriff	30002335 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002335 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27

Created 3/7/2013 @ 4:44 pm

5

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	02/16/2013	3300 - District Attorney	30001350 / Attorney VI / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$94,847.79	3300 - District Attorney	30001350 / Attorney VII / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$99,590.18
Mobility	Interdpt Change	03/04/2013	3470 - Constable Pct 5	30001853 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$33,253.46	3200 - District Clerk	30001078 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$33,280.00
Mobility	Promotion	02/16/2013	3500 - Sheriff	30002051 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,319.78	3500 - Sheriff	30050213 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$49,518.98
Mobility	Temporary to Regular	03/01/2013	3050 - Tax Collector	30005851 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmnt / GRD13 / 00 / \$14.54	3050 - Tax Collector	30000144 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83

Created 3/7/2013 @ 4:44 pm

6

SUCCESSION POSITION EXTENSION		
Personnel Area	Position	Position Title
Planning and Budget	30050026	Budget Dir Succession
Department requests to extend the position from 3/31/13 to 4/30/13 in order to meet departmental needs. PBO has confirmed funding available.		

AD HOC CLASSIFICATION CHANGES							
		Current			HRMD Recommends		
Dept.	Position	Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
Health and Human Sv and Vet Sv	30000667	Education Instructional Specialist / 20000397	NE	13	Social Services Program Specialist / 20000198	NE	17
Planning and Budget	30000264	Business Analyst I / 20000445	E	22	Business Analyst II / 20000444	E	24
Departments request in order to meet departmental needs. PBO has confirmed funding available.							

THIS SECTION INTENTIONALLY LEFT BLANK.

7

NON-ROUTINES – Voluntary Reassignment and POPS Step Change				
Dept. (From)	Position / Position Title / Grade / Level / Salary	Dept. (To)	Position / Position Title / Grade / Level / Salary	Comments
County Clerk	30000931 / Accountant Assoc / Grd 14 / 00 / \$37,674.83	County Clerk	30000974 / Court Clerk I / Grd 13 / 00 / \$37,674.83	Voluntary job change. Pay remains the same. Pay is between midpoint and max of pay grade. Travis County Code § 10.03009.
Sheriff	30050224 / Deputy Sheriff Law Enforcement / Grd 72 / 01 / \$52,301.81	Sheriff	30050224 / Deputy Sheriff Law Enforcement / Grd 72 / 03 / \$54,414.67	POPS step change. Placing from Step 1 to Step 3. Travis County Code § 10.0295.

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

8



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: March 1, 2013

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

VIA: Leslie Browder, County Executive, Planning & Budget *JB*

FROM: Todd L. Osburn, Compensation Manager, HRMD *TL*

SUBJECT: County Clerk Non-Routine Salary Action, Position 30000974

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

Pretrial Services Request:

County Clerk requests approval to maintain the current salary of one Accountant Associate (PG 14) concurrent with a voluntary job change to a Court Clerk I (PG 13). The salary would place the employee between midpoint and 10% above midpoint in the proposed new pay grade. The request applies to the following action:

From:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
30000931	Accountant Associate	14	\$37,674.83

To:

<u>Position #</u>	<u>Title</u>	<u>PG</u>	<u>Salary</u>
30000974	Court Clerk I	13	\$37,674.83

Policy:

Travis County Code §10.03009(b) states that the pay adjustment accompanying a voluntary job change must place the employee either between minimum and midpoint of the new pay grade or there is a 5% decrease for each pay grade that the position is lower than the former position.

Issue:

By maintaining the employee's current salary, the employee's salary is higher than the midpoint of the new pay grade and a decrease of 5% per grade does not occur. By policy, this makes the proposed salary action non-routine.

Recommendation:

HRMD recommends approval of the proposed salary action accompanying this voluntary job change. County Clerk's request is based on the necessity for proper staffing of the Civil/Probate Division and is based on a legitimate business need. The salary is not excessive for the proposed pay grade. The Planning and Budget Office (PBO) has confirmed funding.

10



Dana DeBeauvoir
Travis County Clerk

P.O. Box 149325, Austin TX 78714-9325
(512) 854-9188 www.co.travis.tx.us

Recording, Elections, Computer Resources,
Accounting, and Administration Divisions
5501 Airport Boulevard, Austin, TX 78751-1410

Misdemeanor, Recording, Civil/Probate,
and Records Management Divisions
1000 Guadalupe, Austin, TX 78701-2328

February 27, 2013

TO: Cynthia Lam-Roldan, HRMD
Todd Osburn, HRMD

FROM: Susan Bell

RE: Voluntary Job Change/Reassignment

We would like to do a voluntary job change for [redacted] from the Accountant Associate position (30000931) to the vacant Court Clerk I position (30000974). We are requesting this change to meet our business needs and to utilize [redacted] skills and background in the Civil/Probate Division. In her current position, [redacted] is a grade 14 and is paid \$37,674.83. We would like to keep [redacted] pay at that same level in the Court Clerk I position which is a grade 13. This salary level would put [redacted] at just \$632.11 above the annual midpoint pay for a grade 13 and well below the 10% above midpoint level. [redacted] almost 25 years of applicable job experience justifies [redacted] near midpoint level placement in this new position.

Please let me know if you require any additional information.

Thank you.



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: March 1, 2012

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

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

FROM: Todd Osburn, Compensation Manager *TO*

SUBJECT: TCSO - Non-Routine POPS Salary Adjustment, Position 30050244

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

TCSO's Request:

TCSO requests approval to pay a salary adjustment to one Deputy Sheriff, Law Enforcement in the amount of \$2,112.86. The resulting pay differential between steps 1 (\$52,301.81) and 3 (\$54,414.67) is approximately four percent. The pay action would apply to the following position:

<u>Position #</u>	<u>From</u>	<u>To</u>
30050224	Deputy Sheriff, LE PG 72 – Step 1 \$52,301.81	Deputy Sheriff, LE PG 7264 – Step 3 \$54,414.67

Policy:

Travis County Code §10.0295 does not specifically address whether employees on the Peace Officer Pay Scale (POPS) are eligible for salary adjustments to address past errors in placement.

History:

On November 11, 2012, Commissioners Court approved an action to promote the officer in question from Corrections Officer to Deputy Sheriff, Law Enforcement. At the

time of the promotion, the officer moved from Grade 81, Step 1 to Grade 72, Step 1. However, TCSO did not recognize that the officer met the criteria for placement on step 3 at the time of promotion. According to section 10.0295 (d)(3), an officer will be placed at step 3 if the employee has 5-9 years of prior relevant law enforcement experience and possesses an intermediate TCLEOSE license.

Issues:

Policy does not specifically address whether employees on the POPS scale are eligible for salary adjustments. Long-standing practice has been that employees covered by POPS, when promoted, are placed on the same step in the new pay grade that they were on in their previous pay grade. In this case, TCSO did not realize that the employee had sufficient law-enforcement experience to warrant placement on step 3 per section 10.0295 (d)(3) at the time of promotion.

Recommendation:

HRMD recommends approval of this salary action. The employee meets the criteria for placement at step 3 and the department is simply correcting a past oversight. The Planning and Budget Office (PBO) has confirmed available funding for the adjustment to step 3. The salary adjustment will be effective March 1, 2013.



Greg Hamilton, Travis County Sheriff
MEMORANDUM

February 27, 2013

TO: Todd Osburn, Compensation Manager
HRMD

FROM: Greg Hamilton, Sheriff *GH*

SUBJECT: Salary Adjustment -

I have authorized a salary adjustment effective March 1, 2013 for Deputy Sheriff, 921859, position 30050244, org unit 10000448. current annual salary is \$52,301.81, and the adjustment will result in 4.04% increase to an annual salary of \$54,414.67.

In November 2012, when this officer promoted from Corrections Officer to LE Deputy Sheriff, prior law enforcement experience was not taken into consideration to determine eligibility for advanced placement on the POPS scale. In accordance with Travis County Policy 10.0295 Peace Officer Pay Scale, *Those with 5-9 years prior relevant Law Enforcement/relevant Corrections experience and an Intermediate TCLEOSE License will be placed on the Corrections Officer or Deputy Sheriff position at Step 3.* Deputy does meet these requirements. Funding has been confirmed by PBO.

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

GH/tb

Attachment - Pay Determination Guide

xc: Travis Gatlin, PBO
Phyllis Clair, Major
Paul Matthews, Financial Manager
Terri Brown, HR Manager
Jeremy Moehnke, Deputy Sheriff

Item 9



Travis County Commissioners Court Agenda Request

Meeting Date: 03/12/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Planning and Budget Office

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding a request from National Instruments for financial incentives and an economic development agreement.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

National Instruments has requested financial incentives under an economic development agreement to establish a research and development center in Travis County, to create 1,000 new jobs, and to make investments in Travis County that will increase the value of the County's tax base. On February 21, 2013, the State of Texas announced its commitment to invest \$4.4 million through the Texas Enterprise Fund in National Instruments, contingent upon finalization of local incentives. The Commissioners Court conducted a public hearing on February 26, 2013, to receive comments about the proposed economic development agreement with National Instruments. A presentation to the Commissioners Court was made as part of this public hearing that summarized key information about the company, the major elements of the proposed project, and the key terms of the proposed agreement.

The County Attorney's Office has worked with legal representatives of National Instruments to prepare the proposed draft agreement, which is attached. The draft agreement is redlined in order to highlight recent changes to the agreement that were requested by the company. A separate summary of the key agreement terms is also attached.

The Austin City Council is considering an economic development agreement with National Instruments over two City Council meetings (February 28th and March 7th).

STAFF RECOMMENDATIONS:

The Planning and Budget Office recommends approval of the economic development agreement with National Instruments, which substantially conforms to the County's economic development policy. The proposed agreement is in compliance with all requirements of the County's policy with the exception of one provision. The company's employee benefits policy does not extend benefits to an employee's domestic partner of the opposite sex, but it is important to note that the company does provide benefits to an employee's same sex domestic partner. Other changes proposed by the company, which are reflected in the redlined agreement, are not significant.

The Planning and Budget Office recommends that the Commissioners Court approve the proposed economic development agreement with National Instruments.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
David Salazar

PROPOSED TERM SHEET
NATIONAL INSTRUMENTS CORPORATION
ECONOMIC INCENTIVES AGREEMENT

1. Company: National Instruments Corporation
2. Location: 11500 N. MoPac Expressway, Austin Texas
Within Austin Desired Development Zone
3. Project: Research and Development, Sales and Marketing Center
300,000 square feet
8.1 acres
4. Investment: \$80,000,000 +
\$4,000,000 by 12/31/14
Remainder by 12/31/15
Building: \$46,929,000
Machinery and
Equipment and FFE: \$33,353,000
5. Term: 10 Years
Base Year: 2013
Effective Date: March 15, 2013
Payment Term: 1/1/16 – 12/31/25
Construction Commencement: 6/30/14
Construction Completion: 12/31/15
6. Incentive: 43%
\$80 million investment: 25%
1,000 new employees: 15%
Silver LEED 3%
7. Property: Will be owned by Company; may have short term lease to allow initial hiring
8. Competitive Siting Yes
9. Hiring: Salaries for employees and construction workers at \$11/hr. minimum
10. Jobs: 1,000 new jobs; maintain 2,550 existing jobs
Recruitment efforts – work with non-profits
Good faith effort to hire residents
11. Annual Compensation: Average: \$63,000
Median: \$55,667
12. Benefits: As set forth in the agreement
Extends benefits to an employee's same sex domestic partner
Does not extend benefits to an employee's domestic partner of the opposite sex
13. LEED Certification: To be determined based on level achieved
14. Recapture: Last 5 years of Agreement if fail to meet investment and new employee requirements by the end of the term.

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ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND
NATIONAL INSTRUMENTS CORPORATION

This Economic Development Agreement ("Agreement") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County"), and National Instruments Corporation, a Delaware corporation with its principal place of business in Austin, Texas, qualified to do business in Texas, its successors and assigns ("Company"), which owns or will own, or have allowable interest in (as defined in this Agreement) taxable real property in Travis County, Texas.

RECITALS

WHEREAS, Travis County is authorized to enter into this Agreement under Chapter 381 of the Texas Local Government Code ("Chapter 381"); Subsection 38 1.004(b), authorizing counties to develop and administer community and economic development program(s) to stimulate business and commercial activity in a county; and Subsection 381.004(h), authorizing counties to develop and administer a program under Subsection 381.004(b) for making loans and grants of public money; and counties are authorized to pursue economic development under other statutes.

WHEREAS, Travis County has adopted Chapter 28 of the Travis County Code, "Travis County Economic Development Incentives Policy, Guidelines and Criteria ("County Policy")" the provisions of which govern this Agreement, and the Commissioners Court finds that the proposal of the Company meets the requirements of that County Policy.

WHEREAS, it is the intent of Travis County and the Company that, as a result of the Company's development under this Agreement, business and commercial activity in Travis County will be stimulated, and commercial activity will be encouraged, developed and stimulated, producing additional tax revenue, job opportunities, and small business opportunities for Travis County.

WHEREAS, the Company has stated that the Project described in this Agreement would not be completed as set forth without the herein granted County assistance.

WHEREAS, the Company intends to develop a new Research and Development and Sales and Marketing center ("Center"), with approximately 300,000 square feet or more, to be located on approximately 8.5 acres adjacent to the Company's Corporate Campus at 11500 N. MoPac Expressway, Austin, Texas (within the City of Austin's Desired Development Zone), which will contribute to the general economy of Travis County, Texas; make significant capital investments, thus increasing the tax base for Travis County; and create new full time jobs, which will benefit the job force of Travis County.

WHEREAS, the investment by the Company is estimated to be approximately \$80,000,000 (including construction labor).

WHEREAS, the Commissioners Court finds that the development set forth in this Agreement will result in substantial immediate and long-term benefit to Travis County and significant financial benefit to other taxing entities within Travis County and will promote state and local economic development, all furthering a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, reimbursements and payments, the amount and sufficiency of which are acknowledged, the County and the Company agree to the terms and conditions stated in this Agreement.

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1.0 DEFINITIONS. In this Agreement,

1.1 “Ad Valorem Taxes” means those property taxes assessed by the County on real and personal property located within Travis County.

1.2 “Affiliate” means all companies under common control with, controlled by, or controlling the Company. For purposes of this definition, “control” means 50% or more of the ownership determined by either value or vote.

1.3 “Agreement Term” means that time period commencing on the Effective Date of this Agreement, and continuing through December 31, 2025.

1.4 “Base Year” means calendar year 2014.

1.5 “Base Year Value” means the taxable value assessed by the County for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property on January 1, 2014, as set forth on the certified tax rolls of the County.

1.6 “City Agreement” means the Economic Development Agreement between the Company and the City of Austin, a copy of which is attached to this Agreement and marked Attachment D.

1.7 “Commissioners Court” means the Travis County Commissioners Court.

1.8 “Completion Date” references construction, and means the date of issuance of the Certificate of Occupancy for the Project. The Parties agree that the Completion Dates will be no later than December 31, 2015.

1.9 “Construction Delay” means a material delay in the construction of the New Improvements for the Project that affects the Construction Timetable and is the result of (i) force majeure as described in Section 14.6, or (ii) the inability of the Company, through no fault of its own, to obtain the necessary permits and approvals of the City of Austin, or other governmental entity, in a timely manner.

1.10 “Construction Timetable” means the timetable for the commencement and completion of construction of the various buildings comprising the New Improvements that will be needed to enable the Company to provide the Required Number of Jobs in accordance with the Employment Schedule.

1.11 “County Auditor” means Nicki Riley, the Travis County Auditor, or her successor.

1.12 “Effective Date” for purposes of the Agreement Term, will be March 15, 2013, upon execution of the Agreement by both Parties

1.13 “Employees” means, collectively, employees of the Company performing existing Fulltime Jobs or New Full-time Jobs.

1.14 “Employment Year” means each of the ten (10) years referenced in paragraph (b) of Section 5.1.2.

1.15 “Employment Schedule” means the schedule in paragraph (b) of Section 5.1.2 for the Company to provide the Required Number of Jobs.

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1.16 "Eligible Property" means New Improvements and New Machinery and Equipment classified as new construction by TCAD for valuation purposes.

1.17 "Grant Funds" or "Grant Payment" means those funds paid by the County to the Company pursuant to this Agreement and applicable law as a result of performance of obligations under this Agreement, the amount of which is based on a percentage of specified Ad Valorem Taxes paid by the Company on Eligible Property.

1.18 "Is doing business" and "has done business" mean:

1.18.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.18.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.18.3 Any payments, receipts, loans, or receipts of a loan which are less than \$250 per calendar year in the aggregate; or

1.18.4 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.19 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit attached to this Agreement and marked Attachment B.

1.20 "New Full Time Jobs" are full-time jobs created after the Effective Date and held by employees of the Company that are hired and employed at the Project after the Effective Date.

1.21 "New Improvements" means that development done by the Company as part of the Project to be constructed, expanded, and renovated as set forth in this Agreement. A list of the proposed New Improvements is set forth on Attachment A hereto and made a part hereof.

1.22 "New Machinery and Equipment" means machinery, equipment, and other items treated as personal property by the relevant taxing authorities, and purchased after the Effective Date, and installed and used at the Project for the purpose of supporting the operations of the Company.

1.23 "Parties" and "Party" means the County and/or the Company.

1.24 "Payment Term" means that time period beginning on January 1, 2016, and ending on December 31, 2025, unless earlier terminated pursuant to the terms of this Agreement. Each calendar year within the Payment Term is designated as a Payment Year.

1.25 "Payment Year Value" means the taxable value of new improvements on the Property determined by Travis Central Appraisal District for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property for any tax year included in the Payment Term of this Agreement as set forth on the certified tax rolls of the County.

1.26 "PBO" means Travis County Planning and Budget Office.

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1.27 “Project” means the proposed development, as described herein, of the new Center of the Company, as more fully described in Attachment A.

1.28 “Property” means the land (real property) on which the Project will be developed as further described in Attachment A.

1.29 “Grant Percentage” means the percentages referenced in Section 4.1.1 to be used to calculate the Grant Funds paid to the Company pursuant to this Agreement.

1.30 “Required Average Annual Compensation” means the average annual compensation, excluding health insurance and retirement benefits.

1.31 “Required Number of Jobs” means, for any calendar year during the Agreement Term, the minimum number of Existing Full-time Jobs and New Full-time Jobs the Company is required to either create or maintain during that calendar year as stated in Section 5.1.2(a).

1.32 “TCAD” means the Travis Central Appraisal District.

1.33 “Termination Date” means the earlier to occur of

(a) December 31, 2025, or

(b) the date on which this Agreement Term is terminated pursuant to the other provisions of this Agreement.

2.0 GENERAL TERMS

2.1 **Authority: Statutory Authorization.** The County is authorized to enter into this Agreement under the Texas Local Government Code, Chapter 381, Subsection 381.004 (and other applicable provisions of the Texas Local Government Code, Chapter 381, and other applicable statutes), in order to stimulate business and commercial activity in Travis County, Texas. The County has also adopted the County Policy, which also governs the terms and conditions of this Agreement.

2.2 **Purpose.** The purpose of this Agreement is to grant benefits to the Company in order to stimulate and encourage business and commercial activity in Travis County, to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring capital intensive projects to Travis County.

2.3 **Terms.**

2.3.1. **Agreement Term.** The County and the Company acknowledge and agree that, unless earlier terminated by the Parties pursuant to the terms of this Agreement, this Agreement shall be effective commencing on March 15, 2013 (the Effective Date, as defined herein), and continuing through December 31, 2025, unless earlier terminated pursuant to the terms of the Agreement.

2.3.2. **Payment Term.** The payment of the Grant Funds will take place upon compliance with all terms of this Agreement beginning on the first year of the Payment Term which begins no later than January 1, 2016, and continues through December 31, 2025 (unless earlier terminated pursuant to the terms of this Agreement), as defined in this Agreement;

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provided, however, in recognition of the fact that Grant Funds will be calculated and paid after taxes have been assessed and paid to the County, and therefore always in arrears, the Agreement Term shall be deemed to include the time necessary for the payment of any Grant Funds to the Company which extend beyond the period of time defined as the Agreement Term in Section 1.3.

2.3.3 **Construction Commencement Date.** The Company agrees to commence construction no later than December 31, 2014.

2.4 **Administration of Agreement.** This Agreement shall be administered for the County by PBO. The Company shall provide the County through PBO with all information required for the County to determine and ensure compliance with every term of this Agreement, including those forms attached hereto.

3.0 ENTIRE AGREEMENT

3.1 **All Agreements.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

3.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Company in accordance with all terms of this Agreement.

- 3.2.1 Attachment A – Description of Property and Project
- 3.2.2 Attachment B – Ethics Affidavit
- 3.2.3 Attachment C – Annual Report Form
- 3.2.4 Attachment D – City of Austin Agreement
- 3.2.5 Attachment E – Affirmative Action at HID Global Corporation
- 3.2.6 Attachment F – County Policy

4.0 GRANT FUNDS

4.1 Grant Funds.

4.1.1 **Grant Basis.** Subject to the terms and conditions set forth in this Agreement, in consideration of full and satisfactory performance of the requirements and obligations under this Agreement, the County hereby agrees to make Grant payments to the Company as follows:

(a) **Annual Grant Payment.** For the Payment Term (defined as January 1, 2016 - December 31, 2025), the Grant Payment shall be computed as an amount equal to forty percent (40%) of the excess of the Payment Year Ad Valorem Taxes paid on Eligible Property over the Base Year Ad Valorem Taxes paid on Eligible Property (subject to a possible additional 3% incentive percentage based on achievement of specified LEED certification as set forth in Section 5.2.1 of this Agreement). Said Grant Payment shall be computed as follows:

$$(\text{Payment Year Ad Valorem Taxes Paid} - \text{Base Year Ad Valorem Taxes Paid}) \times 0.40 = \text{Annual Grant Payment by County}$$

(b) Adjustment. The above Grant Percentage is subject to adjustment as provided in Section 5.2 and other applicable provisions of this Agreement.

(c) Eligible Property. As defined in this Agreement, Eligible Property includes only that property classified as new construction by TCAD for valuation purposes.

4.1.2. Grant Due Date. Until the Termination Date, County shall make Grant Payments to the Company annually in the amount due under this Agreement, and upon compliance with the Agreement terms, with respect to a tax year according to the schedule set forth in Section 4.2.1.

4.1.3. New Improvements and New Machinery and Equipment. The incentives provided under this Agreement shall be granted for the New Improvements and New Machinery and Equipment classified as new construction by TCAD for valuation purposes for the Project described in Attachment A.

4.1.4. Continuing Taxation. During the Agreement Term, the Company shall be subject to all County taxation under this Agreement, and to all other applicable taxation. Ad Valorem Taxes shall be payable in full on the Company's taxable property, with Grant Payments to be made by the County pursuant to this Agreement as follows:

(a) The taxable value of ineligible property (property not included under the definition of Eligible Property) shall be fully taxable.

(b) The Base Year Value of the properties of the Company shall be fully taxable.

(c) The value of Eligible Property shall be fully taxable with Grant Payments by the County to Company of forty percent (40%) of that payment (subject to a possible additional ~~3%~~ incentive percentage based on achievement of specified LEED certification as set forth in Section 5.2.1 of this Agreement).

4.2 Determination and Payment of Grant Funds

4.2.1. Reporting/Completion/Payment Dates. The following dates will guide performance, reporting and payment under the terms of the Agreement. The Parties agree that, at any time, reporting, compliance determination and monitoring may allow for payment on an earlier schedule or may require payment on a later schedule, and the Parties will both cooperate to meet all Agreement requirements and provide for payment as expeditiously as possible. However, the following guidelines will be utilized to direct reporting, monitoring and payment to the best abilities of the Parties:

- (a) 1/1/ 14 – 12/31/ 14 Base Year Value determined by TCAD
- (b) 3/15/13 Effective Date (upon execution by both Parties)
- (c) 3/15/13 – 12/31/25 Agreement Term
- (d) 12/31/13 51 Additional New Jobs Created (See Sec. 5.1.2 for Remaining Employment Timetable)
- (e) 12/31/14 Deadline for Commencement of Construction
- (f) 12/31/14 \$4,000,000 Investment
- (g) 12/31/15 \$76,282,000 Investment (Total: \$80,292,000 investment)
- (h) 12/31/15 Latest Date for Completion of Facilities Construction

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(i)	1/1/16	Payment Term begins (Payment made in 2016, would be based on 2014 performance)
* (j)	3/31/16	Annual Report due as to performance for 2014
* (k)	5/31/16	County response due on Annual Report (as applicable)
* (l)	2/1/16 – 9/30/16	County budget process for FY '17
* (m)	10/31/16	County payment due (if full compliance confirmed)
(n)	1/1/17	Second Payment Year begins (Payment based on 2015 performance)
* (o)	3/31/17	Annual Report due as to performance for 2015
* (p)	2/1/17 – 9/30/17	County budget process for FY '18
* (q)	10/31/17	County payment due (if full compliance confirmed)
(r)	12/31/25	End of Agreement Term

* Report/Payment process repeats each year of 10-year Payment Term.

It is understood that the schedule above is based on completion of construction in 2015. If construction is completed at an earlier date, then the above schedule would be adjusted accordingly.

4.2.2. Annual Report. For each tax year during the Payment Term of this Agreement, subject to performance by the Company of its obligations hereunder, the County shall pay to the Company by check or wire transfer the amount to be paid as a Grant based on Ad Valorem Taxes paid by Company for said tax year according to the following procedure:

(a) Annual Report Form. On or before March 31 of each year during the Payment Term (beginning as shown in Section 4.2.1 above), the Company shall notify TCAD, Travis County Tax-Assessor Collector and PBO in writing of its calculation of the Grant Funds due to the Company by the County for the immediately preceding tax year using the format of the Annual Report Form attached to this Agreement as Attachment C. The Annual Report Form will show the amount of Ad Valorem Taxes paid on Eligible Property by the Company for said tax year that are attributable to the Base Year Value and the amount of Ad Valorem Taxes paid on Eligible Property by the Company that are attributable to the Payment Year Value for that tax year, and will include a completed Annual Report Form, a copy of the tax bill and a copy of the evidence of payment issued by the Company in payment of that bill (and a copy of any other documentation required by the County pursuant to this Agreement). Initial submission of the Annual Report and Payment shall proceed as set forth in Section 4.2.1.

(b) Certification of Compliance.

(i) Annual Certification. The Annual Report will also include the Company's signature certifying that the Company warrants to the County that it is in full compliance with each of its obligations under this Agreement, including the number of Existing and New Full-time Jobs maintained by the Company for the preceding year. The Company shall provide such Annual Reports, and shall certify annually to the County that the Company is in compliance with all applicable terms of this Agreement.

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(ii) Inability to Comply. If the Company cannot certify complete compliance with the terms of the Agreement, the Company shall include a full and complete explanation of the reasons for the failure to comply along with the Company's plans to achieve compliance or reasons that compliance cannot be achieved. Upon receipt of such explanation, the Commissioners Court of the County may, at its sole discretion, agree to work with the Company to develop a mutually agreeable amendment to this Agreement with which the Company can comply, or terminate the Agreement by written notice given to the Company within ninety (90) days after the Annual Report including the notice of inability to comply is given to the County.

(c) Access, Monitoring and Inspections.

(i) Access. The Company shall provide access to and authorizes monitoring visits of the Project as necessary to determine compliance with this Agreement.

(ii) Inspection. The County has the right to inspect the Project (see Sections 5.3.2 and 5.8.2) and pertinent records of the Company as necessary to verify compliance. Inspections shall be preceded by at least seventy-two (72) hours' notice by telephone to the head of the Center or other person designated by the Company, and may be attended by the Company representatives. Visits and inspections shall be conducted so as not to interfere with the business operations of the Company and shall comply with the Company's safety standards. The County acknowledges and agrees that the work of constructing, installing, and operating the Project is of a highly sensitive nature and, therefore, the County agrees that it will not make any type of recording or photographic record of the interior of the facility and agrees to keep all information relating to its contents and operations confidential to the maximum extent allowed by law. Inspections/monitoring visits will be made by the County Executive of PBO (or her designee, with the Company's approval) and staff, and will be limited to review of those reports and information necessary to verify the Company's compliance with the requirements of this Agreement.

(iii) Monitoring. In order to verify compliance with employment requirements, and other requirements of the Agreement, as necessary, the County will be provided access on site to those original reports submitted by the Company to the Texas Workforce Commission and any and all other data used by the Company as the basis for certification of the number of FTEs, the average salary, and the investment made pursuant to the requirements of the Agreement and documentation of compliance with any other requirements of the Agreement. Supporting documentation will be made available at the Company's Austin location in a format that allows for easy review by the County (magnetic tapes will not be considered acceptable format). The Company acknowledges and agrees that the County may make ongoing inspections/monitoring visits under these same conditions as specified in this Agreement throughout the Agreement Term to ensure ongoing compliance with the terms of this Agreement. Any additional review will be as mutually agreed to by the County and the Company, and strictly limited to that information necessary to confirm Agreement compliance. If the County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes

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the accuracy of the information, the County reserves the right to require additional information as reasonably necessary to complete the final review and approval of the information submitted and to withhold approval of the Annual Report until such additional information is made available pursuant to this Section 4.2.2. All monitoring activities by County under this Agreement will be subject to the requirements of 4.2.2(c)(ii) above.

(iv) Personal Data. In the course of verifying, the Company's compliance with the requirements of this Agreement, the County and the County's employees, agents, consultants and contractors assigned to perform any portion of the review and inspection may obtain certain information relating to identified or identifiable individuals ("Personal Data"). The County acknowledges that it shall have no right, title or interest in any Personal Data obtained by it as a result of this Agreement, and will not use the Personal Data for any purpose other than verification of the Company's compliance with the requirements of this Agreement. The County shall take appropriate legal, organizational and technical measures to ensure the confidentiality of Personal Data, and protect Confidential Data against unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data. In the event the County collects Personal Data, the County shall at all times comply with the Company's lawful instructions regarding the Personal Data, as well as all applicable laws, regulations, and international accords or treaties.

(v) County Coordination with City of Austin. The Parties agree that the County may designate individuals from the City of Austin ("City") or a designated outside consultant of the County or the City to assist in accessing, inspecting, monitoring and evaluating the Company's performance under this Agreement, and the Company agrees to cooperate with the City representatives (or consultant) in such instances.

4.2.3. Grant Amount. Upon verification by the County of the amount shown in the Annual Report and other reporting information provided by the Company to the County under this Agreement, the County shall grant and pay to the Company the Grant Funds calculated in accordance with Section 4.1.1.

4.2.4. Material Issues in Grant Funds Notice. If the County identifies any material issues in the Annual Report, the County will advise the Company of such material issues that are identified in the verification process within 30 days of receipt of the Annual Report and other reporting information to allow the Company to correct/complete such Annual Report. Should the Company and the County be unable to agree to the completion/correction of the Annual Report within thirty (30) days of receipt of the notice by the Company of material issues, the matters will be addressed as provided in Section 8.0 of this Agreement.

4.2.5. Final Grant Fund Payment. The final payment of Grant Funds by the County to the Company pursuant to this Agreement shall be based on the Annual Report relevant to the last year of the Agreement Term. Upon the County's paying of said final payment as described in this Section 4.0, this Agreement shall terminate.

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5.0 COMPANY PERFORMANCE

5.1 **Requirements for Grant Payment.** The Company agrees to do the following to receive and retain the 40% Grant (subject to a possible additional ~~3%~~ **incentive percentage** based on achievement of specified LEED certification as set forth in Section 5.2.1 of this Agreement) during the Agreement Term, as described in Section 4.1 .1:

5.1.1. **Construction and Operation of Project.** The Project, as described in Attachment A, must meet the following requirements regarding the construction and operation of the Project:

(a) **Location.** The Project will be located on approximately 8.5 acres adjacent to the Company's Corporate Campus at 11500 N. MoPac Expressway, Austin, Texas, which is a part of the City of Austin's Desired Development Zone.

(b) **Ownership and Use.** The Property on which the current Project is located must be owned by the Company or its Affiliate by no later than December 31, 2015, and the Project will be used for the Company's Center, as more particularly described in Attachment A. The Parties understand and agree that Company may lease property prior to December 31, 2015, in order to allow for the necessary additional hiring prior to the completion date of the Project facilities. Incentive payments made under this Agreement will only be made relevant to property taxes paid by Company. Any additional land utilized under this Agreement will be owned by the Company or its Affiliate and subject to the requirements of this Section 5.1.1. The Company agrees that the Project is not located in an improvement project financed by tax increment bonds and does not include any property that is owned or leased by a member of the Commissioners Court.

(c) **Change in Ownership.** Section 5.1.1(b) notwithstanding, County and Company agree that, with written notice to County within thirty (30) days of such agreement, Company may enter into future agreement(s) by which ownership of the property transfers to another Party. Regardless of such actions, Company will retain the obligation to pay Ad Valorem Taxes on the property (real and personal business property) either directly or indirectly; will provide County with a copy of such written obligation in the document(s) transferring ownership; and will provide County with a cancelled check or other acceptable documentation showing payment of all Ad Valorem Taxes by Company for each year in which Grant Funds are requested of County under this Agreement. If Company meets the requirements of this subsection 5.1.1(c), requirements as to ownership of the property/facility under this Agreement will be considered to have been met.

(d) **Construction and Required Investment.**

(i) **Construction.** Construction will begin no later than December 31, 2014. The Project will have approximately 300,000 square feet or more of space, and the Company will invest a minimum of \$4,000,000 for new improvements and new business and personal property by December 31, 2014; and an additional \$76,282,000 for new improvements and new business and personal property by December 31, 2015 for a total of \$80,282,000. Investment will be as follows:

Building	\$46,929,000
Machinery and Equipment and FFE	\$33,353,000
TOTAL:	\$80,282,000

(ii) **Rendition.** Investments in new construction and new business and personal property will be as documented by the Company in its rendition to TCAD for each year of the Agreement Term.

(e) **Minority and Women-Owned Business Enterprises.** The Company will use good faith efforts and will encourage its agents and contractors to use good faith efforts, to ensure that Minority and Women-Owned Business Enterprises and Historically Underutilized Businesses have the opportunity to participate in the design, construction and operation of the Project. The Company will comply with the conditions and requirements of the section of the City Agreement setting forth the requirements for opportunities for Minority and Women-Owned Business Enterprises to participate in the design and construction of the Project and as suppliers for materials and services for the operation of the Project, and such compliance will be deemed to be compliance with the above provisions in this paragraph (d).

(f) **Construction Laws.** In the execution of the construction contracts for construction of the Company's facilities covered by this Agreement, the Company will comply with all applicable state and federal laws relating to construction, including laws related to labor, equal employment opportunity, safety, and minimum wage. In addition, the Company agrees as follows:

(i) To provide salaries to all employees filling positions of New Full Time employees under this Agreement, including contract employees and employees hired by contractors for construction of the Company's facilities related to this incentive Agreement, at an hourly wage that equals or exceeds the County's established minimum wage (currently \$11.00 per hour) set by County throughout the term of the Agreement. PBO maintains the information as to the County's minimum wage and agrees to provide Company with notice if that minimum wage changes.

(g) **Competitive Siting.** Company agrees that the Project is a Competitively-Sited Project as defined in the County Policy, and Company will provide an affidavit on a form provided by County as documentation of such according to the County Policy [Section 28.006(b)(iii)(E)].

5.1.2. **Employment.** The Company must meet the following employment requirements:

(a) **Required Number of Jobs.**

(i) **Current Jobs.** The Parties agree that, for purposes of this Agreement, Company has 2,550 existing jobs as of the Effective Date of this Agreement.

(ii) **Creation.** After the Effective Date, the Company shall create at least 1,000 New Full-time Jobs for employees to work at the Project by December 31, 2022, according to the schedule set forth in subsection 5.1.2(b) below.

(ii) **Retention.** Company shall retain at least the corresponding number of existing and new jobs as required in the Employment Schedule in subsection (b) below throughout the Agreement Term.

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(b) Employment Schedule.

(i) The 1,000 New Full-time Jobs shall be added by the Company in accordance with the following Employment Schedule:

<u>Year</u>	<u>Existing Jobs</u>	<u>New Jobs</u>	<u>Total Jobs</u>
2013	2,550	51	2,601
2014	2,601	91	2,692
2015	2,692	94	2,786
2016	2,786	98	2,884
2017	2,884	101	2,985
2018	2,985	105	3,090
2019	3,090	109	3,199
2020	3,199	113	3,312
2021	3,312	117	3,429
2022	3,429	121	3,550
TOTAL		1,000	

(ii) Ongoing Employment Obligations. During each year of the Agreement Term after the Effective Date, the Company shall continue to have not less than the number of existing and New Full Time Jobs set forth in Subsection 5.1.2(b)(i) above.

(iii) Construction Delay Impact Construction Timetable and Employment Schedule. The County acknowledges that the foregoing Employment Schedule is based on the Company's ability to construct the buildings and other facilities that will be needed to accommodate 1,000 New Full-time Employees in accordance with its Construction Timetable. If there is a Construction Delay that will materially affect the Construction Timetable, the Company will give written notice to the County. The County Executive shall thereafter have the authority to extend the deadlines for completing the construction of the Improvements and to modify the Employment Schedule in an equitable manner, if the County Executive reasonably determines that a Construction Delay has occurred and that such Construction Delay will materially affect the Construction Timetable. In no event, however, shall the deadline for the Company to create 1,000 of New Full-time Jobs be extended by the County Executive beyond December 31, 2022.

(c) Required Average Annual Compensation. The Required Average Annual Compensation for all New Full-time Jobs must not be less than the following amounts at the end of each Employment Year:

(i)	Average Salary	\$63,000
(ii)	Median Salary	\$55,667

(d) Recruitment. The Company will comply with the conditions and requirements of the section of the City Agreement setting forth the requirements for the recruitment of Employees for New Full-time Jobs. In addition, the Company will:

(i) Work with specified non-profit organizations to expand the pool of diverse candidates for jobs by posting jobs with those organizations throughout the term of the Agreement. Those organizations include, but are not limited to, Skillpoint Alliance, Workforce Solutions, American YouthWorks, Goodwill Industries, Austin Community College, Travis County Health and Human Services and Veterans Services, and Capital IDEA.

(ii) Make good faith efforts to recruit Travis County residents. Company will provide Travis County with data reflecting the percentage of Company employees who reside in Travis County with the annual compliance report in a format mutually agreed to by the Parties.

(iii) Adhere to Company's equal employment/affirmative action policies and practices (see Attachment D).

(iv) Make employment decisions according to its internal employment and personnel practices, and base those employment decisions solely on job related qualifications.

(v) Conduct at least 2 job fairs or similar outreach events in Travis County annually during the first two years of the Payment Term, or until all initial hiring requirements are met.

(vi) Provide documentation of recruitment efforts under the above requirements annually to Travis County. Such documentation may be provided in writing or by County's inspection of Company records on site. Meeting the above requirements and providing documentation of such will meet the definition of "good faith" as required under this Agreement.

(e) Company Health Benefits. Company agrees that the Company's human resources policy meets or exceeds all applicable state and federal requirements, including the requirements of the Patient Protection and Affordable Care Act in effect as of the effective date of the County Policy. For Employees who are hired to provide the Required Number of Jobs pursuant to this Agreement, the Company must provide, and ensure that Employees are provided, health benefits as follows:

(i) the health benefits must be provided to the Employees and their family members and including same sex ~~partners~~ partners; and

(ii) meet all applicable federal requirements for benefits provided;

(iii) with the Company or other provider contributing to such health benefits at a dollar amount in a dollar amount that provides the opportunity for employees to purchase affordable coverage for themselves and employee family members. The Parties agree that the health benefits plan provided by Company at the execution of this Agreement meets this requirement, and Company will continue to provide such benefits that meet or equal the current plan.

(iv) if Company maintains the current health benefits plan (including health, dental and life insurance, vision and prescription drug plans, onsite

medical clinic and flexible spending accounts), or a plan with similar benefits, that will be considered compliance with this subsection 5.1.2(e).

(f) Opportunity To Correct Deficiency. If the Company has not satisfied the requirements and conditions described in paragraphs above [Section 5.1.2(a) – (e)] at the end of any year during the Payment Term, the Company shall have a period of ninety (90) days after the end of the applicable year to correct such deficiency, but the County shall not have any obligation to give the Company notice concerning such deficiency pursuant to Sections 8.3 since the Company should become aware of any such deficiencies when completing the annual report to County as required under Section 5.3.1; however, County will work with Company upon receipt of any annual report showing any deficiencies to note such deficiencies and develop a plan for resolution within the 90 day cure period. If the Company fails to correct the deficiency within such 90-day period, the Company shall not be entitled to receive the applicable Grant Funds for such year.

5.1.3. Employee Benefits. In addition to the health benefits provided by Company, Company will provide benefits related to retirement (401K), paid leave, counseling, life insurance, training, development opportunities and tuition reimbursements as determined by Company's policies and practices. In addition, Company will continue to assist employees in transportation needs by providing onsite car charging stations, bicycle paths and bike parking.

5.1.4 Community Participation. Company will be an active community member by continuing programs such as: a volunteer program (over 663 employees donating 13,505 hours in 2011); ongoing charitable contributions; investment in improving STEM education, engaging students with technology and equipping educators with resources to teach engineering concepts in a fun hands-on way; strategic partner to FIRST, a key technology supplier to Project Lead the Way and the Infinity Project; partnering with local charitable organizations; and teaching green engineering principles.

5.2 Requirements for Additional Grant and Goal Components. The 40% Grant during the Agreement Term, as described in Section 4.1 .1, shall be increased by the following additional Grant Percentages if the Company performs the following obligations:

5.2.1 LEED Certification. The Company shall be entitled to receive up to five percent (5%) additional Grant Percentage if the Company achieves LEED Certification from the U.S. Green Building Council for building or buildings to be constructed on the Property. The additional Grant Percentage shall not be applicable until the Company has provided the County with the appropriate documentation concerning the LEED Certification for such buildings. The Grant percentage will be determined as follows:

Basic	2%
Silver	3%
Gold	4%
Platinum	5%

~~Company expects to achieve Silver LEED Certification for an additional 3% Grant Percentage.~~

5.2.2 Project Goals. The following components of the Project are goals which the Company agrees to make a good faith effort to attain:

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(i) Environmental. The Project will be completed and maintained in a manner which preserves and respects the natural environment. The Company shall not violate any federal, state or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project. This Property may not be located over an environmentally sensitive aquifer or contributing zone, and the Company hereby certifies that the Property is not located over an environmentally sensitive aquifer or contributing zone.

(ii) Parking. Development will be completed in a manner which includes adequate parking.

(iii) Community Improvement. The County acknowledges the active participation by the Company in community development activities which contributes to the development and improvement of Travis County in areas beyond those directly related to business and the economy. The Company agrees to make commercially reasonable efforts to continue such participation related to local education, job training and job mobility through activities such as financial contributions to local schools and volunteer work within the community.

5.3 Reports.

5.3.1. Annual Report.

(a) Annual Report Filing. Beginning the end of the first year of the Payment Term, the Company shall provide the Annual Report (and/or other reports as reasonably requested by County) reflecting the fulfillment of all requirements of this Agreement. The Company shall provide the Chief Appraiser of TCAD ("Appraiser"), the Travis County Tax Assessor-Collector and PBO any and all information necessary for administration of this Agreement, including the Annual Report within a reasonable time after the end of each calendar year in the Payment Term, allowing adequate time for the Company to collect the data and submit to the County the resulting report which will reflect information related to the previous 12-month period (or other time period as specified). The Company acknowledges and agrees that the Annual Report is a document that will be available to the public. The Company considers any other information provided to the County and the other governmental entities referenced above to be proprietary and confidential, and such documents and information will not be disclosed by the County except as required under the Texas Public Information Act.

(b) Other Information. The Annual Report shall include the information necessary to meet applicable requirements under the Texas Tax Code. The Appraiser of TCAD shall annually determine ~~(i) the taxable value pursuant to the terms of this Agreement and (ii) full value without payment under this Agreement. The Appraiser of the property subject to this Agreement and~~ shall record ~~both the that~~ taxable value on which the Agreement Grant will be based ~~and the full taxable value~~ in the appraisal records. Each year, the Company shall furnish the Appraiser with such information outlined in the Texas Tax Code, Chapter 22, as may be necessary for the administration of the Grant specified herein. The Company shall be entitled to appeal any determination of the Appraiser in accordance with the provisions of the Texas Tax Code.

5.3.2. County Monitoring of Reports. The County retains the right to monitor and audit the findings in all reports provided or made available to the County under this Agreement as

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necessary to confirm compliance with the terms of this Agreement. The Company shall retain all reports made by third parties (if any such reports are created by third parties other than the County or City that reflect compliance with Agreement requirements) related to this Agreement and allow the County reasonable access to such reports if County requests the opportunity to review such reports. The County will only request such review upon reasonable cause to question the accuracy of the Annual Report submitted by the Company to the County.

5.3.3. Annual Report Information. The following general information, as applicable for each year in a reporting period will be included:

- (a) documentation to show commencement date and completion date (as applicable);
- (b) total value of completed Project (as certified by TCAD for Travis County Ad Valorem Taxation);
- (c) total number of Existing Full-time Jobs and total number of New Full Time Jobs and date of hire for each;
- (d) average salary of New Full-time Jobs;
- (e) information showing the amount of County Ad Valorem Taxes paid by the Company and the amount of Grant Funds reimbursed by the County to date;
- (f) information as set forth in Section 28.008(b)(i)-(viii) of the County Policy.
- (g) other information as necessary to support compliance with terms of this Agreement; and
- (h) certification as to accuracy of report and compliance with the terms of the Agreement.

5.3.4. Job Data. The Reporting Form shall also include data showing the number of Existing jobs retained and New Full-time Jobs maintained as a result of the Project and the average salary for those jobs, including that information specifically set forth in the Annual Report (Attachment C). The Company shall create and maintain such records as necessary for the County to audit performance under this requirement, including documentation which supports that information shown in the Annual Report and any other information reasonably necessary to calculate FTEs as related to performance under this Agreement. As provided in Section 5.8.2, the County may require such other documentation as reasonably deemed necessary to support reported employment efforts of the Company as required under this Agreement.

5.3.5. Ad Valorem Taxes. The Annual Report shall include information showing the amount of Travis County Ad Valorem Taxes due for payment by the Company, the amount by which the Grant Funds would be paid as a result of compliance with the applicable terms of this Agreement and other information as specified in the form attached as Attachment C.

5.4 Company Authority. The Company warrants that the Company has the authority to enter into this Agreement and that the person signing this Agreement on behalf of the Company is duly authorized to do so.

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5.5 **Accuracy of Information.** The Company will use commercially reasonable efforts to ensure that all reports, data and information submitted to the County will be accurate, reliable and verifiable according to the terms of this Agreement. Approval by the County of such information shall not constitute nor be deemed a release of the responsibility and liability of the Company, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by the County for any defect, error, omission, act or negligence or bad faith by the Company, its employees, agents, or associates.

5.6 **W-9 Taxpayer Identification Form.** The Company shall provide the County with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Grant Funds may be paid to the Company.

5.7 **Indemnification and Claims.**

5.7.1. **INDEMNIFICATION.** The Company agrees to and shall indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("Claim"), for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by the Company under this Agreement, whether such injuries, death or damages are caused by the Company's sole negligence or the joint negligence of the Company and any other third party.

5.7.2. **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency is made or brought by any person, firm, corporation, or other entity against the Company or the County relating to the enforcement of this Agreement, the Party with notice of the Claim shall give written notice to the other Party of the Claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a Claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the Claim, action or proceeding; the court or administrative tribunal, if any, where the Claim, action or proceeding was instituted; and the name or names of any person against whom this Claim is being made or threatened. This written notice shall be given in the manner provided in the "Notice" provision of this Agreement. Except as otherwise directed, the Party with notice of the Claim shall furnish to the other Party copies of all pertinent papers received by that Party with respect to these Claims or actions.

5.8 **Miscellaneous Responsibilities.**

5.8.1. **Change in Project.** The Company shall notify the County immediately and in advance where possible, of any significant change relating to the Project that may affect the Company's performance under this Agreement, including any change in the Company's name or identity.

5.8.2. **Employment Records and Investment Certification.**

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(a) In order to verify compliance with employment, salary and investment requirements, the Company will provide the County with an annual written certification (attached to the Reporting Form) by an authorized representative of the Company of the following:

- (i) Number of New Full-time Jobs
- (ii) Average Salary of New Full-time Jobs
- (iii) Amount of investment pursuant to this Agreement

(b) The Company agrees to provide the County access at the Company's Austin location at the time of submission of the certification and as needed to any and all supporting documentation which was utilized in making the determinations reported in the certification as to the number of FTE's, the average salary and the amount of investment by the Chief Financial Officer. This supporting documentation will be made available at the Company's Austin location in a format that allows for easy review by the County.

(c) If the County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, the County reserves the right to require additional information as necessary to complete the final review and approval of the information submitted and to withhold approval of the Grant Funds Notice until such additional information is made available pursuant to this Section 5.8.2.

5.8.3. Record Maintenance. The Company shall maintain all records and reports required under this Agreement for a period of three years after the termination date, or until all evaluations, audits and other reviews have been completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later. County agrees to advise Company of any need to maintain records beyond the three year period prior to the termination of that three year period.

6.0 AMENDMENTS

6.1. Written Amendments Only. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by both Parties. An amendment may only be approved by the Parties if the terms and provisions of the amendment reflect provisions which could have been included in the original Agreement.

6.2. Acknowledgments as to Amendments. It is acknowledged by the Company that no officer, agent, employee or representative of the County has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Agreement will not be effective.

6.3. Submission. The Company shall submit all requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it to PBO Attention: Leslie Browder, County Executive (or her successor in office) with a copy to the County Judge, Samuel T. Biscoe, or his successor in office. This Agreement shall be administered by PBO, and all information provided by the Company to the County shall be provided through PBO.

7.0 COMPLIANCE

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7.1. **Federal, State and Local Laws.** The Company shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. The Company shall meet all applicable requirements of the County and the City codes and ordinances, rules and regulations and permit requirements, and all necessary inspections will take place in a timely manner. The Company will make all hiring decisions in compliance with the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990 and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, age or handicapping condition in accordance with the Company's policies.

7.2. **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in State Court in Travis County and the City of Austin. The Parties acknowledge and agree that each Party shall be responsible for any attorneys' fees incurred by that Party relating to this Agreement.

7.3. **Immunity or Defense.** Section 7.2 notwithstanding, the Company expressly understands and agrees that, neither the execution of this Agreement nor the conduct of any representative of the County shall be considered to be a waiver of, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. The Company and the County shall have all remedies and defenses allowed by law.

7.4. **Failure to Comply.** The Commissioners Court may cancel or modify this Agreement, as set forth herein, if the Company fails to comply with the Agreement.

8.0 NON-PAYMENT, TERMINATION AND DEFAULT

8.1 **Non-Payment.** Company understands and agrees that NO payment of Grant Funds will be made for any Payment Year in which the following conditions (as applicable) of this Agreement are not met:

8.1.1 Investment/Construction.

- (a) Construction completed no later than December 31, 2015.
- (b) \$4,000,000 invested no later than December 31, 2014.
- (c) \$76,282,000 invested no later than December 31, 2015.
- (d) Construction and installation of new business personal property investment documented in rendition to TCAD and classified as new construction.

8.1.2 Jobs.

- (a) conditions to be met under terms of the Agreement, including the cure period set forth in Section 8.4 .
- (b) Meet minority participation and recruiting requirements set forth in Sections 5.1.1(e) and 5.1.2(d).

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8.1.3 **Recapture.** Company agrees that Incentives received by Company for the last five (5) years of the Agreement are subject to recapture by County if Company fails by the termination date to fulfill the requirement for the total Investment amount and the total number of new jobs to be created.

8.2. **Termination.** This Agreement may be terminated in the following circumstances:

8.2.1. **Election Not to Proceed Prior to Grant.** In the event the Company elects not to proceed with the Project as contemplated by this Agreement prior to the first receipt by the Company of the Grant Funds, the Company shall notify County in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

8.2.2. **Successful Completion.** This Agreement will terminate upon completion of the performance of the respective terms and conditions of the Agreement by both Parties or upon termination pursuant to the terms of this Agreement.

8.2.3. **Failure to Comply.**

(a) After notice of default and opportunity to cure pursuant to Section 8.4, this Agreement may be terminated, at the election of the County, if the Company fails to comply with the following conditions and requirements as set forth herein (each referred to herein as a "Termination Event"):

(i) The Company fails to comply with the requirement in paragraphs (a), (b) or (c) of Section 5.1.1 regarding the location of the Project and the ownership and use of the Property.

(ii) The Company allows its Ad Valorem Taxes to the County, the City of Austin, Austin Independent School District, Austin Community College District, Central Health District, or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedure for their protest and/or contest.

In the event this Agreement is terminated by the County pursuant to this subparagraph (a), the County shall have the right to terminate this Agreement immediately upon notice; and, no further Grant Funds shall be payable by the County to the Company; and this Agreement shall be of no further force or effect.

(b) **Termination by Company.** After notice of default and opportunity to cure pursuant to Section 8.4, this Agreement may be terminated by the Company without prejudice to any other right or remedy which the Company or the County may possess, if the County fails to comply with its obligations under this Agreement.

8.2.4. **Judicial Finding.** This Agreement may be terminated by either the County or the Company if the Grant agreed to be made by the County herein is found to be invalid or illegal by a court of competent jurisdiction and said judicial decision is not overturned on appeal or is no longer subject to appeal. In the event that this Agreement is terminated under this Section, the County shall have the right to recapture all of the money granted to the Company under this Agreement to the extent but only to the extent that said judicial decision specifically require said Grant to be refunded to the County, and there is no other lawful manner by which the County can reimburse, pay or credit the Company with the amount of said Grant that is refunded as a result of said judicial decision.

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8.3. **Right to Withhold Grant Funds.** In addition to the rights granted to the County to terminate this Agreement because of a Termination Event pursuant to Section 8.0, the County shall have the right to withhold any unpaid Grant Funds if the Company is in default with respect to any of its obligations under this Agreement. The County shall have the right to withhold the payment of any such Grant Funds the Company would otherwise be entitled to receive until such default has been cured.

8.4 **Notice and Opportunity to Cure.** If either Party is in default with respect to such Party's obligations under this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party pursuant to the notice provisions in Section 10. The defaulting Party shall then have a period of ninety (90) days the receipt of such notice to cure such default. If the defaulting Party fails to cure such default within such 90-day period, the non-defaulting Party shall have the right to exercise the right and remedies provided for in this Agreement; provided, however, the County shall have the right to withhold the payment of Grant Funds to the Company pursuant to Section 8.0, until the default is cured by the Company.

9.0 MISCELLANEOUS PROVISIONS

9.1. **Independent Contractor.** The parties expressly acknowledge and agree that the Company is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of the Company shall be considered an employee of the County or gain any rights against the County pursuant to the County's personnel policies. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party. The relationship of the County and the Company under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party.

9.2. **Agreement Limitation.** This Agreement sets out the agreements and obligations between the County and the Company only, and does not obligate the County in any way nor create any third party beneficiary rights as between the County and any of the Company's subcontractors, nor to any other third party. The County shall not under any circumstances be liable to the Company's creditors or subcontractors for any reimbursements under this Agreement.

9.3. **Representations and Warranties.** The County represents and warrants to the Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the County that it has the requisite authority to enter into this Agreement.

10.0 NOTICES

10.1. **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

10.2. **County Address.** The address of the County for all purposes under this Agreement shall be:

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

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P.O. Box 1748
Austin, Texas 78767

10.3. **Company Address.** The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

National Instruments Corporation
Attn: David Hugley, Vice President
11500 N. MoPac Expressway
Austin, Texas 78759
Phone: (512) 683-5713 or (512) 683-0100
Fax: (512) 683-6913
Re: Economic Development Agreement
Email: david.hugley@ni.com

10.4 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 10.0. Any change in the address shall be reported to the County within fifteen (15) days of the change.

10.5 **Change of Name.** If a change of name is required by the Company, in addition to the requirements of Section 5.8.1, the Company shall notify the County in writing immediately pursuant to this Section 10.0.

11.0 PROHIBITIONS

11.1. **County Forfeiture of Agreement.** As to payment of Grant Funds, if the Company has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment B to this Agreement during the 365 day period immediately prior to the date of execution of this Agreement by the Company or does business with any Key Contracting Person at any time after the date of execution of this Agreement by the Company and prior to full performance of this Agreement, the Company shall forfeit all County benefits of this Agreement and the County shall retain all performance by the Company and recover all considerations, or the value of all consideration, granted to the Company pursuant to this Agreement.

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11.2. **Conflict of Interest.** The Company shall ensure that the Company will not take any action that would result in any person who is an employee, agent, consultant, officer, or elected or appointed official of the County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, to obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure with or engagement by the County or for one year thereafter.

11.3. **Solicitation.** The Company warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Company to secure business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability, or, in its discretion to, as applicable, add to or deduct from the consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11.4. **Gratuities.** The County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were knowingly offered or given by the Company or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from the Company a sum equal in amount to the cost incurred by the Company in providing such gratuities.

11.5. **Limitation.** The Parties understand and agree that the above prohibitions do not apply to any ceremonial gift which might be offered by the Company and accepted by the County or a County representative in an open and public event to commemorate the decision to locate the Project on the Property to commence construction of the Project so long as such offering and acceptance does not violate applicable law.

12.0 ASSIGNABILITY

12.1. **Assignment.** This Agreement may not be assigned to a new company without prior written approval of the Commissioners Court of the County; provided, however, the Company may assign to an Affiliate of the Company without approval of the Commissioners Court of the County, so long as the Company shall remain responsible and obligated to the County for the performance of its obligations under the Agreement. Written notice of such assignment shall be provided to the County prior to the assignment. No assignment shall be approved if the assignor or assignee are indebted to the County for Ad Valorem Taxes or other obligations.

12.2. **Binding Agreement.** Subject to Section 12.1, this Agreement shall be binding upon the successors and/or assigns of the parties to this Agreement. In the case of assignment to an Affiliate, benefits and obligations of the Agreement shall inure to the benefit of such Affiliate without the prior approval of County so long as such assignment includes the requirements set forth under Section 12.1.

13.0 INTERPRETATIONAL GUIDELINES

13.1. **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any

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period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

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

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

14.0 OTHER PROVISIONS

14.1. **Survival of Conditions**. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the parties have expressly agreed that those provisions should survive any such termination.

14.2. **Non-Waiver of Default**. One or more acts of forbearance by any Party to enforce any provision of this Agreement or any reimbursement, payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

14.3. **Reservation of Rights**. If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of either Party under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or prejudice any remedy or right to said Party under it. The exercise of or failure to exercise any right or remedy in this Agreement or in accordance with law upon the other Party's breach of the terms, covenants, and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.4. **Severability**. If any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remainder of it shall remain valid and binding and as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

14.5. **Dispute Resolution**. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, as a condition precedent to filing any lawsuit, the Parties agree to mediate said dispute with the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Texas Civil Remedies and Practice Code, Section 154.023. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Texas Civil Remedies and Practice Code, Section 154.073, unless all Parties agree, in writing, to waive said confidentiality.

14.6. **Force Majeure**. Neither Party shall be financially liable to the other Party for delays in performance or failures to perform under this Agreement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to

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perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within ten (10) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

14.7. **Multiple Originals.** This Agreement may be executed by the parties in multiple counterparts, each one being considered an original for any purpose.

NATIONAL INSTRUMENTS CORPORATION

TRAVIS COUNTY

By _____
Printed Name _____
Title _____
Date _____

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

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ATTACHMENT A
DESCRIPTION OF PROPERTY AND PROJECT
LEGAL DESCRIPTION OF PROPERTY

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ATTACHMENT B
ETHICS AFFIDAVIT

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Contractor: _____

County of Contractor: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this invitation for bids which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary

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**EXHIBIT A – ATTACHMENT A
LIST OF KEY CONTRACTING PERSONS
January 16, 2013**

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associate
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Vacant	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	

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Attorney, Transactions Division
 Attorney, Transactions Division
 Director, Health Services Division
 Attorney, Health Services Division
 Purchasing Agent
 Assistant Purchasing Agent
 Assistant Purchasing Agent
 Purchasing Agent Assistant IV
 Purchasing Agent Assistant IV
 Purchasing Agent Assistant IV
 Purchasing Agent Assistant IV
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 Purchasing Agent Assistant III
 Purchasing Agent Assistant III
 Purchasing Agent Assistant III
 Purchasing Agent Assistant III
 Purchasing Agent Assistant III
 Purchasing Agent Assistant III
 Purchasing Agent Assistant II
 Purchasing Agent Assistant II
 Purchasing Agent Assistant II
 HUB Coordinator
 HUB Specialist
 HUB Specialist
 Purchasing Business Analyst
 Purchasing Business Analyst

Jim Connolly
 Tenley Aldredge
 Beth Devery
 Prema Gregerson
 Cyd Grimes, C.P.M., CPPO
 Marvin Brice, CPPB
 Bonnie Floyd, CPPO, CPPB, CTPM
 CW Bruner, CTP
 Lee Perry
 Jason Walker
 Richard Villareal
 Patrick Strittmatter
 Lori Clyde, CPPO, CPPB
 Scott Wilson, CPPB
 Jorge Talavera, CPPO, CPPB
 Loren Breland, CPPB
 John E. Pena, CTPM
 Rosalinda Garcia
 Angel Gomez*
 Shannon Pleasant, CTPM
 David Walch
 Michael Long, CPPB
 Nancy Barchus, CPPB
 Jesse Herrera, CTP, CTPM, CTCM*
 Sydney Ceder*
 Vacant
 Vacant
 L. Wade Laursen*
 Sam Francis*
 Sylvia Lopez
 Betty Chapa
 Jerome Guerrero
 Scott Worthington
 Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14

* - Identifies employees who have been in that position less than a year.

ATTACHMENT C- ANNUAL REPORT FORM
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM

REPORTING YEAR: _____ (YEAR OUT OF 10)

Company shall complete the following pursuant to the applicable terms of the Agreement.

1. CONSTRUCTION COMMENCEMENT AND COMPLETION

- A. Date construction on Project commenced: _____
- B. Date Certificate of Occupancy Issued (Please attach Certificate of Occupancy): _____
- C. Date of LEED Certification (Complete this section if Company is requesting additional incentive

outlined in Sec. 5.2.1):

2. VALUE OF NEW IMPROVEMENTS AND NEW MACHINERY AND EQUIPMENT

A. Total value of Eligible Property (amount subject to Travis County Ad Valorem Taxation):

New Improvement: \$ _____

New Business/Personal Property \$ _____

This amount must equal at least the amount specified in Section 5.1.1(d) for Company to receive benefits under the Agreement. Please attach a list of Eligible Property equal to the investment amount above and rendered to the Travis Central Appraisal District.

3. EMPLOYEES

A. Total Number of New Full-time Jobs for the reporting year (Sec. 5.1.2(b)) _____

B. Average Salary for New Full-time Jobs

[Must equal at least the amount specified in Section 5.1 .2(c)

i. Are Contract Employees meeting salary and benefits requirements outlined in 5.1.2 (c) and (e)?

C. How many Full-time Employees are residents of Travis County? **NOT APPLICABLE**

All employment figures must be collected and maintained by Company, certified as accurate by Company as specified in this Agreement and supported by documentation as set forth in Section 5.8.2.

In addition, Travis County will need evidence that Company and Contract Employees have been eligible for health benefits, including same sex partner benefits.

4. AGREEMENT BENEFITS

A. Travis County Ad Valorem Taxes paid on Eligible Property for this Reporting Year: _____

B. Base Year Travis County Ad Valorem Taxes Paid on Eligible Property: _____

C. Incremental Travis County Ad Valorem Taxes paid
(Difference between "A" and "B")

D. Agreement Benefits Claimed by Company

5. OTHER

Please attach: receipt of County taxes paid and copy of rendition to TCAD

Documentation of: (1) current ownership/lease agreement for property; (2) compliance with Minority and Women-Owned Business requirements; (3) compliance with construction laws requirement; (4) compliance with recruitment requirements; (5) compliance with health benefits requirement; (6) compliance with employee benefits program (requirements under Sections 5.1).

Certification:

I, Company's authorized representative, hereby certify that the above information is correct and accurate pursuant to the terms of this Agreement:

BY: _____

Printed Name: _____

Title: _____

Date: _____

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ATTACHMENT D
CITY OF AUSTIN AGREEMENT

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ATTACHMENT E
AFFIRMATIVE ACTION AT NATIONAL INSTRUMENTS CORPORATION

National Instruments (NI) is an equal opportunity employer and is committed to providing a work environment free of discrimination on the basis of race, gender, age, religion, sexual orientation, disability, veteran status or national origin.

National Instruments demonstrates constant respect for the variety of cultures of our employees. At last count, employees working at NI corporate HQ in Austin represent more than 60 national origins, which reflects the success of our Affirmative Action Plan. NI also offers a Cultural Awareness training course.



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

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

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

Sponsoring Court Members: Commissioner Davis, Precinct One

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

AGENDA LANGUAGE:

Consider and take appropriate action on request from Austin Energy for modifications to the standard license agreement associated with an event at the Exposition Center grounds from September 19, 2013 to September 23, 2013.

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) and the County Attorney's office have been working with Austin Energy (AE) on their request to use the Exposition Center grounds for an event in September 2013. AE, as a City of Austin municipally-owned electric utility, has requested minor changes to the standard license agreement. Mr. Christopher Gilmore, Assistant County Attorney, has consulted with AE and the requested changes have been made to the standard license agreement, which has been signed by AE. The changes to the standard license agreement are highlighted in the draft at Attachment One.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the non-standard license agreement as requested by Austin Energy.

ISSUES AND OPPORTUNITIES:

The changes requested are associated with insurance requirements and the indemnity clause. The requested changes are acceptable due to the self-insured status of the City of Austin related to workers compensation and liability coverage.

FISCAL IMPACT AND SOURCE OF FUNDING:

Revenue = \$10,200

ATTACHMENTS/EXHIBITS:

1. Draft License Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, Assistant County Attorney

**TRAVIS COUNTY EXPOSITION CENTER
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this 7th day of February, 2013 between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and the City of Austin, a home rule municipality and political subdivision of the State of Texas, acting by and through its municipally-owned electric utility, Austin Energy whose address is 721 Barton Springs Road, Austin, TX 78704 and contact number is (512) 322-6442 ("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 **Sonny Poole**, who is LICENSEE's **Manager**, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. **Licensed Space.** Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1 & 3 and no other Gates.

3. **Restrictions.** The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. **Purpose.** The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

**AE Dance Project
Grounds
September 19-23, 2013**

5. **License Date and Time.** LICENSEE shall have access to the use of the Licensed Space from 4:00 (p.m.) until 9:00 (p.m.) on Friday, September 20, 2013 dress rehearsal. From 4:00 (p.m.) until 9:00 (p.m.) on Saturday, September 21, 2013 and Sunday, September 22, 2013 filming of event. From 8:00 (a.m.) until 5:00 (p.m.) on Thursday, September 19, 2013 move in of bleachers and on Monday, September 23, 2013, move-out. 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.~~

8. Insurance. LICENSEE shall maintain adequate insurance or a self-insurance program for damage to LICENSOR’S Licensed Space caused by LICENSEE. LICENSEE shall provide LICENSOR with written evidence of such insurance or self-insurance program.

~~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.~~

9. LICENSEE HOLD HARMLESS, TO THE EXTENT ALLOWED BY TEXAS LAW, LICENSEE AGREES THAT IT IS RESPONSIBLE TO THE EXCLUSION OF ANY SUCH RESPONSIBILITY OF LICENSOR, FOR ITS PROPORTIONATE SHARE OF LIABILITY FOR ITS NEGLIGENT ACTS AND OMISSIONS FOR CLAIMS, SUITS, AND CAUSES OF ACTION,

INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED WITH ACTIVITIES CONDUCTED UNDER THIS LICENSE AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, PROVIDED THAT THE EXECUTION OF THIS LICENSE AGREEMENT WILL NOT BE DEEMED A NEGLIGENT ACT.

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: AE Dance Project

By: Sonny Poole

Title: Manager, Public Involvement & Real Estate, Austin Energy

Signature: _____

Date: _____

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:		Sonny Poole			Date of Event:	
Event:		AE Dance Project			Sept 19-23, 2013	
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		\$ 1,800.00	\$ -	
	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	2	\$ 1,000.00	\$ 2,000.00	
	Portion of the Grounds- Non-Concert Event	Day		\$ 500.00	\$ -	
	All or portion of the Grounds - Concert Event	Day	3	\$ 2,000.00	\$ 6,000.00	
	Other	Day		\$ -	\$ -	
	Total Facility Rental Fees				\$ 8,000.00	
Equipment Rental Fees	Tables	Each/Event		\$ 6.00	\$ -	
	Chairs	Each/Event		\$ 1.50	\$ -	
	Picnic Table	Each/Event		\$ 10.00	\$ -	
	Portable Bleachers	Each		\$ 20.00	\$ -	
	Stalls	Each		\$ 15.00	\$ -	
	Pens	Each		\$ 2.00	\$ -	
	Cattle Ties	Each		\$ 2.00	\$ -	
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -	
	Other	Each		\$ -	\$ -	
	Total Equipment Rental Fees				\$ -	
Custodial Fees	Luedecke Arena	Day		\$ 600.00	\$ -	
	Skyline Club	Day		\$ 200.00	\$ -	
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -	
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -	
	Banquet Hall	Day		\$ 200.00	\$ -	
	Grounds	Day	5	\$ 260.00	\$ 1,300.00	
	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	36	\$ 25.00	\$ 900.00	
	Stall cleaning	Each		\$ 5.00	\$ -	
	Total Custodial Fees				\$ 2,200.00	
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					\$ 10,200.00	
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 2,040.00	
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 8,160.00	
DAMAGES DEPOSIT	Refundable = Percent of Facility Rental Fees	3		20%	\$ 1,600.00	
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:
dawn@gmcatering.com OR
brooke@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 vent 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 portion that are rented from the Expo center.

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

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



Created 3/7/2013 @ 4:44 pm

City of Austin

February 12, 2012

Travis County Expo Center
7311 Decker Lane
Austin, TX

Attention: Roger A. El Khoury

RE: AE Dance Project – September 19 – 23, 2013

The City of Austin, a political subdivision as defined by the Texas Labor Code, is self-insured for all workers compensation and employer liability claims. As such, the City provides coverage for its employees as stipulated under the Texas Labor Code, Title 5 Workers' Compensation, Chapter 504. The City's workers' compensation program is administered through a third party administrator and adheres to rules and regulations established by the Texas Workers' Compensation Commission

The City of Austin is also self-insured for all third party liability coverage. As such the City has established a Liability Reserve Fund to pay for claims for which the City is legally liable.

If a third party claim occurs it is reported to the claims investigators in the Law Department for investigation and resolution.

Feel free to call me at (512) 974-3264 if you have additional questions or concerns.

Sincerely,

Carol Vance
Sr. Risk Analyst
Human Resources Department
City of Austin



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Janitorial Services, North Rural Community Center and Clinic, IFB No. B1301-001-LD, to the low bidder, Villeda Building Services.

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

This contract will provide janitorial services at the North Rural Community Center and Clinic.

Bid #B1301-001-LD was issued on January 28, 2013 and 8 bids were received on February 19, 2013. Facilities Management has reviewed the bids and recommends award to the low bidder, Villeda Building Services. Villeda Building Services is a certified HUB vendor.

- **Contract-Related Information:**

Award Amount: \$11,024.00

Contract Type: Annual Contract

Contract Period: March 22, 2013 - March 21, 2014

- **Solicitation-Related Information:**

Solicitations Sent: 54

Responses Received: 8

HUB Information:

% HUB Subcontractor:

- **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): SAP cost center 1140030001

Comments:

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.



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: SVCOT- 10-13F-XM

File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

A handwritten signature in blue ink that reads "Roger A. El Khoury".

DATE: February 21, 2013

SUBJECT: Janitorial Services Contract – North Community Center & Clinic
Contract Award of Bid B1301-001-LD

Facilities Management Department (FMD) has completed the review of the eight bids received for Janitorial Services – North Community Center and Clinic. The apparent lowest qualified bidder is Villeda Building Services. Villeda Building Services is our current contractor at Precinct Three Office Building, West Community Center & Clinic, Ray Martinez Building and is providing excellent performance.

Facilities Management Department recommends award of the Janitorial Services Contract – North Community Center and Clinic to Villeda Building Services. Funding for this contract is in Cost Center 1140030001. Please direct any questions on this recommendation to Rony Aouad at extension 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:

Bid Tabulation

COPY TO:

Leslie Browder, County Executive, PBO
Lloyd Evans, Maintenance Division Director, FMD
Rony Aouad, Service Contract Manager, FMD
Loren Breland, Purchasing Agent Assistant, Purchasing

RECEIVED
TRAVIS COUNTY
2013 FEB 25 AM 10:49
PURCHASING
OFFICE

Supplier Totals

Villeda Building Service, LLC		\$11,024.00 (18/18 Items)
Bid Contact	Alai Villeda <u>VBSLLC@ymail.com</u> Ph 512-944-8260 Fax 512-828-6833	Address 16804 Brewer Blackbird Dr. Pflugerville, TX 78660
Qualifications	HUB	
Agency Notes:	Supplier Notes:	
International Building Services		\$11,066.00 (18/18 Items)
Bid Contact	Hye Kim <u>yosan80@hotmail.com</u> Ph 512-833-8466	Address 8204 N. Lamar Blvd.,B-16 Austin, TX 78753
Qualifications	CISV SB	
Agency Notes:	Supplier Notes:	
BRATEX INTERNATIONAL		\$12,668.00 (18/18 Items)
Bid Contact	TONY CORREA <u>bratexinternational@yahoo.com</u> Ph 512-705-6946	Address 12501 TECH RIDGE BLVD #1628 AUSTIN, TX 78753
Qualifications	HUB MBE	
Agency Notes:	Supplier Notes:	
CHOE ENTERPRISES, INC.		\$12,778.50 (18/18 Items)
Bid Contact	ROSCOE SISTRUNK <u>ROSCOE.SISTRUNK@SBCGLOBAL.NET</u> Ph 210-444-2300 Fax 210-226-3156	Address 123 E. TRAVIS STE. 601 SAN ANTONIO, TX 78205
Agency Notes:	Supplier Notes:	
K-B Contract Cleaning, Inc.		\$15,398.00 (18/18 Items)
Bid Contact	Paul Bowland <u>paul@k-bcc.com</u> Ph 512-452-9509 Fax 512-452-9500	Address P.O. Box 9101 Austin, TX 78766
Qualifications	CISV SB	
Agency Notes:	Supplier Notes:	
us facility janitorial		\$18,591.26 (18/18 Items)
Bid Contact	Forrest Cooper <u>forrest1@usfacilitytec.com</u> Ph 903-305-4436	Address 9001 airport ste 706 Houston, TX 77061
Qualifications	CISV HUB MBE SB TX	
Agency Notes:	Supplier Notes:	
James Enterprise		\$31,042.36 (18/18 Items)
Bid Contact	Margaret J James <u>james_enterprises@sbcglobal.net</u> Ph 469-272-0021 Fax 972-293-1010	Address 706 N Hwy 67 #SR Cedar Hill, TX 75104
Agency Notes:	Supplier Notes:	
American Facility Services, Inc.		\$31,636.00 (18/18 Items)
Bid Contact	Virginia Staffanell <u>virginiaafs@bellsouth.net</u> Ph 770-740-1613	Address 1325 Union Hill Industrial Court, Suite A Alpharetta, GA 30004
Qualifications	WBE	
Agency Notes:	Supplier Notes:	

**



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, March 12, 2013

Prepared By/Phone Number: Sydney Ceder, 854-9882

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for Countywide Pest Control Services, IFB No. 1301-007-SC to the low bidders:

A. A-Tex Pest Management, Inc. - Groups A, B & F

B. Bugmaster - Groups C, D, E & F

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This contract will provide Countywide Pest Control Services.

IFB No. 1301-007-SC was issued on January 28, 2013. A total of twenty-five (25) vendors were solicited and four (4) bids were received.

Paragraph 4 of the Special Provisions allowed for the County to award by group, line item or on an all or none basis.

The award recommendation is to the low bidder A-Tex Pest Management, Inc. for Groups A, B & F and to Bugmaster for Groups C, D, E, & F. Group F includes pricing for hourly rates and per job rates and is applicable to both vendors.

➤ **Contract-Related Information:**

Award Amount: \$16,235 and 16,342.60, respectively.

Contract Type: Annual

Contract Period: March 12, 2013 through March 11, 2014

➤ **Solicitation-Related Information:**

Solicitations Sent: 25 Responses Received: 4

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.

HUB Information: N/A % HUB Subcontractor: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000522, 300000514, 300000515 & 300000518

Comments:

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

Bid Tabulation Bid #1301-007-SC		PEST CONTROL SERVICES - COUNTYWIDE									
Lot: Group A Facilities Management				BUGMASTER		Pestmaster Services inc		A-Tex Pest Management Inc.		ChemFree Pest and Lawn	
Item #	Item	Qty	Unit	Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price
1301-007-SC--01-01	HMS COURTHOUSE	12	mon	\$ 42.00	\$ 504.00	\$ 45.00	\$ 540.00	\$ 75.00	\$ 900.00	\$ 500.00	\$ 6,000.00
1301-007-SC--01-02	COURTHOUSE ANNEX / GAULT BLDG.	12	mon	\$ 42.00	\$ 504.00	\$ 45.00	\$ 540.00	\$ 30.00	\$ 360.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-03	CRIMINAL JUSTICE CENTER (EXCLUDING CENTRAL BOOKING)	12	mon	\$ 42.00	\$ 504.00	\$ 45.00	\$ 540.00	\$ 30.00	\$ 360.00	\$ 250.00	\$ 3,000.00
1301-007-SC--01-04	BRIZENDINE HOUSE	12	mon	\$ 42.00	\$ 504.00	\$ 30.00	\$ 360.00	\$ 15.00	\$ 180.00	\$ 75.00	\$ 900.00
1301-007-SC--01-05	1101 NUECES (VACANT BUILDING)	12	mon	\$ 53.20	\$ 638.40	\$ 25.00	\$ 300.00	\$ 20.00	\$ 240.00	\$ 100.00	\$ 1,200.00
1301-007-SC--01-06	USB (FACILITIES MGT/DOMESTIC RELATIONS/COUNSELING AND EDUCATION SERVICES)	12	mon	\$ 42.00	\$ 504.00	\$ 35.00	\$ 420.00	\$ 20.00	\$ 240.00	\$ 200.00	\$ 2,400.00
1301-007-SC--01-07	HOLT BUILDING	12	mon	\$ 42.00	\$ 504.00	\$ 30.00	\$ 360.00	\$ 15.00	\$ 180.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-08	NED GRANGER ADMINISTRATION BLDG	12	mon	\$ 42.00	\$ 504.00	\$ 45.00	\$ 540.00	\$ 30.00	\$ 360.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-09	EXECUTIVE OFFICE BUILDING	12	mon	\$ 42.00	\$ 504.00	\$ 35.00	\$ 420.00	\$ 30.00	\$ 360.00	\$ 300.00	\$ 3,600.00
1301-007-SC--01-10	MEDICAL EXAMINER	12	mon	\$ 52.00	\$ 624.00	\$ 35.00	\$ 420.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-11	PALM SQUARE BUILDING	12	mon	\$ 52.00	\$ 624.00	\$ 25.00	\$ 300.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-12	POST ROAD BUILDING	12	mon	\$ 26.60	\$ 319.20	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 100.00	\$ 1,200.00
1301-007-SC--01-13	HOUSING SERVICES	12	mon	\$ 22.80	\$ 273.60	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-14	SMITH ROAD COMPLEX	12	mon	\$ 25.00	\$ 300.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 250.00	\$ 3,000.00
1301-007-SC--01-15	OLD PCT #1 BUILDING (VACANT)	12	mon	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 20.00	\$ 240.00	\$ 100.00	\$ 1,200.00
1301-007-SC--01-16	PCT #1 JP/CONSTABLE	12	mon	\$ 25.00	\$ 300.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 175.00	\$ 2,100.00
1301-007-SC--01-17	PCT #2 JP/CONSTABLE	12	mon	\$ 25.00	\$ 300.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-18	PCT #3 JP/CONSTABLE	12	mon	\$ 25.00	\$ 300.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-19	PCT #4 OFFICE BUILDING	12	mon	\$ 25.00	\$ 300.00	\$ 30.00	\$ 360.00	\$ 30.00	\$ 360.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-20	JAMES E. COLLIER LAW ENFORCEMENT CENTER	12	mon	\$ 25.00	\$ 300.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-21	STARLIGHT	12	mon	\$ 20.00	\$ 240.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 80.00	\$ 960.00
1301-007-SC--01-22	EAST RURAL COMMUNITY CENTER/CLINIC	12	mon	\$ 20.00	\$ 240.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-23	NORTH RURAL COMMUNITY CENTER/CLINIC	12	mon	\$ 26.00	\$ 312.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-24	WEST RURAL COMMUNITY CENTER/CLINIC	12	mon	\$ 20.00	\$ 240.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 175.00	\$ 2,100.00
1301-007-SC--01-25	SOUTH RURAL COMMUNITY CENTER/CLINIC	12	mon	\$ 40.00	\$ 480.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-26	SOUTH WELLNESS CLINIC	12	mon	\$ 20.00	\$ 240.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-27	RUSK BUILDING	12	mon	\$ 42.56	\$ 510.72	\$ 35.00	\$ 420.00	\$ 30.00	\$ 360.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-28	EAST SERVICE CENTER	12	mon	\$ 115.00	\$ 1,380.00	\$ 45.00	\$ 540.00	\$ 175.00	\$ 2,100.00	\$ 200.00	\$ 2,400.00
1301-007-SC--01-29	SMART Facility	12	mon	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$ 75.00	\$ 900.00	\$ 175.00	\$ 2,100.00
1301-007-SC--01-30	SAT. 2 TNR ADMINISTRATION	12	mon	\$ 26.60	\$ 319.20	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 100.00	\$ 1,200.00
1301-007-SC--01-31	SAT. 3 ADMINISTRATION	12	mon	\$ 40.00	\$ 480.00	\$ 30.00	\$ 360.00	\$ 25.00	\$ 300.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-32	EMS 24 - OFFICES ONLY	12	mon	\$ 22.80	\$ 273.60	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 100.00	\$ 1,200.00
1301-007-SC--01-33	WEST COMMAND CENTER	12	mon	\$ 26.60	\$ 319.20	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 175.00	\$ 2,100.00
1301-007-SC--01-34	Tax Office - County Clerk on Airport Blvd	12	mon	\$ 22.80	\$ 273.60	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-35	Counseling and Education/County Clinic (CES)	12	mon	\$ 22.80	\$ 273.60	\$ 30.00	\$ 360.00	\$ 30.00	\$ 360.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-36	KEITH RUIZ BLDG.	12	mon	\$ 20.00	\$ 240.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-37	JUVENILE DEPARTMENT (Bank of America Building)	12	mon	\$ 22.80	\$ 273.60	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-38	NOOTSIE HOUSE	12	mon	\$ 26.60	\$ 319.20	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 125.00	\$ 1,500.00
1301-007-SC--01-39	PCT #1 Tax Office	12	mon	\$ 26.60	\$ 319.20	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 150.00	\$ 1,800.00
1301-007-SC--01-40	SouthEast Metropolitan Park - Ranger Station	12	mon	\$ 26.60	\$ 319.20	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 65.00	\$ 780.00
1301-007-SC--01-41	Pace Bend Park - Ranger Station	12	mon	\$ 40.00	\$ 480.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 65.00	\$ 780.00
1301-007-SC--01-42	Downtown Fleet Service	12	mon	\$ 20.00	\$ 240.00	\$ 35.00	\$ 420.00	\$ 20.00	\$ 240.00	\$ 100.00	\$ 1,200.00
1301-007-SC--01-43	HHS Offices	12	mon	\$ 50.00	\$ 600.00	\$ 30.00	\$ 360.00	\$ 20.00	\$ 240.00	\$ 100.00	\$ 1,200.00
					\$ 17,464.32		\$ 16,620.00		\$ 14,280.00		\$ 77,820.00
Bid #1301-007-SC		PEST CONTROL SERVICES - COUNTYWIDE									
Lot: Group B Exposition Center											

Item #	Item	Qty	Unit	Price	Total	Price	Total	Price	Total	Price	Total
1301-007-SC--02-01	BANQUET HALL	12	mon	\$ 50.00	\$ 600.00	\$ 40.00	\$ 480.00	\$ 30.00	\$ 360.00	\$ 200.00	\$ 2,400.00
1301-007-SC--02-02	SKYLINE CLUB	12	mon	\$ 50.00	\$ 600.00	\$ 30.00	\$ 360.00	\$ 30.00	\$ 360.00	\$ 100.00	\$ 1,200.00
1301-007-SC--02-03	SHOW BARN OFFICE and CONCESSION	12	mon	\$ 53.20	\$ 638.40	\$ 35.00	\$ 420.00	\$ 20.00	\$ 240.00	\$ 200.00	\$ 2,400.00
1301-007-SC--02-04	ARENA BUILDING ALL CONCESSION STANDS	12	mon	\$ 30.00	\$ 360.00	\$ 35.00	\$ 420.00	\$ 30.00	\$ 360.00	\$ 175.00	\$ 2,100.00
					\$ 2,198.40		\$ 1,680.00		\$ 1,320.00		\$ 8,100.00
Bid #1301-007-SC	PEST CONTROL SERVICES - COUNTYWIDE										
Lot: Group C Gardner Betts Juvenile Justice Complex											
Item #	Item	Qty	Unit	Price	Total	Price	Total	Price	Total	Price	Total
1301-007-SC--03-01	GARDNER BETTS COMPLEX	12	mon	\$ 22.80	\$ 273.60	\$ 40.00	\$ 480.00	\$ 85.00	\$ 1,020.00	\$ 500.00	\$ 6,000.00
					\$ 273.60		\$ 480.00		\$ 1,020.00		\$ 6,000.00
Bid #1301-007-SC	PEST CONTROL SERVICES - COUNTYWIDE										
Lot: Group D Correctional Complex											
Item #	Item	Qty	Unit	Price	Total	Price	Total	Price	Total	Price	Total
1301-007-SC--04-01	Correctional Complex - Building #100 Administration Bldg	12	mon	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$ 60.00	\$ 720.00	\$ 100.00	\$ 1,200.00
1301-007-SC--04-02	Correctional Complex - Building #103 (Property)	12	mon	\$ 40.00	\$ 480.00	\$ 45.00	\$ 540.00	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00
1301-007-SC--04-03	Correctional Complex - Building #110	12	mon	\$ 40.00	\$ 480.00	\$ 70.00	\$ 840.00	\$ 105.00	\$ 1,260.00	\$ 250.00	\$ 3,000.00
1301-007-SC--04-04	Correctional Complex - Building #130 (Bldg 1)	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 130.00	\$ 1,560.00	\$ 100.00	\$ 1,200.00
1301-007-SC--04-05	Correctional Complex - Building #150	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 45.00	\$ 540.00	\$ 50.00	\$ 600.00
1301-007-SC--04-06	Correctional Complex - Building #140 and Phase II Addition	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 80.00	\$ 960.00	\$ 83.33	\$ 1,000.00
1301-007-SC--04-07	Correctional Complex - Building #155 (Bldg 10)	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 62.50	\$ 750.00
1301-007-SC--04-08	Correctional Complex - Building #160 and Phase II Addition	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 80.00	\$ 960.00	\$ 100.00	\$ 1,200.00
1301-007-SC--04-09	Correctional Complex - Building #185	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 45.00	\$ 540.00	\$ 45.00	\$ 540.00
1301-007-SC--04-10	Correctional Complex - Building #186	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 45.00	\$ 540.00	\$ 45.00	\$ 540.00
1301-007-SC--04-11	Correctional Complex - Building #187	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 45.00	\$ 540.00	\$ 45.00	\$ 540.00
1301-007-SC--04-12	Correctional Complex - Building #188	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 45.00	\$ 540.00	\$ 45.00	\$ 540.00
1301-007-SC--04-13	Correctional Complex - Building #189	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 45.00	\$ 540.00	\$ 45.00	\$ 540.00
1301-007-SC--04-14	Correctional Complex - Building #250	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 75.00	\$ 900.00
1301-007-SC--04-15	Correctional Complex - Building #240	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 75.00	\$ 900.00
1301-007-SC--04-16	Correctional Complex - Building #300	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 75.00	\$ 900.00
1301-007-SC--04-17	Correctional Complex - Building #310	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 45.00	\$ 540.00
1301-007-SC--04-18	Correctional Complex - Building #320	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 45.00	\$ 540.00
1301-007-SC--04-19	Correctional Complex - Building #330	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 55.00	\$ 660.00	\$ 45.00	\$ 540.00
1301-007-SC--04-20	Correctional Complex - Building #400 (Bldg 12)	12	mon	\$ 40.00	\$ 480.00	\$ 50.00	\$ 600.00	\$ 130.00	\$ 1,560.00	\$ 500.00	\$ 6,000.00
1301-007-SC--04-21	Correctional Complex - Finance	12	mon	\$ 40.00	\$ 480.00	\$ 30.00	\$ 360.00	\$ 60.00	\$ 720.00	\$ 100.00	\$ 1,200.00
1301-007-SC--04-22	Correctional Complex - Training Academy	12	mon	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$ 60.00	\$ 720.00	\$ 100.00	\$ 1,200.00
1301-007-SC--04-23	Correctional Complex - Chapel	12	mon	\$ 40.00	\$ 480.00	\$ 25.00	\$ 300.00	\$ 45.00	\$ 540.00	\$ 75.00	\$ 900.00
1301-007-SC--04-24	Correctional Complex - Class/Records (Bldg 102)	12	mon	\$ 40.00	\$ 480.00	\$ 30.00	\$ 360.00	\$ 45.00	\$ 540.00	\$ 70.00	\$ 840.00
1301-007-SC--04-25	Correctional Complex - Central Laundry	12	mon	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 60.00	\$ 720.00	\$ 100.00	\$ 1,200.00
1301-007-SC--04-26	Correctional Complex - County Jail	12	mon	\$ 40.00	\$ 480.00	\$ 45.00	\$ 540.00	\$ 225.00	\$ 2,700.00	\$ 300.00	\$ 3,600.00
1301-007-SC--04-27	Correctional Complex - Central Booking	12	mon	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 20.00	\$ 240.00	\$ 300.00	\$ 3,600.00
1301-007-SC--04-28	Correctional Complex - H.S.B. Building	12	mon	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$ 130.00	\$ 1,560.00	\$ 200.00	\$ 2,400.00
1301-007-SC--04-29	Correctional Complex - Visitation Building	12	mon	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 60.00	\$ 720.00	\$ 80.00	\$ 960.00
1301-007-SC--04-30	Correctional Complex - Honors Building	12	mon	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 55.00	\$ 660.00	\$ 125.00	\$ 1,500.00
					\$ 14,400.00		\$ 16,260.00		\$ 24,480.00		\$ 39,970.00
Bid #1301-007-SC	PEST CONTROL SERVICES - COUNTYWIDE										
Lot: Group E Transportation and Natural Resources (TNR)											
Item #	Item	Qty	Unit	Price	Total	Price	Total	Price	Total	Price	Total
1301-007-SC--05-01	North East Metropolitan Park - TNR Concessions	12	mon	\$ 26.00	\$ 312.00	\$ 60.00	\$ 720.00	\$ 65.00	\$ 780.00	\$ 150.00	\$ 1,800.00
1301-007-SC--05-02	Reimers Ranch Park - TNR Concessions	12	mon	\$ 26.00	\$ 312.00	\$ 45.00	\$ 540.00	\$ 65.00	\$ 780.00	\$ 70.00	\$ 840.00
					\$ 624.00		\$ 1,260.00		\$ 1,560.00		\$ 2,640.00

Created 3/7/2013 @ 4:44 pm

Bid #1301-007-SC											
PEST CONTROL SERVICES - COUNTYWIDE											
Lot: Group F Hourly Rates and Per Job Rates for Service Calls and Treatment											
Item #	Item	Qty	Unit	Price	Total	Price	Total	Price	Total	Price	Total
1301-007-SC--06-01	Licensed Technician-Apprentice Tx Structural Pest Control-Emergency	1	hour	\$ 100.00	\$ 100.00	\$ 30.00	\$ 30.00	\$ 65.00	\$ 65.00	\$ 75.00	\$ 75.00
1301-007-SC--06-02	Licensed Certified Applicator of Tx Structural Pest Control-Emergency	1	hour	\$ 150.00	\$ 150.00	\$ 35.00	\$ 35.00	\$ 95.00	\$ 95.00	\$ 100.00	\$ 100.00
1301-007-SC--06-03	Licensed Technician Tx Structural Pest Control-Straight Hrs	1	hour	\$ 100.00	\$ 100.00	\$ 25.00	\$ 25.00	\$ 55.00	\$ 55.00	\$ 75.00	\$ 75.00
1301-007-SC--06-04	Licensed Technician Tx Structural Pest Control-Emergency	1	hour	\$ 150.00	\$ 150.00	\$ 30.00	\$ 30.00	\$ 75.00	\$ 75.00	\$ 100.00	\$ 100.00
1301-007-SC--06-05	Licensed Technician-Apprentice Tx Structural Pest Control-Straight Hours	1	hour	\$ 100.00	\$ 100.00	\$ 20.00	\$ 20.00	\$ 45.00	\$ 45.00	\$ 75.00	\$ 75.00
1301-007-SC--06-06	Licensed Technician-Apprentice Tx Structural Pest Control-Emergency	1	hour	\$ 150.00	\$ 150.00	\$ 25.00	\$ 25.00	\$ 65.00	\$ 65.00	\$ 100.00	\$ 100.00
1301-007-SC--06-07	Service Call - Rodent Control	1	hour	\$ 75.00	\$ 75.00	\$ 40.00	\$ 40.00	\$ 65.00	\$ 65.00	\$ 75.00	\$ 75.00
1301-007-SC--06-08	Service Call - Termite Inspection	1	hour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.00	\$ 80.00
1301-007-SC--06-09	Service Call - Spot Treatment for Termites or Carpenter Ants	1	hour	\$ 100.00	\$ 100.00	\$ 115.00	\$ 115.00	\$ 95.00	\$ 95.00	\$ 225.00	\$ 225.00
1301-007-SC--06-10	Material Cost Mark Up	1	each	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -		
1301-007-SC--06-11	Service Call - Spot Treatment for Bed Bugs	1	hour	\$ 120.00	\$ 120.00	\$ 150.00	\$ 150.00	\$ 75.00	\$ 75.00	\$ 225.00	\$ 225.00
					\$ 1,045.00		\$ 670.00		\$ 635.00		\$ 225.00



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

Date: February 21, 2013

MEMORANDUM

TO: Sydney Cedar, Purchasing

FROM: Samantha Peterman, Accounting Clerk
Thru: Maria Wedhorn, Financial Analyst, Sr.

SUBJECT: Award of Solicitation 1301-007-SC, Pest Control Services

The Travis County Sheriff's Office recommends that Travis County award the above mentioned solicitation to Bug Master.

The GL Account 511790. The Account Assignment 1370440001. Funds Reservation# 300000515

If you need additional information, please contact Samantha Peterman at 854-4185.

XC: Maria Wedhorn, Financial Analyst



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: SVCOT- 21-13F-XM

File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: February 26, 2013
SUBJECT: Pest Control Services Contract
Contract Award of Bid 1301-007-SC

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

Facilities Management Department (FMD) has completed the review of the four bids received for a new Pest Control Services contract. The apparent low bidder for Groups A and B is A-Tex Pest Control. A-Tex Pest Control was a previous contractor and performed according to contract specifications.

FMD recommends award of the Pest Control Services Contract for Groups A and B to A-Tex Pest Management. Funding for the FMD portion of this contract is in Cost Center 1140090001. Please direct any questions on this recommendation to Rony Aouad at extension 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:

1- Bid Tabulation

COPY TO:

Leslie Browder, County Executive, PBO
Lloyd Evans, Maintenance Division Director, FMD
Rony Aouad, Service Contract Manager, FMD
Sydney Ceder, Purchasing Agent Assistant, Purchasing




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

700 Lavaca, Suite 540
Travis County Administration Building
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

February 22, 2013

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: 
Steven M. Manilla, P.E., County Executive
SUBJECT: Contract Award Solicitation 1301007SC
Pest Control Services

TNR recommends that Travis County award the above referenced solicitation to the low overall bidder, BugMaster.

Funds reservation 300000518 has been created for both Northeast Metro and Reimer's Ranch parks.

The product category for pest control services is 72102100. The budgeted cost center is 1490220001.

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

 CJ:SMM:cj
Contract File



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS
OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

MEMORANDUM

TO: Cyd V. Grimes, CPM, Purchasing Agent
FROM: Britt Canary, Deputy Chief Juvenile Probation Officer
Juvenile Probation Department
SUBJECT: Award of Solicitation 1301-007-SC
Pest Control Services - Countywide
DATE: February 20, 2013

The Juvenile Probation Department recommends the award of the above solicitation for Pest Control Services for the Gardner Betts Complex to the overall low bidder, BUGMASTER.

The following details the funding information:

Fund Reservation Number 300000514
Account Number 1450120001 GL 511790
Product Code 72102100

If you need additional information, please contact Mary Nieves at 854-7091.

ATTACHMENTS:
Supporting documents

xc: Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Sydney Ceder, Purchasing Agent Assistant III, TCPO
Sylvia Mendoza, Financial Manager, TCJPD, Finance Division
Mary Nieves, Juvenile Facilities Manager, TCJPD

RECEIVED
TRAVIS COUNTY
2013 FEB 21 PM 3:04
PURCHASING
OFFICE



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, March 12, 2013
Prepared By/Phone Number: J. Lee Perry, 854-9724
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve contract award to provide Dirt for BMX Track, IFB No. B1302005-LP, to the low bidder, Whittlesey Landscape Supplies.

Purchasing Recommendation and Comments: Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This contract is to provide approximately 6000 cubic yards of Dirt in support of the future construction of a BMX Track at Northeast Metro Park.

IFB No. B1302005-LP was issued on February 12, 2013. A total of three (3) bids were received. The Travis County Transportation and Natural Resources department recommends award, with Purchasing's concurrence, to the low bidder, Whittlesey Landscape Supplies.

➤ **Contract Expenditures:** Within the last twelve (12) months \$N/A has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: \$134,220.00

Contract Type: Annual

Contract Period: Dirt to be delivered on or by March 22, 2013

➤ **Solicitation-Related Information:**

Solicitations Sent: 25 Responses Received: 3

HUB Information: Vendor is not a HUB % HUB Subcontractor: 33%

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 3000000507

Comments: Requisitions are processed at time of requirement.

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

Bid #B1302-005-LP - Dirt for BMX Track

Creation Date Feb 11, 2013

End Date Feb 26, 2013 11:00:00 AM CST

Start Date Feb 12, 2013 10:54:58 AM CST

Awarded Date Not Yet Awarded

B1302-005-LP--01-01 Material and Delivery of BMX Track Dirt: Material and Delivery of BMX Track Dirt					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Whittlesey Landscape Supplies	First Offer - \$22.37	6000 / cubic yard	\$134,220.00		Y
Product Code: Unit Amount Text: Price per yard delivered Total Amount Text: Total Price delivered Agency Notes:		Supplier Product Code: Supplier Notes:			
JAE Construction, Inc. [Ad]	First Offer - \$24.41	6000 / cubic yard	\$146,460.00		Y
Product Code: Unit Amount Text: Twenty four dollars and 41/100 Total Amount Text: One hundred forty six thousand four hundred sixty and no/100 Agency Notes:		Supplier Product Code: Supplier Notes:			
BPI Environmental Services, Inc.	First Offer - \$25.00	6000 / cubic yard	\$150,000.00		Y
Product Code: Unit Amount Text: Twenty Five Dollars and Zero Cents Total Amount Text: One Hundred Fifty Thousand Dollars Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

Whittlesey Landscape Supplies		\$134,220.00
Bid Contact Dakota Smith dakota@989rock.com Ph 512-989-7625	Address 3219 S IH 35 Round Rock, TX 78664	
Agency Notes:	Supplier Notes:	
JAE Construction, Inc. [Ad]		\$146,460.00
Bid Contact Manuel Escobar mej@austin.rr.com Ph 512-447-2413 Fax 512-383-5107	Address 8700 Manchaca Rd Ste-406 Austin, TX 78748	
Agency Notes:	Supplier Notes:	
BPI Environmental Services, Inc.		\$150,000.00
Bid Contact Ernie Ramon est@bpienviro.com Ph 512-288-5522	Address 15106 Texas 71 Austin, TX 78738	
Bid Notes Bid is provided by BPI Environmental Services, Inc.		
Agency Notes:	Supplier Notes: Bid is provided by BPI Environmental Services, Inc.	

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

STEVEN M. MANILLA P.E., COUNTY EXECUTIVE

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

February 27, 2013

MEMORANDUM

TO: Cyd Grimes C.P.M., Purchasing Agent

FROM: Steve Manilla, County Executive, TNR

SUBJECT: Recommendation for Purchase of Dirt for NE Metro Park BMX Track

TNR Parks reviewed bids submitted for Material and Delivery of Dirt for the BMX Track at the Northeast Metro Park BMX Track, and recommend that Whittlesey Landscape Supplies receive the bid in the amount of \$134,220.00. This project was approved in the 2011 Bond Referendum.

<u>Project Name</u>	<u>Account No.</u>	<u>Com/Sub</u>	<u>Req.</u>	<u>Amount</u>
NE Metro Park BMX Track Area				\$134,220

Please call me at X49429 if you require additional information.

Attachments

Copy: Lee Perry, Purchasing Dept.
Steve Sun, TNR
Chiddi N'Jie, TNR
Charles Bergh, TNR-Parks



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, March 12, 2013

Prepared By/Phone Number: Sydney Ceder, 854-9882

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 2, an Assignment of Contract No. 440000215 (HTE Contract No. 12T00066CW) from Contech Construction Products, Inc. to Contech Engineered Solutions, Inc. dba Contech Engineered Solutions, LLC.

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

This contract provides for the purchase of culvert pipe for Travis County.

This Modification No. 2 will approve assignment of Contract # 12T00066CW to Contech Engineered Solutions, Inc. dba Contech Engineered Solutions, LLC from Contech Construction Products. Contech Engineered Solutions, Inc. dba Contech Engineered Solutions, LLC will assume all rights and responsibilities to Contract # 12T00066CW.

- **Contract Modification Information:**

Modification Amount: N/A

Modification Type: Requirements

Modification Period: January 31, 2013 – January 30, 2014

- **Funding Information:**

SAP Shopping Cart # / Funds Reservation #: N/A

Funding Account(s):

Comments:

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

Created: 3/7/2013 @ 1:44 PM
MODIFICATION OF CONTRACT: 12T00066CW Culvert Pipe
(SAP # 4400000215)

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: Sydney Ceder TEL. NO: (512) 854-9882 FAX NO: (512) 854-9185	DATE PREPARED: February 5, 2013
ISSUED TO: 1000000518 Contech Construction Products, Inc. Attn: Sam Smith P.O. Box 1248 Taylor, Texas 76574	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: January 31, 2012


ORIGINAL CONTRACT TERM DATES: **January 31, 2011 – January 30, 2012** CURRENT CONTRACT TERM DATES: **January 31, 2013 – January 30, 2014**


FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: N/A Current Modified Amount N/A

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


The above referenced contract is hereby modified to reflect the following changes effective February 8, 2012:

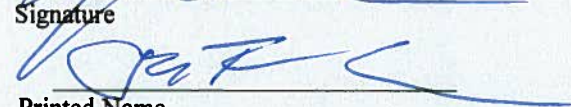
- 1) The Contractor's name on Contract No. 12T00066CW is changed as follows:
- | | |
|---|---|
| <p>From: Contech Construction Products, Inc
 P.O. Box 1248
 Taylor, Texas 76574

 EIN # 31-1177165</p> <p>

 Signature</p> <p>

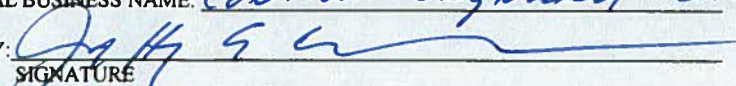
 Printed Name</p> | <p>To: Contech Engineered Solutions, Inc
 dba Contech Engineered Solutions, LLC
 9025 Centre Pointe Drive, Ste. 400
 West Chester, Ohio 45069

 EIN # 37-1663656</p> <p>

 Signature</p> <p>

 Printed Name</p> |
|---|---|

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

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

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Contech Construction Products, Inc. a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Contech Engineered Solutions, Inc dba Contech Engineered Solutions, LLC a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Contech Construction Products, Inc. entered into a written Contract for the provision of Culvert Pipe (Contract No. 12T000696CW) on January 31, 2012, which is hereby incorporated by reference herein for all purposes (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as February 8, 2012 (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No 12T00066CW.

CONTECH CONSTRUCTION PRODUCTS, INC.

CONTECH ENGINEERED SOLUTIONS, INC.
DBA CONTECH ENGINEERED SOLUTIONS, LLC

By: [Signature]
Printed Name: JEF Collins

By: [Signature]
Printed Name: JEF Collins

Title & Date: AUP 2/22/13

Title & Date: AUP 2/22/13

Attest: _____

Attest: _____

Date: 2/22/13

Date: 2/22/13

By its signature below, Travis County signifies its consent to and approval of this Assignment from Contech Construction Products, Inc. to Contech Engineered Solutions, Inc. dba Contech Engineered Solutions, LLC.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001334, Blye Sky Abilities, LLC., to provide Trauma Focused Music Therapy for youth referred from the COPE Mental Health Court and Crossover Unit.

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

The Contractor will provide Trauma Focused Music Assisted Therapy for youth identified and referred by the Travis County Juvenile Probation Department in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit.

Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

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

➤ **Contract-Related Information:**

Award Amount:	As-Needed
Contract Type:	Professional Services Agreement
Contract Period:	March 12, 2013 – September 30, 2013
	Auto-Renewal

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Grant: 800258; Internal Order: 100609; Product Code: 85121701; Commitment Item: 511010

Comments: As Needed contract.

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

BLUE SKY ABILITIES, LLC.

FOR

TRAUMA FOCUSED MUSIC THERAPY

**COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE
(COPE) PROGRAM & CROSSOVER UNIT**

CONTRACT NO. 4400001334



Travis County Purchasing Office

TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term.....	4
3.0	Contractor’s Responsibilities	4
4.0	Compensation, Billing and Payment.....	7
5.0	Records, Confidentiality and Access	9
6.0	Amendments/Modifications	9
7.0	Other Provisions.....	10
	Approvals.....	15

Attachments

Attachment A – Scope of Services & Performance Measures.....	16
Attachment B – Fee Schedule.....	18
Attachment C – Insurance Requirements.....	19
Attachment D – Ethics Affidavit including:	22
Exhibit 1 - List of Key Contracting Persons.....	23
Attachment E – Certification regarding Debarment	25



STATE OF TEXAS §

COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR TRAUMA FOCUESD MUSIC THERAPY SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Blue Sky Abilities, LLC, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified counselor to provide Trauma Focused Music Therapy for Travis County referred participants of the Collaborative Opportunities for Positive Experiences (COPE) Program & The Crossover Unit, for Travis County and;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 **DEFINITIONS**

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and Blue Sky Abilities, LLC.

1.5 "Is doing business" and "has done business" mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Chief Juvenile Probation Officer of Travis County Juvenile Probation Department or her designee.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be

performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR was the alleged or designated perpetrator.

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR that a criminal background check on every employee, intern volunteer or agent whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

3.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas

Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.19 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.20 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.1.1 Not to exceed amount: N/A-As needed Basis
- 4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services
2515 South Congress Avenue.
Austin, Texas 78704.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

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

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR shall indemnify the COUNTY, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 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 CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold

further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

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

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E –Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom

the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. CPPO (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Blue Skies Abilities, Inc.
P.O. Box 151173
Austin, TX 78715

(512) 924-1111

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this COUNTY, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the

Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. 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 TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that

no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 **Binding Contract.** Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 **Performance of Other Services.** As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 **Survival.** Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 **Interpretational Guidelines**

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

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

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

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

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Blue Sky Abilities, LLC

Travis County

Donna Miller

By: Donna Miller, Executive Dr.
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 3/17/13

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

Cyd Grimes, C.P.M., CPPO Purchasing Agent

**Attachment A
Scope of Services**

CONTRACTOR, Blue Sky Abilities, LLC, shall provide professional confidential trauma focused music therapy for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter referred to as the "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below.

- 1. Youth will be identified and referred to CONTRACTOR for music therapy by the Department.**
- 2. The Department will identify youth who are to be provided music therapy and CONTRACTOR will only provide such service(s) as designated.**
- 3. CONTRACTOR will give these youth priority in scheduling appointments for music therapy, whenever possible.**
- 4. CONTRACTOR agrees to contact the COPE or Crossover Unit Manager within twenty-four (24) hours when a youth does not attend a scheduled music therapy session or when one is cancelled.**
- 5. CONTRACTOR may terminate services with approval from the COPE or Crossover Manager, if the youth/family cancels or does not appear for three (3) consecutive scheduled appointments or sessions.**
- 6. CONTRACTOR agrees that no payment will be provided for music therapy sessions that do not occur, regardless of advance cancellation or failure to appear by the youth.**
- 7. If music therapy services are requested by the Department, then CONTRACTOR shall provide therapy services to youth participants of COPE or the Crossover Unit during individual music therapy sessions, as follows:**
 - 7.1 Sessions will be in the CONTRACTOR'S office or in a community-based setting.**
 - 7.2 The first music therapy session will be provided within five (5) working days of the initial intake.**
 - 7.3 The length of each individual session will be 60 minutes in duration.**
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experiences in the youth's past or current trauma that has been conducive to escalating behaviors or the need of increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth, and address specific goals in the COPE or Crossover Unit Individual/family case plan or any other goals set forth by the CONTRACTOR.**

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify the frequency.**
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.**
- 7.7 CONTRACTOR will notify the COPE or Crossover Manager within forty-eight (48) hours when the music therapy sessions are reduced due to lack of progress with the youth or termination of services for the youth.**
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains prior written authorization from the Department.**
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. The progress report will address the youth's compliance in keeping appointments and any failure to appear for scheduled appointments. The music therapist will also provide update information on the youth's progress with therapy.**
- 7.10 CONTRACTOR will provide a final progress report containing outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.**

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services, Attachment A, Travis County Juvenile Probation Department shall pay Contractor at a rate of:

Music therapy\$65 per hour

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement

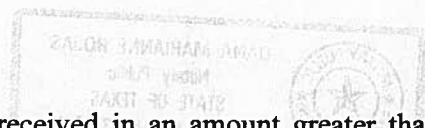
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.



ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 2/17/13
Name of Affiant: Donna Miller, Blue Sky Abilities, LLC
Title of Affiant: Executive Director
Business Name of Proponent: Blue Sky Abilities, LLC
County of Proponent: Travis

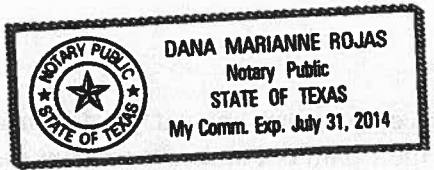
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Donna Miller, Blue Sky Abilities, LLC
Signature of Affiant
P.O. Box 151173 Austin, Tx. 78715
Address

SUBSCRIBED AND SWORN TO before me by Donna Miller on February 22, 2013.

Dana Marianne Rojas
Notary Public, State of Texas



Typed or printed name of notary
My commission expires: July 31, 2014

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 16, 2013

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Vacant	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicita Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	

Director, Health Services Division.....Beth Devery
 Attorney, Health Services Division.....Prema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV.....CW Bruner, CTP
 Purchasing Agent Assistant IV.....Lee Perry
 Purchasing Agent Assistant IV.....Jason Walker
 Purchasing Agent Assistant IV.....Richard Villareal
 Purchasing Agent Assistant IV.....Patrick Strittmatter
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV.....Loren Breland, CPPB
 Purchasing Agent Assistant IV.....John E. Pena, CTPM
 Purchasing Agent Assistant IV.....Rosalinda Garcia
 Purchasing Agent Assistant IV.....Angel Gomez*
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM
 Purchasing Agent Assistant III.....David Walch
 Purchasing Agent Assistant III.....Michael Long, CPPB
 Purchasing Agent Assistant III.....Nancy Barchus, CPPB
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III.....Sydney Ceder*
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant II.....Vacant
 Purchasing Agent Assistant II.....L. Wade Laursen*
 Purchasing Agent Assistant II.....Sam Francis*
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M.....	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte.....	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown.....	01/01/14
Executive Assistant	Julie Wheeler.....	01/01/14
Executive Assistant	Jacob Cottingham.....	01/01/14

* - Identifies employees who have been in that position less than a year.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___ YES ___ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:



The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.



The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Blue Sky Abilities, LLC
Donna Miller

EIN 20-5497897
2/17/13 Donna Miller Executive Director

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

DECLARATION

STATE OF TEXAS, COUNTY OF [County Name]

I, [Name], do hereby certify that the within and foregoing is a true and correct copy of the [Document Name] as the same appears on the records of the County of [County Name], State of Texas.

Witness my hand and seal of office this [Day] day of [Month], [Year] at [City], Texas.

[Signature of County Clerk]

[Signature of Notary Public]

NOTARY PUBLIC

I am a Notary Public for the State of Texas, my commission expires on [Date].

[Signature of Notary Public]



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

FROM: *Estela P. Medina for E.P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

RE: New Contract: Blue Skies Abilities, Inc.
Trauma Focused Music Therapy – COPE Mental Health Court and Crossover Unit

DATE: January 24, 2013

The Travis County Juvenile Probation Department is interested in entering into a contract with Blue Skies Abilities, Inc. to provide trauma focused music therapy for youth referred to the department through the COPE Mental Health Court and Crossover Unit.

The following are the funding details for this contract:

Grant:	800258
Internal Order:	100609
Product Code:	85121701
Commitment Item:	511010

Included in this packet is a Scope of Services (Attachment A) and a Fee Schedule (Attachment B).

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza, Financial Manager at 854-7008.

Cc: David Walch
Sylvia Mendoza
Darryl Beatty
Gail Penney-Chapmond
Chris Hubner

EPM:sm



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

RECEIVED
TRAVIS COUNTY
JUVENILE PROBATION DEPARTMENT
2013 JAN 10 PM 1:34
ADMINISTRATIVE
FINANCIAL SERVICES

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES

MEMORANDUM

To: Estela P. Medina, Chief Juvenile Probation Officer
Through: *Britt Canary*
Britt Canary, Deputy Chief Juvenile Probation Officer
From: *Gail Penney-Chapmond*
Gail Penney-Chapmond, Director of Specialized Services
Date: January 3, 2013
Subject: Request to Contract

*Approved
EM
1-24-13
EM*

This is to request your approval to enter into a professional services contract with Blue Skies Abilities Inc. to provide trauma focused music therapy for the COPE Mental Health Court and the Crossover unit youth who are identified for the Trauma Informed Assessment and Response Program grant, funded by the Office of the Governor.

Please see attachment: Resume, Scope of Services and Fee Schedule.

Cc: Chris Hubner

Attachment A Scope of Services

CONTRACTOR, Blue Sky Abilities, LLC, shall provide professional confidential trauma focused music therapy for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter referred to as the "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below.

1. Youth will be identified and referred to CONTRACTOR for music therapy by the Department.
2. The Department will identify youth who are to be provided music therapy and CONTRACTOR will only provide such service(s) as designated.
3. CONTRACTOR will give these youth priority in scheduling appointments for music therapy, whenever possible.
4. CONTRACTOR agrees to contact the COPE or Crossover Unit Manager within twenty-four (24) hours when a youth does not attend a scheduled music therapy session or when one is cancelled.
5. CONTRACTOR may terminate services with approval from the COPE or Crossover Manager, if the youth/family cancels or does not appear for three (3) consecutive scheduled appointments or sessions.
6. CONTRACTOR agrees that no payment will be provided for music therapy sessions that do not occur, regardless of advance cancellation or failure to appear by the youth.
7. If music therapy services are requested by the Department, then CONTRACTOR shall provide therapy services to youth participants of COPE or the Crossover Unit during individual music therapy sessions, as follows:
 - 7.1 Sessions will be in the CONTRACTOR'S office or in a community-based setting.
 - 7.2 The first music therapy session will be provided within five (5) working days of the initial intake.
 - 7.3 The length of each individual session will be 60 minutes in duration.
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experiences in the youth's past or current trauma that has been conducive to escalating behaviors or the need of increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth, and address specific goals in the COPE or Crossover Unit Individual/family case plan or any other goals set forth by the CONTRACTOR.

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify the frequency.
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.
- 7.7 CONTRACTOR will notify the COPE or Crossover Manager within forty-eight (48) hours when the music therapy sessions are reduced due to lack of progress with the youth or termination of services for the youth.
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains prior written authorization from the Department.
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. The progress report will address the youth's compliance in keeping appointments and any failure to appear for scheduled appointments. The music therapist will also provide update information on the youth's progress with therapy.
- 7.10 CONTRACTOR will provide a final progress report containing outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services, Attachment A, Travis County Juvenile Probation Department shall pay Contractor at a rate of:

Music therapy\$65 per hour

OBJECTIVE

Board certified Music Therapist seeking an opportunity in mental health acute crises based intervention.

MUSIC THERAPY EXPERIENCE

ANCILLARY THERAPIST (MUSIC THERAPIST): *Seton Shoal Creek Austin, Texas* January 2012-Present

I facilitate groups in an acute care psychiatric setting. I use conventional Music Therapy techniques to facilitate groups; with patients servicing six hospital units with patients ranging from six years to adult, who are receiving acute psychiatric inpatient care. Units include; child/adolescent, chemical dependency, adult units, and psychiatric intensive care unit. Job functions include; assessing and writing measurable goals and objectives, as well as implementing a Music Therapy treatment plan congruent with the hospital treatment plan, and measuring and documenting each group. Interventions include developing positive coping skills, developing positive leisure time resources/activities, and addressing and coping with symptoms of anxiety, depression, pain, substance withdraw, suicidal thoughts, etc. Duties include attending team meetings, scheduling, developing and maintaining departmental responsibilities, communicating and collaborating with doctors, social workers, and nurses.

CONTRACT MUSIC THERAPIST: *Blue Sky Abilities LLC Austin, Texas* July 2009-Present

I facilitate community based and home based one to one music therapy sessions. I use conventional Music Therapy and Neurologic Music Therapy to facilitate sessions; with clients ranging from young child to adult, with variety of abilities and a range of deficits from severe to minimal in the cognitive, social, and motor domains. Job functions include; assessment, writing measurable goals and objectives, as well as implementing a Music Therapy treatment plan, measuring and documenting each session, and submitting a quarterly summary of progress. I utilize a range of cognitive, motor and social techniques/ strategies to create positive therapeutic engagement. I am experienced with a wide variety of musical tools including but not exclusively: guitar, piano, voice, as well as rhythmic and melodic instruments, and music.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT, *Marble Falls Texas* January 2010-June 2011

Contracting with The Marble Falls School district, duties and responsibilities included; assessment, implementing a treatment plan, writing and implementing measurable goals and objectives, and tracking long term measurable progress. Addressed Social, cognitive, and educational needs; focusing on communication and peer interaction. I coordinated with the Director of Special education, teachers, and aids

MUSIC THERAPY INTERNSHIP: *Bayes Achievement Center, Inc/Huntsville, Texas* August 2008 – May 2009

A 965 hour internship in a residential/day school education setting for children and young adults with exceptional needs in the areas of cognitive, social, and behavioral skills; specializing in Learning/Emotional disabilities, and Autism spectrum disorders, all combined with severe behavioral deficits. Duties included; Gathering student information, assessments, designing and implementing Music Therapy treatment plans, and interventions, as well as interdisciplinary collaboration. Duties also included Individual case studies and, the leading and co-leading of six music therapy classes ranging from three to ten students, low and high functioning, 8-22 years of age.

MUSIC THERAPY PRACTICUM: *Sam Houston state University, Huntsville Texas*

Spring 2008 Hospice (Odyssey House, Conroe, TX) 60 hrs. Fall 2007 Special Education (Bayes Achievement Center, Huntsville, TX) 77 hrs. Spring 2007 Rehabilitation in a Medical setting (Huntsville Memorial Hospital, Huntsville TX) 50 hrs. Fall 2006 Preschool (Discovery days, Huntsville TX) 50hrs

EDUCATION

'Robert F. Unkefer' Academy of Neurologic Music Therapy 2009 N.M.T.
Texas Behavior Support Initiative Training 9/4/2008
Sam Houston State University. 2005-2009 B.M. Music Therapy
Sam Houston State University, 1995-2001 B.S. Kinesiology

MILITARY EXPERIENCE

US NAVAL SERVICE 2000-2002

Seaman, USS NIMITZ

Served during Desert Storm, with the Deck Department, duties were 3M maintenance man, Bosen of the watch, Helmsman, Boat and Aircraft crane operator, sliding pad eye operator, signal man. Received Medal of service in South East Asia with a bronze star, South-Pac ribbon,

ADDITIONAL WORK EXPERIENCE

GUITAR INSTRUCTOR 2008-2009

Central Baptist School of the Arts/Livingston Texas & One Music Square/Huntsville Texas

SERVER/WAITER 2003-2005

Maudies Milagro/Austin, Texas

GYM MANAGER/CUSTOMER SERVICE/PERSONAL TRAINER 2002 – 2003

Kevin's City View Gym-South Austin Gym/Austin, Texas

CERTIFICATION BOARD FOR MUSIC THERAPISTS, INC.



In recognition of professional competence in clinical music therapy and having met the standards established by the Certification Board for Music Therapists, Inc.

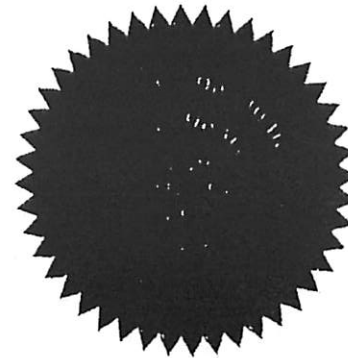
Abraham B. Ludwig

has been granted the credential of

Music Therapist - Board Certified

this 15th day of June in the year 2009.

In witness whereof, under the seal of this Board, the signatures of its duly authorized officers grant this certificate subject to the rules and regulations of the Board.



Nancy A. Hadsell

Secretary

09108

Certification Number

Lisa M. Gallagher

Chairperson

June 30, 2014

Expiration Date

CERTIFICATE *of* COMPLETION

This is to certify that:

Abraham Ludwig

has attended

Course Title - Standard First Aid with CPR/AED - Adult
and has successfully completed the following elements

AED-Adult : valid 2 Years

Adult CPR : valid 2 Years

First Aid : valid 2 Years

Conducted by Austin Travis County Integral Care

Instructor: Ken Kiff

on

03/22/2012

The American Red Cross is an authorized provider of IACET this course may be eligible for CEUs.

Contact your local chapter for details.



**American
Red Cross**



GEICO **geico.com** **Texas Liability Insurance Card**
1-800-841-3000

GOVERNMENT EMPLOYEES INSURANCE COMPANY

P.O. Box 509090 • San Diego, CA 92150-9090

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insured coverage for other persons and other vehicles as provided by the insurance policy.

Policy Number: 4153-76-97-42	Year: 2005	Make: NISSAN	Model: SNTRA1.8/S	Vehicle ID No.: 3N1CB51D25L5151*
Effective Date: 02-01-12	2011	HONDA	CR-V SE	5J6RE3H42BL0044
Expiration Date: 08-01-12				

Abraham Ludwig
Sara Ludwig

Operator(s):

ABRAHAM BUDDY LUDWIG
SARA ELIZABETH LUDWIG

10600 Archdale Dr
Austin TX 78748-2306

Agent: Not Applicable



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance
OCCURENCE POLICY FORM

Print Date: 6/25/2012



Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0414989252 from 02/11/12 to 02/11/13 at 12:01 AM Standard Time

Named Insured and Address:
Abraham B Ludwig
10600 Archdale Dr
Austin, TX 78748-2306

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty:
Music Therapist

Code:
80967

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability
Fire & Water Legal Liability
Personal Liability

Included in Professional Liability Limit shown above
Included in the PL limit shown above subject to \$150,000 aggregate sublimit
\$1,000,000 aggregate

Total: \$ 98.00

Base Premium \$98.00

Premium reflects Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121503-C	G-121501-C	G-53752-C42	G-145184-A	G-147292-A
GSL15563	GSL15564	GSL17101	GSL13424	G-123846-C42	GSL3886
GSL3908					

Thomas F. Mohamed

Chairman of the Board

John A. Ziker

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date

Endorsement Change Date:

Michael Williams

From: Michael Williams
Sent: Thursday, January 24, 2013 2:22 PM
To: Britt Canary
Subject: Blue Skies Abilities, Inc.
Attachments: Blue Skies Abilities Inc..doc; Blue Skies Abilities, Inc..pdf

Importance: High

Britt, the Chief has approved the Blue Skies contract for use of trauma focused music therapy for youth.

I know she is out for the next few days. Can you approve the transmittal letter on her behalf so I can submit to purchasing to place on Commissioner Court's agenda?

The program staff is awaiting to get the contract going so we can draw down on the grant funds and provide the services.

Thanks,

Mike

Michael N. Williams
Accountant Lead
Juvenile Probation
512-854-7011
512-854-7097 fax



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4400001366, City of Austin, for completion of a regional Community Wildfire Protection Plan and selection of a Consultant to develop the Plan.

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

This Interlocal Agreement provides for the development of a regional Community Wildfire Protection Plan (CWPP) for the City of Austin, Travis County, and members of the Joint Wildfire Task Force (JWTF) to reduce risk, loss of life and loss of property from wildfire.

The CWPP will be a multijurisdictional plan that is scalable for use by local neighborhoods, cities, and emergency service districts. A Consultant will be responsible for updating parcel data, conducting a county-wide risk assessment, and identifying best management practices for mitigating wildfire threats. Critical elements of the CWPP will include a report with data analyses and recommendations and a set of databases suitable for use with Esri ArcGIS Version 10 Service Pack 5.

The recommended consultant for completing the CWPP was selected by an evaluation committee comprised of members of the JWTF and City of Austin Purchasing. Loomis Partners, Inc. was the best of nine proposals received in response to a Request for Proposals issued by the City. The evaluation matrix is attached.

Criteria for best evaluated proposal included grasp of the requirement and its solutions, responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation, prior CWPP experience, experience with Central Texas ecology and fire ecology, and spatial analysis and modeling experience. The Consultant will be

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.

responsible for leading a robust public-involvement process using consensus-based, collaborative group planning to guide decision making for the CWPP. This process will guide CWPP development by using public involvement to define community needs and values.

When a consultant is approved by the city and county, City of Austin Purchasing will develop an agreement with that vendor. If the City is unsuccessful in negotiating a satisfactory agreement, negotiations will cease with that provider and staff will return to Commissioner's Court to request approval of another qualified vendor. City Council will consider these items on its March 7, 2013 agenda.

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

➤ **Contract-Related Information:**

Award Amount:	\$100,000.00
Contract Type:	Interlocal Agreement
Contract Period:	03-12-12 until 7 ½ Months after the execution of the Consulting Contract by the City of Austin.

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: Interlocal Agreement scheduled for City of Austin Council Action on March 7th. Original documents will be forwarded for signature after execution by the City. Once this Interlocal Agreement is fully executed the City will negotiate with, and enter into a contract with the Consultant.

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

<u>Amount</u>	<u>Department</u>	<u>Funds Reservation</u>
\$30,000	EMS Department	#300000314
\$43,550	TNR Environmental Quality	#300000326
\$26,450	TMR BCP	#300000326

Comments: Travis County's cost share was approved by Commissioner's Court October 9, 2012, (Item 9).

EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Director*

MEMORANDUM

To: Cyd V. Grimes, C.P.M., Purchasing Agent

From: Danny Hobby, County Executive, Emergency Services

Date: February 21, 2103

Subject: Interlocal Cooperation Agreement with the City of Austin to provide for joint funding and participating in completion of a regional Community Wildfire Protection Plan and the selection of a Consultant to develop the Plan

This written memorandum is to request your office to process the attached interlocal cooperation agreement and consultant selection matrix materials for Court consideration and action. This process has been on-going between various stakeholders to develop a regional wildfire protection plan.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The Interlocal Cooperation Agreement provides for development of a regional Community Wildfire Protection Plan (CWPP) for the City of Austin, Travis County, and members of the Joint Wildfire Task Force (JWTF) to reduce risks, loss of life and loss of property from wildfire.

The CWPP will be a multijurisdictional plan that is scalable for use by local neighborhoods, cities, and emergency service districts in developing their own, detailed CWPP's. A Consultant will be responsible for updating parcel data, conducting a county-wide risk assessment, and identifying best management practices for mitigating wildfire in Central Texas ecosystems. Critical elements of the CWPP will include a report with data analyses and recommendations and a set of databases suitable for use with Esri ArcGIS Version 10 Service Pack 5.

The recommended consultant for completing the CWPP was selected by an evaluation committee comprised of members of the JWTF and City of Austin Purchasing. Loomis Partners, Inc. was the best of nine proposals received in response to a Request for Proposals issued by the City. The evaluation matrix is attached.

Criteria for best evaluated proposal included grasp of the requirement and its solutions, responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation, prior CWPP experience, experience with Central Texas ecology and fire ecology, and spatial analysis and modeling experience. The Consultant

will be responsible for leading a robust public-involvement process using consensus-based, collaborative group planning to guide decision making for the CWPP. This process will guide CWPP development by using public involvement to define community needs and values.

When a consultant is approved by the city and county, City of Austin Purchasing will develop an agreement with that vendor. If the City is unsuccessful in negotiating a satisfactory agreement, negotiations will cease with that provider and staff will return to Commissioner's Court to request approval of another qualified vendor. City Council will consider these items on its March 7, 2013 agenda.

STAFF RECOMMENDATIONS: Emergency Services and TNR recommend approval of the Interlocal Agreement and the selection of Loomis Partners, Inc. as the Consultant to develop a regional Community Wildfire Protection Plan.

FISCAL IMPACT AND SOURCE OF FUNDING: The Interlocal Agreement calls for equal contributions from the City of Austin of Austin and Travis County for a maximum CWPP cost of \$200,000. The City's \$100,000 cost share will come from approved budgets of the Austin Fire Department and Wildlands Conservation Division.

The County's \$100,000 cost share was approved by Commissioner's Court October 9, 2012, (Item 9). Funds will come from the TNR and Emergency Services budgets, as follows:

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

Thank you for your assistance in this request.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney
Cyd Grimes, Purchasing Office
Marvin Brice, Purchasing Office
David Walch, Purchasing Office
Kapp Schwebke, Auditor's Office
Alan Miller, PBO

ATTACHMENTS:

Interlocal Cooperation Agreement
CWPP RFP Committee Evaluation Matrix

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY, TEXAS
FOR THE PROCUREMENT OF A CONSULTING CONTRACT FOR
ASSISTANCE WITH THE DEVELOPMENT OF A
COMMUNITY WILDFIRE PROTECTION PLAN**

THIS AGREEMENT is made and entered into by and between the following parties: Travis County, Texas, (the "County") and the City of Austin, Texas, (the "City"), for the purposes and consideration in this Agreement.

RECITALS

1. The City of Austin City Council and the Travis County Commissioners Court intend to hire a consultant for the cooperative development and implementation of a Community Wildfire Protection Plan for the Austin – Travis County project area (CWPP). The purpose of the plan is to provide information needed to reduce risks, loss of life, and loss of property from wildfire. The plan will address community needs for wildfire prevention, suppression, mitigation, and recovery in the Austin/Travis County area.
2. The City and County have determined that hiring a consultant experienced in the development of community wildfire protection plans is the most efficacious method of initiating this plan.
3. The County and City have the authority to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

AGREEMENT

In consideration of these recitals and mutual covenants in this Agreement, the parties agree as follows:

1.0 **DEFINITIONS**

- 1.1 “Agreement” means this Interlocal Cooperation Agreement between the City of Austin and Travis County, Texas for the procurement of a consulting contract for assistance with the development of a Community Wildfire Protection Plan.
- 1.2 “Consulting Contract” means the agreement being procured under this Agreement for the central Texas area, as further described throughout this Agreement.

- 1.3 “Joint Wildfire Task Force” means the group of representatives that has been organized to develop methods and plans for the prevention and control of wildfires in the central Texas area around and including the City of Austin and Travis County and includes at least the following governmental entities and their departments, and any other interested persons who may participate from time to time:
 - 1.3.1 City of Austin
 - 1.3.1.1 Austin Fire Department
 - 1.3.1.2 Office of Homeland Security and Emergency Services
 - 1.3.1.3 Austin Water Utility
 - 1.3.1.4 Watershed Protection Department
 - 1.3.2 Travis County
 - 1.3.2.1 Emergency Services Department
 - 1.3.2.2 Transportation and Natural Resources Department
 - 1.3.3 Emergency Services Districts One through Fourteen
 - 1.3.4 City of Lakeway
 - 1.3.5 Texas Forest Service
 - 1.3.6 United States Fish and Wildlife Service
- 1.4 “RFP Committee” means the committee of the Joint Wildfire Task Force formed to develop the Request for Proposals (RFP), to review Proposals, and to recommend to City Council and Commissioners Court the Consultant that the RFP Committee finds is the most competent to prepare the Community Wildfire Protection Plan. The RFP Committee consists of one representative from each of these groups:
 - 1.4.1 City of Austin
 - 1.4.2 Travis County
 - 1.4.3 Joint Wildfire Task Force
 - 1.4.4 Capital Area Fire Chiefs’ Association
 - 1.4.5 Travis County Small Cities/Villages Group
 - 1.4.6 City of Austin Office of Homeland Security & Emergency Management

2.0 SELECTION OF CONSULTANT

- 2.1 Under the Consulting Contract, the consultant shall be required to conduct a county-wide risk assessment, identify appropriate strategies and practices for mitigating wildfire in Central Texas ecosystems, and prepare a Community Wildfire Protection Plan in consultation with the Joint Wildfire Task Force. The Community Wildfire Protection Plan shall provide data for neighborhoods, cities, emergency services districts, and the county to prepare local community wildfire protection plans in addition to the overall plan.
- 2.2 City and County jointly agree to follow City of Austin Purchasing procedures to procure the Consulting Contract. The City, through its Purchasing Department, will perform all administrative duties necessary to procure the services of a consultant and enter into a Consulting Contract.

- 2.3 City and County shall jointly select a proposer with which to enter into a Consulting Contract through participation in the Joint Wildfire Task Force RFP Committee. The RFP Committee shall recommend the successful proposer to City Council and Commissioners Court for approval.
- 2.4 City and County shall jointly negotiate and enter into the Consulting Contract with the selected proposer. The total compensation under the Consulting Contract, including any expenses to be reimbursed, shall not exceed \$200,000.00. The Consulting Contract shall be prepared in multiple counter parts.
- 2.5 In the event that City Council selects a Consultant that is not acceptable to the County, the County reserves the right to withdraw from financial participation in the CWPP. In the event that the County selects a Consultant that is not acceptable to the City, the City Council reserves the right to withdraw from financial participation in the CWPP.
- 2.6 City and County designate the Austin Fire Department as being responsible for supervision of the Consultant and administration of the Consulting Contract.

3.0 OVERSIGHT OF PLANNING PROCESS FOR COMMUNITY WILDFIRE PROTECTION PLAN

- 3.1 City and County shall cooperatively oversee the planning process for the development of a Community Wildfire Protection Plan for the central Texas area in conjunction with the Joint Wildfire Task Force RFP Committee.
- 3.2 A joint management team, comprised of one representative from the Austin Fire Department, one representative from the Austin Water Utility and one representative from Travis County, shall oversee the work performed by the Consultant. City and County shall each review the Community Wildfire Protection Plan for the central Texas region prepared by the consultant under the Consulting Contract. The plan must be acceptable to both City and County.

4.0 BILLING AND PAYMENT

- 4.1 City and County shall share equally the amounts payable under the Consulting Contract, not to exceed \$100,000 each.
- 4.2 If another member of the Joint Wildfire Task Force provides any amount to assist in funding the Consulting Contract, then City and County shall apply the amount provided to the amounts owing pursuant to the Consulting Contract and share equally in the remainder payable under the Consulting Contract.

- 4.3 The County will provide \$100,000 to the City no later than thirty (30) days after the execution of this Agreement, unless otherwise agreed to by the County and the City in writing. Any additional funding will require the approval of the Travis County Commissioners Court.
- 4.4 The City Treasurer shall act as Escrow Agent for the management of the County's funds. The City may retain income earned on the escrowed funds, if any. The City Treasurer shall not release any portion of the escrowed amount for any other purpose than payment of invoices due under the terms of the Consulting Contract and paid in compliance with 4.5. Any unused portion of the \$100,000 provided by the County under this Agreement will be paid to the County within thirty (30) calendar days after the completion of the Consulting Contract or termination of this Agreement, whichever occurs first. The City shall provide the County with an accounting of the deposits to and disbursements from the County's escrow account upon request and at the completion of the Consulting Contract or termination of this Agreement. The City will make its records available, at reasonable times, to the County's internal and external auditors, its independent financial advisors or other professionals who provide arbitrage rebate calculations to the County.
- 4.5 The City Treasurer shall timely pay submitted invoices for the Consulting Contract. The invoices for the Consulting Contract will be paid on the basis of work completed in accordance with associated Consulting Contract. The City Treasurer shall not pay any invoices from the consultant unless Travis County's designated project manager has approved that invoice.

5.0 TERM AND TERMINATION

- 5.1 This Agreement becomes effective on the date the last required signature is affixed. This agreement terminates seven and one half months (7 ½) after the execution of the Consulting Contract, which allows forty five (45) days for payment after the six (6) months allowed for the performance of the Consulting Contract.
- 5.2 If the parties fail to reach agreement about the proposer to which the Consulting Contract will be awarded, either party may terminate this Agreement by providing the other with thirty (30) days' written notice of the effective date of termination.
- 5.3 If the Travis County Commissioners Court or the City of Austin City Council fails to provide funding for this Agreement, this Agreement shall terminate and the County or City as applicable shall so notify the other party with written notice thirty (30) days' prior to the effective date of termination.

- 5.4 Any violations of any of the terms or conditions of this Agreement by either party are grounds for termination of this Agreement at the sole option of the other. The non-violating party shall notify the other party in writing in compliance with 6.9 of any violation of the terms or conditions, and the other party shall have a reasonable time in which to correct any violation, provided, however, that such reasonable time shall not exceed thirty (30) days after receipt of written notification. Upon failure to correct a violation within thirty days after receipt of notice, the non-violating party shall have the right, at its sole option, to terminate this Agreement, provided, however, that the other party shall remain liable following such termination for any damages occurring as a result of any violation of the terms or conditions of this Agreement. All rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.5 It is understood that upon termination of this Agreement for any reason, all files, related data or information gathered by the consultant shall remain the property of the County and City.
- 5.6 Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligations hereunder except for (1) obligations accruing prior to the date of termination, and (2) obligations, promises, or covenants contained herein that extend beyond the terms of this Agreement.
- 6.0 MISCELLANEOUS
- 6.1 The party or parties paying for the performance of governmental functions or services shall make these payments from current revenues available to the paying party.
- 6.2 This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Travis County, Texas, and venue for any action arising hereunder shall be in Travis County, Texas.
- 6.3 The City and County shall comply with all laws, rules and regulations applicable to performance of this Agreement.
- 6.4 To the extent provided by Texas law, the City and the County are each responsible for their own negligent acts and omissions in the activities undertaken pursuant to this Agreement.
- 6.5 All questions or disputes that may arise between the County and City relative to the performance of this Agreement may be referred to an agreed upon mediator for informal mediation. Lacking resolution of a dispute through mediation, further recourse by either or both parties shall be through the appropriate court of law having jurisdiction over such matters.

- 6.6 It is expressly understood and agreed that this Agreement does not waive any immunity or defense that would be otherwise available to a party against third-party claims arising from activities performed under this Agreement.
- 6.7 This Agreement is not intended to confer any rights upon any private person, firm, corporation or other entity not a party to it, and any such person or entity shall not have any cause of action under this Agreement. This Agreement is not intended to and does not authorize expenditure or reimbursement of any funds. This Agreement shall not be interpreted as limiting, superseding, or otherwise affecting any party's normal operations or decisions in carrying out its statutory or regulatory duties. This Agreement does not limit or restrict the City or County from participating in similar activities or agreements with other entities.
- 6.8 The terms and conditions set forth in this Agreement constitute the entire agreement between the parties and any oral representations on the part of either party, its representatives or assigns, shall have no force or effect whatsoever.
- 6.9 Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing. Notices shall be considered delivered three (3) business days after postmarked if sent, postage prepaid, by U.S. Postal Service Certified or Registered Mail, addressed to the person designated for receipt of notice, and Return Receipt requested. Notices delivered by facsimile or courier shall be considered delivered upon receipt of a successful facsimile or courier confirmation report; provided the notice is specifically addressed to the attention of the person designated for notice. A party may change its information under this Section by providing notice of the change. The parties may make routine communications by first class mail, fax, or other commercially accepted means. Notices to the City and County shall be addressed as follows:

County: Cyd Grimes (or successor)
 Purchasing Agent
 P. O. Box 1748
 Austin, Texas 78767-1748
 Phone: 512-854-9700
 Facsimile: 512-854-9185

City: Jeff Dilbert (or successor)
 Corporate Purchasing Manager
 124 W. 8th St, Ste 308
 Austin, TX 78701
 Phone: 512-974-2021
 Facsimile: 512-974-2388

- 6.10 This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties to it. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization.
- 6.11 No official, representative, agent, or employee of Travis County, Texas, has any authority to modify, discharge, or change this Agreement or give any consent, waiver, approval or authorization under it, unless expressly granted that specific authority by the Travis County Commissioners Court by separate action of the Commissioners Court.
- 6.12 No official, representative, agent, or employee of the City of Austin, Texas, has any authority to modify this Agreement, unless expressly granted that specific authority by the Austin City Council by separate action of the City Council.
- 6.13 The parties agree to execute other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.
- 6.14 Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- 6.15 Any act of forbearance by either party to enforce any provision of this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party 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.
- 6.16 When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. Saturdays, Sundays, and County or City holidays shall be omitted from the computation.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

CITY OF AUSTIN

TRAVIS COUNTY, TEXAS

By: _____
 Name: Michael C. McDonald
 Title: Deputy City Manager

By: _____
 Samuel T. Biscoe
 County Judge

Date: _____, 2013

Date: _____, 2013

CITY:

APPROVED AS TO FORM:

Assistant City Attorney

COUNTY:

APPROVED AS TO FORM:

County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

Nicki Riley, Travis County Auditor

Date: _____

COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:

Cyd V. Grimes, Travis County Purchasing Agent

Date: _____

	NRG	CSA	Wildland Fire	Anchor Point	SWCA	Chloeta	Loomis	Geo Elements	AMEC
	Bayfield, CO	Stuart, FL	Brentwood, MO	Boulder, CO	Austin, TX	Oklahoma City, OK	Austin, TX	Leeds, UT	Austin, TX
1) System concept and solutions; grasp of the requirement and its solutions, responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation. Maximum	27	35	26	45	42	18	46	36	38
2) Proposed Cost Maximum 20 Points	19	14	15	15	17	15	14	20	16
3) Prior CWPP Experience Maximum 10 Points	5	8	5	9	9	3	7	5	3
4) Experience with Central Texas ecology and fire ecology Maximum 10 Points	0	4	2	3	7	1	10	4	5
5) Spatial analysis and modeling experience Maximum 10 Points	6	8	6	8	8	4	9	7	7
6) Local Business Presence Maximum 10 points	0	1	0	0	10	0	10	0	10
SUB-TOTAL 110 points	57	69	54	80	93	40	96	72	78
Optional - detailed assessment activities may be conducted at the discretion of the City. Maximum 40 Points.	N/A	N/A	N/A	N/A	23*	N/A	31*	N/A	N/A
TOTAL POINTS	57	69	54	80	116	40	127	72	78



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

DECLARE REMINGTON MODEL 700 RIFLES AS SURPLUS AND AUTHORIZE TRADE-IN FOR AMMUNITION, PURSUANT TO SECTION 263.152(A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE.

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

TCSO requests approval to trade in six existing Remington 700 rifles for a \$1,200.00 credit towards the purchase of ammunition. These Remington 700 Rifles are no longer used and have been stored in a safe within the TCSO SWAT armory. Due to their age and previous use, the rifles are in need of new barrels and trigger groups. The cost to repair these rifles is more than the rifles are worth.

TCSO recommends purchasing ammunition for \$1,316.50. With the trade in allowance of \$1,200.00, the net price will be \$116.50. This will serve the needs of TCSO as they are mandated to qualify with their weapons annually and they will utilize this ammunition in doing so.

Inventory:

Remington 700 Rifle, Asset # 1031069, Serial # C6368638
Remington 700 Rifle, Asset # 1039072, Serial # C6636488
Remington 700 Rifle, Asset # 1039071, Serial # C6584242
Remington 700 Rifle, Asset # 1039070, Serial # C6531799
Remington 700 Rifle, Asset # 1013527, Serial # G6471131
Remington 700 Rifle, Asset # 1013526, Serial # G6471151



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

Memorandum

March 1, 2013

To: Cyd Grimes, County Purchasing Agent

From: Al LeBlanc, Lieutenant, TCSO SWAT

Handwritten signature of Al LeBlanc with the number 856.

Reference: Trade in of six Remington Model 700 Rifles by TCSO for credit towards the purchase of ammunition.

Proposed Motion:

Approve trade in by TCSO of six Remington Model 700 Rifles for an \$1,200.00 credit towards the purchase of ammunition.

Summary and Staff Recommendations:

TCSO requests approval to trade in six existing Remington 700 rifles for a \$1,200.00 credit towards the purchase of ammunition. These Remington 700 Rifles are no longer used and have been stored in a safe within the TCSO SWAT armory. Due to their age and previous use, the rifles are in need of new barrels and trigger groups. The cost to repair these rifles is more than the rifles are worth.

TCSO recommends purchasing ammunition for \$1,316.50. With the trade in allowance of \$1,200.00, the net price will be \$116.50. This will serve the needs of TCSO as they are mandated to qualify with their weapons annually and they will utilize this ammunition in doing so.

The rifles we request approval to trade in are:

Remington 700 Rifle, Tag # 1031069, Serial # C6368638
Remington 700 Rifle, Tag # 1039072, Serial # C6636488
Remington 700 Rifle, Tag # 1039071, Serial # C6584242
Remington 700 Rifle, Tag # 1039070, Serial # C6531799
Remington 700 Rifle, Tag # 1013527, Serial # G6471131
Remington 700 Rifle, Tag # 1013526, Serial # G6471151



Safety, Integrity, Tradition of Service

Background:

In 2011, TCSO replaced their aging Remington Model 700 precision rifles with LaRue Tactical precision rifles. These Remington Model 700 Rifles are no longer used and have been stored in a safe within the TCSO SWAT armory. The barrels on these rifles are rated at 10,000 rounds fired. Each of these rifles is either over or very close to the 10,000 rounds fired. If TCSO keeps these rifles, the barrels would need to be replaced. Moreover, the trigger groups on each of these rifles are due to be replaced. The cost to repair these rifles is more than the rifles are worth.

We have stripped the rifles of their optics, bases, rings and bipods and have installed those items on other TCSO rifles. On 02-01-13, GT Distributors graded these rifles and has agreed to purchase them at the cost of \$200.00 each, for a total of \$1,200.00.

We request the Court authorize their sale to GT Distributors, Inc. in exchange for a credit of \$1,200.00.

We appreciate the continued support of the Commissioner's Court in our endeavors to serve all of the citizens of Travis County.

Issues and Opportunities:

TCSO Deputies must qualify with their duty weapons annually to comply with state law. This ammunition would help facilitate this compliance.

Budgetary and Fiscal Impact:

Trade in of the six Remington 700 rifles will result in a \$1,200.00 savings toward the purchase of new ammunition.

cc: Greg Hamilton, TCSO Sheriff
Jim Sylvester, TCSO Chief Deputy
Phyllis Clair, TCSO Major
Paul Knight, TCSO Captain

Asset Master Record Detail Report

Data Warehouse Last Refresh: 02/25/2013 02:40:05 AM

Asset Desc	S/N	Asset (SAP) #	Inventory (tag) #	Resp Cost Center - Dept	Location Key	Location	Room	Employee	Acquisition Value
RIFLE REMINGTON 308 CAL MODEL 700	C6368638	1039069	#	1370750001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	ANTHONY BRUCE HOSTETLER	\$ -
RIFLE REMINGTON 308 CAL MODEL 700	C6531799	1039070	#	1370750001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	ANTHONY BRUCE HOSTETLER	\$ -
RIFLE REMINGTON 308 CAL MODEL 700	C6584242	1039071	#	1370750001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	ANTHONY BRUCE HOSTETLER	\$ -
RIFLE REMINGTON 308 CAL MODEL 700	C6636488	1039072	#	1370750001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	ANTHONY BRUCE HOSTETLER	\$ -
RIFLE REMINGTON 308 MODEL 700	G6471131	1013527	#	1370750001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	ANTHONY BRUCE HOSTETLER	\$ 679.00
RIFLE REMINGTON 308 MODEL 700	G6471151	1013526	#	1370750001	KEITHRUIZ	5555 Airport Ruiz Bldg	#	ANTHONY BRUCE HOSTETLER	\$ 679.00



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0063260
Date	2/15/2013
Page:	1

Bill To:

Travis Co (TX)
 County Auditor
 P.O. Box 1748
 Austin TX 78767

Ship To:

Travis Co (TX)
 5555 Airport Blvd
 Attn: Lt Le Blanc
 Austin TX

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
RIFLE TRADE	000001	BF		NET 15	0/0/0000	974,858

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
6	CREDIT	Credit Issued For REM 700 RIFLES	EA	\$200.00	\$1,200.00

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman was Brad.
 Thank-you for your business.

Subtotal	\$1,200.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$1,200.00



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AMEND JOINT POWERS AGREEMENT TO EXTEND MEMBERSHIP TO BURNET COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

Please see attached.

ISSUES AND OPPORTUNITIES:

Please see attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
JOINT POWERS AGREEMENT**

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

THIS AGREEMENT made this _____ day of _____, 20~~10~~13, by and between the State of Texas, acting by and through its Executive Director of the Texas Department of Transportation, (hereinafter referred to as the State); the City of Austin (the City); the County of Travis (Travis County); the County of Williamson (Williamson County); the County of Hays (Hays County); and the Capital Metropolitan Transportation Authority (Capital Metro):

WITNESSETH

WHEREAS, Section 134, Title 23, United States Code (23 USC 134) requires that a metropolitan planning organization be designated for each urbanized area of more than 50,000 population by agreement among the Governor and units of general purpose local government which together represent at least 75 percent of the affected population (including the central city or cities as defined by the Bureau of the Census) or in accordance with procedures established by applicable State or local law; and,

WHEREAS, the State, the City, and Travis County on April 6, 1973, did agree to participate in a continuing, comprehensive, cooperative transportation planning process for the Austin metropolitan area as provided in the Federal-Aid Highway Act of 1962; and,

WHEREAS, said agreement was amended on September 30, 1976, June 28, 1984, September 5, 1996, February 3, 2003, ~~and~~ February 26, 2007 and April 7, 2010 to revise the organization and responsibilities for the Capital Area Metropolitan Planning Organization; and,

WHEREAS, it is the further desire of the signatory agencies that the Study organization be revised to provide a one-committee structure composed principally of local elected officials of a unit of general purpose government which have responsibility for project implementation within the study area;

1 **NOW, THEREFORE**, it is hereby agreed that the aforementioned agreement of February 26,
2 2007 shall be considered null and void and shall be replaced in its entirety by this agreement
3 with the organization and responsibilities as set out in the following paragraphs:

4
5 **I. ORGANIZATION**
6

7 A Transportation Policy Board will furnish policy guidance and direction for the continuing
8 transportation study. Membership on the Transportation Policy Board will consist of:

- 9 1. Four members from the Austin City Council.
- 10 2. One member from the Round Rock City Council.
- 11 3. One member of the Cedar Park City Council.
- 12 4. One member of the San Marcos City Council.
- 13 5. One member from the Georgetown City Council.
- 14 6. One member from the Pflugerville City Council.
- 15 7. Three members of the Travis County Commissioners' Court.
- 16 8. One member to be appointed by the Travis County Commissioners' Court.
- 17 9. One member of the Williamson County Commissioners' Court.
- 18 10. One member of the Hays County Commissioners' Court.
- 19 11. One member of the Bastrop County Commissioners' Court.
- 20 12. One member of the Caldwell County Commissioners' Court ~~or the Court's designee until~~
- 21 ~~January 1, 2015.~~
- 22 ~~13. One member of the Burnet County Commissioners' Court.~~
- 23 ~~14. One representative from the Capital Metropolitan Transportation Authority.~~
- 24 ~~15. One representative from the Texas Department of Transportation Austin District.~~

25
26 Once a CAMPO member city reaches a population of 50,000 persons or more, as
27 determined by the U.S. Census Bureau in its most recent annual population estimate, a City
28 Council Member from that city shall be added to the Transportation Policy Board.

29
30 The voting membership shall be as follows:

31 **VOTING MEMBERSHIP**

32	City of Austin	4
33	City of Round Rock	1
34	City of Cedar Park	1

1	City of San Marcos	1
2	City of Georgetown	1
3	City of Pflugerville	1
4	Travis County	3
5	Travis County appointee	1
6	Williamson County	1
7	Hays County	1
8	Bastrop County	1
9	Caldwell County	1
10	<u>Burnet County</u>	<u>1</u>
11	Texas Department of Transportation	1
12	Capital Metropolitan Transportation Authority	1
13	Any City in the CAMPO area that reaches a population	
14	of 50,000 or more as detailed above	1

16 Each entity that appoints a member shall designate its representatives and alternates to
 17 the Transportation Policy Board and when necessary fill vacancies among its members on
 18 the Board. Entities selecting elected members of the Transportation Policy Board shall
 19 assure racial and ethnic minority representation on the Board that reflects the minority
 20 population of each county, to the maximum extent possible.

21
 22 **AFFILIATE NON-VOTING MEMBERSHIP**

23
 24 In addition to the voting members, there will be affiliate non-voting membership, including,
 25 but not limited to the list below. The Transportation Policy Board may add or make
 26 changes to the affiliate non-voting membership:

- 27 • Capital Metropolitan Transportation Authority, General Manager
- 28 • Federal Highway Administration
- 29 • Federal Transit Administration
- 30 • Texas Department of Transportation, Transportation Planning and
- 31 Programming Division, Austin
- 32 • University of Texas at Austin

33
 34 The function of the Transportation Policy Board shall be as follows:

- 1 1. Provide policy guidance for the transportation planning process.
- 2 2. Carry out in cooperation with the State and local governments and annually certify
- 3 a transportation planning process that is in full compliance with Federal
- 4 requirements outlined in 23 USC 134, Section 8 of the Federal Transit Act, as
- 5 amended (49 USC 7504, 7506, (c) and (d)) as well as other applicable
- 6 requirements as specified in 23 CFR 450.114.
- 7 3. Set goals and cooperatively determine the responsibilities of the participating
- 8 agencies for planning tasks in the annual Unified Planning Work Program.
- 9 4. Adopt and review a transportation plan which provides for both the near-term
- 10 and long-term needs of persons and goods in the study area at least every five
- 11 years and recommend its adoption and implementation by local governments and
- 12 state agencies.
- 13 5. Develop in cooperation with the State and local governments and endorse a
- 14 staged multiyear transportation improvement program at least every two years
- 15 which includes projects in or serving the urbanized areas, initiated by the
- 16 implementing agencies, and consistent with the transportation plan.
- 17 6. Adopt a Public Involvement Program that includes participation in the development
- 18 of the Transportation Plan, the Transportation Improvement Program, Major
- 19 Investment Studies, and other plans and programs.
- 20 7. Designate such offices, special committees or task forces as found necessary to
- 21 carry out the planning process.
- 22 8. Appoint the CAMPO Executive Director.
- 23 9. Meet at intervals as necessary to perform its functions.
- 24 10. Adopt internal bylaws and operating procedures consistent with this agreement.

25 26 27 **II. METROPOLITAN AREA BOUNDARY**

28
29 The boundary of the Capital Area Metropolitan Planning Organization shall be
30 determined by agreement between the Transportation Policy Board and the Governor in
31 accordance with 23 USC 134. The CAMPO area shall cover at least the existing
32 urbanized area and the contiguous area expected to become urbanized within the twenty
33 year forecast period and may encompass the entire metropolitan statistical area, as
34 defined by the Bureau of the Census. After each decennial census, the Transportation

1 Policy Board shall consider appropriate revisions to the CAMPO area to include every
2 county in the metropolitan statistical area with a population that exceeds 100,000
3 residents.

4 5 **III. CAMPO EXECUTIVE DIRECTOR AND CAMPO OFFICE**

6
7 A CAMPO Executive Director shall be appointed by the Transportation Policy Board to
8 work in close cooperation with representatives of the State, local governments, and
9 agencies within the study area. The principal duties of the CAMPO Executive Director and
10 CAMPO office will be as follows:

- 11 1. Arrange for meetings of the Transportation Policy Board and any other special
12 committee or task force created by the Committee.
- 13 2. Maintain the records, meeting minutes, library, and other documents or
14 correspondence associated with the functions of the Transportation Policy Board.
- 15 3. Maintain liaison and act in an advisory capacity to the Transportation Policy Board.
- 16 4. Coordinate and maintain liaison with the staffs of the agencies participating in the
17 CAMPO transportation planning process.
- 18 5. Coordinate the development of the Unified Planning Work Program, Transportation
19 Plan, Transportation Improvement Program, and Major Investment Studies in
20 cooperation with participating agencies.
- 21 6. Report to the Transportation Policy Board on the status of the transportation planning
22 process and recommend special studies, revisions to the Transportation Plan,
23 Transportation Improvement Program, Major Investment Studies, or Unified Planning
24 Work Program.
- 25 7. Supervise the CAMPO staff and direct the activities of all personnel hired or
26 contracted with CAMPO as identified in the Unified Planning Work Program.
- 27 8. Advise the Transportation Policy Board on consistency of the CAMPO work program
28 and Committee actions with applicable federal and state laws and regulations.

29 30 **IV. STUDY FINANCING**

31
32 The expenses involved in the continuing planning process, data gathering, review and
33 updating the CAMPO plans and programs will be assumed by the participating agencies
34 as set forth in the Unified Planning Work Program.

35 36 **V. AGREEMENT MODIFICATION OR TERMINATION**

1
2
3
4

This agreement may be supplemented or renegotiated as necessary to meet changing conditions. By mutual agreement the parties hereto may terminate this agreement

1 **IN WITNESS WHEREOF**, the Parties have hereunto affixed their signatures on the dates indicated.

2

3 **STATE OF TEXAS**

4

5 Certified as being executed for the purpose and effect of activating and/or carrying out the
6 orders, established policies, or work programs heretofore adopted by the Texas Transportation
7 Commission.

8

9 By: _____

10 Executive Director

11

12 Date: _____

13

14 **RECOMMENDED FOR EXECUTION:**

15

16 _____

17 District Engineer - Austin District

18

19 _____

20 Deputy Executive Director

21

22

23

24 **CITY OF AUSTIN**

25

26

27 By: _____

28 City Manager

29

30 Date: _____

31

32 **APPROVED AS TO FORM:**

33

34 _____

35 City Attorney

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COUNTY OF TRAVIS

By: _____
County Judge

Date: _____

ATTEST: _____
County Clerk

COUNTY OF WILLIAMSON

By: _____
County Judge

Date: _____

ATTEST: _____
County Clerk

COUNTY OF HAYS

By: _____
County Judge

Date: _____

ATTEST: _____
County Clerk

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
President/CEO

Date: _____

1 **CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**
2 **JOINT POWERS AGREEMENT**

3
4 **STATE OF TEXAS** **§**

5 **§**
6 **COUNTY OF TRAVIS** **§**
7

8
9 **THIS AGREEMENT** made this _____ day of _____, 2013, by and between the State of
10 Texas, acting by and through its Executive Director of the Texas Department of Transportation,
11 (hereinafter referred to as the State); the City of Austin (the City); the County of Travis (Travis
12 County); the County of Williamson (Williamson County); the County of Hays (Hays County); and
13 the Capital Metropolitan Transportation Authority (Capital Metro):

14
15 **WITNESSETH**

16
17 **WHEREAS**, Section 134, Title 23, United States Code (23 USC 134) requires that a metropolitan
18 planning organization be designated for each urbanized area of more than 50,000 population
19 by agreement among the Governor and units of general purpose local government which
20 together represent at least 75 percent of the affected population (including the central city or
21 cities as defined by the Bureau of the Census) or in accordance with procedures established by
22 applicable State or local law; and,
23

24 **WHEREAS**, the State, the City, and Travis County on April 6, 1973, did agree to participate in a
25 continuing, comprehensive, cooperative transportation planning process for the Austin metropolitan
26 area as provided in the Federal-Aid Highway Act of 1962; and,
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28 **WHEREAS**, said agreement was amended on September 30, 1976, June 28, 1984, September 5,
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30 responsibilities for the Capital Area Metropolitan Planning Organization; and,
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32 **WHEREAS**, it is the further desire of the signatory agencies that the Study organization be
33 revised to provide a one-committee structure composed principally of local elected officials of a
34 unit of general purpose government which have responsibility for project implementation within
35 the study area;
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5
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- 14 6. One member from the Pflugerville City Council.
- 15 7. Three members of the Travis County Commissioners' Court.
- 16 8. One member to be appointed by the Travis County Commissioners' Court.
- 17 9. One member of the Williamson County Commissioners' Court.
- 18 10. One member of the Hays County Commissioners' Court.
- 19 11. One member of the Bastrop County Commissioners' Court.
- 20 12. One member of the Caldwell County Commissioners' Court or the Court's designee until
21 January 1, 2015.
- 22 13. One member of the Burnet County Commissioners' Court.
- 23 14. One representative from the Capital Metropolitan Transportation Authority.
- 24 15. One representative from the Texas Department of Transportation Austin District.

25
26
27
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29

Once a CAMPO member city reaches a population of 50,000 persons or more, as
determined by the U.S. Census Bureau in its most recent annual population estimate, a City
Council Member from that city shall be added to the Transportation Policy Board.

30 The voting membership shall be as follows:

31 **VOTING MEMBERSHIP**

32 City of Austin	4
33 City of Round Rock	1
34 City of Cedar Park	1

1	City of San Marcos	1
2	City of Georgetown	1
3	City of Pflugerville	1
4	Travis County	3
5	Travis County appointee	1
6	Williamson County	1
7	Hays County	1
8	Bastrop County	1
9	Caldwell County	1
10	Burnet County	1
11	Texas Department of Transportation	1
12	Capital Metropolitan Transportation Authority	1
13	Any City in the CAMPO area that reaches a population	
14	of 50,000 or more as detailed above	1

15
16 Each entity that appoints a member shall designate its representatives and alternates to
17 the Transportation Policy Board and when necessary fill vacancies among its members on
18 the Board. Entities selecting elected members of the Transportation Policy Board shall
19 assure racial and ethnic minority representation on the Board that reflects the minority
20 population of each county, to the maximum extent possible.

21
22 **AFFILIATE NON-VOTING MEMBERSHIP**

23
24 In addition to the voting members, there will be affiliate non-voting membership, including,
25 but not limited to the list below. The Transportation Policy Board may add or make
26 changes to the affiliate non-voting membership:

- 27 • Capital Metropolitan Transportation Authority, General Manager
- 28 • Federal Highway Administration
- 29 • Federal Transit Administration
- 30 • Texas Department of Transportation, Transportation Planning and
- 31 Programming Division, Austin
- 32 • University of Texas at Austin

33
34 The function of the Transportation Policy Board shall be as follows:

- 1 1. Provide policy guidance for the transportation planning process.
- 2 2. Carry out in cooperation with the State and local governments and annually certify
- 3 a transportation planning process that is in full compliance with Federal
- 4 requirements outlined in 23 USC 134, Section 8 of the Federal Transit Act, as
- 5 amended (49 USC 7504, 7506, (c) and (d)) as well as other applicable
- 6 requirements as specified in 23 CFR 450.114.
- 7 3. Set goals and cooperatively determine the responsibilities of the participating
- 8 agencies for planning tasks in the annual Unified Planning Work Program.
- 9 4. Adopt and review a transportation plan which provides for both the near-term
- 10 and long-term needs of persons and goods in the study area at least every five
- 11 years and recommend its adoption and implementation by local governments and
- 12 state agencies.
- 13 5. Develop in cooperation with the State and local governments and endorse a
- 14 staged multiyear transportation improvement program at least every two years
- 15 which includes projects in or serving the urbanized areas, initiated by the
- 16 implementing agencies, and consistent with the transportation plan.
- 17 6. Adopt a Public Involvement Program that includes participation in the development
- 18 of the Transportation Plan, the Transportation Improvement Program, Major
- 19 Investment Studies, and other plans and programs.
- 20 7. Designate such offices, special committees or task forces as found necessary to
- 21 carry out the planning process.
- 22 8. Appoint the CAMPO Executive Director.
- 23 9. Meet at intervals as necessary to perform its functions.
- 24 10. Adopt internal bylaws and operating procedures consistent with this agreement.

25 26 27 **II. METROPOLITAN AREA BOUNDARY**

28
29 The boundary of the Capital Area Metropolitan Planning Organization shall be
30 determined by agreement between the Transportation Policy Board and the Governor in
31 accordance with 23 USC 134. The CAMPO area shall cover at least the existing
32 urbanized area and the contiguous area expected to become urbanized within the twenty
33 year forecast period and may encompass the entire metropolitan statistical area, as
34 defined by the Bureau of the Census. After each decennial census, the Transportation

1 Policy Board shall consider appropriate revisions to the CAMPO area to include every
2 county in the metropolitan statistical area with a population that exceeds 100,000
3 residents.

4
5 **III. CAMPO EXECUTIVE DIRECTOR AND CAMPO OFFICE**
6

7 A CAMPO Executive Director shall be appointed by the Transportation Policy Board to
8 work in close cooperation with representatives of the State, local governments, and
9 agencies within the study area. The principal duties of the CAMPO Executive Director and
10 CAMPO office will be as follows:

- 11 1. Arrange for meetings of the Transportation Policy Board and any other special
12 committee or task force created by the Committee.
- 13 2. Maintain the records, meeting minutes, library, and other documents or
14 correspondence associated with the functions of the Transportation Policy Board.
- 15 3. Maintain liaison and act in an advisory capacity to the Transportation Policy Board.
- 16 4. Coordinate and maintain liaison with the staffs of the agencies participating in the
17 CAMPO transportation planning process.
- 18 5. Coordinate the development of the Unified Planning Work Program, Transportation
19 Plan, Transportation Improvement Program, and Major Investment Studies in
20 cooperation with participating agencies.
- 21 6. Report to the Transportation Policy Board on the status of the transportation planning
22 process and recommend special studies, revisions to the Transportation Plan,
23 Transportation Improvement Program, Major Investment Studies, or Unified Planning
24 Work Program.
- 25 7. Supervise the CAMPO staff and direct the activities of all personnel hired or
26 contracted with CAMPO as identified in the Unified Planning Work Program.
- 27 8. Advise the Transportation Policy Board on consistency of the CAMPO work program
28 and Committee actions with applicable federal and state laws and regulations.

29
30 **IV. STUDY FINANCING**
31

32 The expenses involved in the continuing planning process, data gathering, review and
33 updating the CAMPO plans and programs will be assumed by the participating agencies
34 as set forth in the Unified Planning Work Program.

35
36 **V. AGREEMENT MODIFICATION OR TERMINATION**

1
2
3
4

This agreement may be supplemented or renegotiated as necessary to meet changing conditions. By mutual agreement the parties hereto may terminate this agreement

1 **IN WITNESS WHEREOF**, the Parties have hereunto affixed their signatures on the dates indicated.

2

3 **STATE OF TEXAS**

4

5 Certified as being executed for the purpose and effect of activating and/or carrying out the
6 orders, established policies, or work programs heretofore adopted by the Texas Transportation
7 Commission.

8

9 By: _____

10 Executive Director

11

12 Date: _____

13

14 **RECOMMENDED FOR EXECUTION:**

15

16 _____

17 District Engineer - Austin District

18

19 _____

20 Deputy Executive Director

21

22

23

24 **CITY OF AUSTIN**

25

26

27 By: _____

28 City Manager

29

30 Date: _____

31

32 **APPROVED AS TO FORM:**

33

34 _____

35 City Attorney

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COUNTY OF TRAVIS

By: _____
County Judge

Date: _____

ATTEST: _____
County Clerk

COUNTY OF WILLIAMSON

By: _____
County Judge

Date: _____

ATTEST: _____
County Clerk

COUNTY OF HAYS

By: _____
County Judge

Date: _____

ATTEST: _____
County Clerk

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
President/CEO

Date: _____

TRAVIS COUNTY, TEXAS
AGENDA REQUEST

Work Session _____ Voting Session March 12, 2013 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, County Judge
Elected Official

Requested Text: 1. Approve April 2, 2013 as the date to hold Public Hearings concerning the proposed issuance of multifamily housing revenue bonds by Strategic Housing Finance Corporation of Travis County Multifamily Housing Revenue Bonds for the Silver Springs Apartments Project.

2. Approve April 2, 2013 as the date to hold Public Hearings concerning the proposed issuance of multifamily housing revenue bonds by Strategic Housing Finance Corporation of Travis County Multifamily Housing Revenue Bonds for the Forest Park Apartments Project.

Approved by: _____
Signature of Samuel T. Biscoe, County Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



NAMAN HOWELL
SMITH & LEE^{PLLC}
ATTORNEYS AT LAW

MEMORANDUM

from

William C. Blount

(512) 807-2454

Fax (512) 474-1901

E-mail: blount@namanhowell.com

TO: County Judge and County Commissioners

DATE: March 4, 2013

RE: Public hearing dates for proposed bond issues of Strategic Housing Finance Corporation of Travis County

Agenda Date: March 12, 2013

This item is to set public hearing dates for TEFRA hearings for 2 proposed bond transactions of Strategic Housing Finance Corporation of Travis County. Strategic is requesting the hearings for the Silver Springs Apartments and Forest Park Apartments bond financings on April 2, 2013. The hearings are requirements of the Internal Revenue Code in order for the bonds issued for the financing to be tax exempt.

The Silver Springs Apartments is an existing 360-unit residential development located at 12151 North IH 35 (between Braker Lane and Yager Lane). Forest Park Apartments is an existing 228-unit multifamily project at 1088 Park Plaza Drive, between I-35 and Cameron Drive, north of Highway 183 and south of Rundberg. The bond proceeds will be used for acquisition and rehabilitation of the properties, as well as certain costs related to the financings.

Enclosed with this memo are drafts of notices of the hearings that will be published in the [Austin American-Statesman](#).

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

TRAVIS COUNTY, TEXAS
AGENDA REQUEST

Work Session _____ Voting Session March 12, 2013 Executive Session _____
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Elected Official

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- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

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NAMAN HOWELL
SMITH & LEE^{PLLC}
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Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.



Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Receive annual report provided by Capital Metro regarding financial obligation to Travis County pursuant to section 451.460 of the Transportation Code.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Section 451.460 of the Texas Transportation code requires Capital Metro to provide an annual report to each municipality or county regarding the status of any financial obligation of the authority to the municipality or county.

STAFF RECOMMENDATIONS:

Recommend receipt.

ISSUES AND OPPORTUNITIES:

n/a

REQUIRED AUTHORIZATIONS:

n/a

RECEIVED
COUNTY JUDGE'S OFFICE

13 FEB -8 AM 8:56



February 7, 2013

The Honorable Sam Biscoe
County Judge
Travis County
P.O. Box 1748
Austin, TX 78767

Re: Annual Report on Financial Obligation of the Capital Metropolitan Transportation Authority to the Travis County

Dear Judge Biscoe:

Capital Metro appreciates the opportunity to work with the County to promote safe, efficient and effective transportation within the County and the Central Texas area, and the Authority particularly appreciates your leadership and that of the Commissioners' Court on this vital economic issue.

Capital Metro and Travis County currently work together through two separate interlocal agreements, both of which create ongoing financial obligations of the Authority to the County and both of which are directed at County Precinct 2. These are (1) the Interlocal Agreements for Regional Mobility and Transportation Projects; and (2) the Interlocal Agreements for the Build Central Texas Programs with Travis. This report shows current obligations under both of these agreements.

Section 451.460 of the Texas Transportation Code, which was added during the 2009 regular session of the Texas Legislature, requires Capital Metro to provide an annual report to each municipality or county in the Authority regarding "the status of any financial obligation of the authority to the municipality or county." I am writing to provide that report.

As you know, the first of these agreements—for regional mobility and transportation projects—is the result of a 2003 agreement under which Capital Metro agreed to share a quarter of the revenue from its one percent sales tax for a four-year period under what was called the Quarter-Cent Fund. The quarter-cent funds are paid out when the city sends an invoice to show that the approved project work has been completed. The table on the following page shows the schedule of Capital Metro's obligations to Travis County and indicates that there is a total of \$349,882 outstanding under the agreement.

Year	Travis County Precinct 2
2001	\$ 639,549
2002	520,949
2003	184,895
2004	310,974
Total Allocated	1,656,367
Payments as of 12/31/2012	(1,306,485)
Total Remaining	\$ 349,882

Second, the ten suburban communities within the Capital Metro service area, including Travis County, are participants in the Build Central Texas (BCT) program. The program is dedicated to investing in infrastructure that supports transportation, such as funding street rehabilitation and reconstruction, transit corridor improvements, sidewalks, curb ramps and hike-and-bike trails.

BCT funds are paid out by Capital Metro when an invoice is presented, and the work has been complete and inspected by Capital Metro. A county is advanced 50 percent of the funds after the BCT allocation is approved by the Board. The county must request the 50 percent funding.

Under this interlocal agreement with Travis County, Precinct 2, Capital Metro has a total outstanding obligation to the County of \$1,208,813 December 31, 2012.

I look forward to continuing to work with you for the benefit of our community and region. If you have questions about this report or need further information, please do not hesitate to contact me.

Sincerely,



Linda S. Watson
President/CEO

c: The Honorable Sarah Eckhardt, Commissioner, Precinct 2
Mr. Steve Manilla, Executive Manager,
Travis County Department of Transportation and Natural Resources



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 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: Agenda Request for approval of the order designating the main Early Voting location, all temporary Early Voting locations, and mobile Early Voting and Election Day polling places for the May 11, 2013 Joint General and Special Elections.

The Travis County Clerk is sending you a list of the Early Voting permanent and mobile polling locations to be certified by the Commissioners Court. The certification will be valid for the May 11, 2013 Joint General and Special Elections.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

- Order designating Early Voting polling places for May 11, 2013 Joint General and Special Elections
- Travis County Early Voting sites for May 11, 2013 Joint General and Special Elections
- Order designating Election Day polling places for May 11, 2013 Joint General and Special Elections
- Saturday, May 11, 2013 Election Day polling places for May 11, 2013 Joint General and Special Elections.

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 David Salazar in the County Judge's office, david.salazar@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Order Designating Main Early Voting Polling Place, Temporary Branch Early Voting Polling Place, and Hours for Early Voting on Weekdays for the May 11, 2013 Joint General and Special Elections

Texas Election Code section 85.002(b) permits the Travis County Commissioners Court to designate the main early voting polling place for county-wide elections. And Texas Election Code section 85.062(a)(1) permits the court to designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk.

The election code further establishes, under sections 85.005(a) and (c), that early voting will be conducted at the main early voting polling place for at least twelve hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business. And under section 85.064(b), early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) will be conducted on the days that early voting is required to be conducted at the main early voting polling place. The authority establishing those temporary branch early voting polling places will determine the hours during which voting is to be conducted on those days. But under section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated under section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance.

The temporary branch early voting polling places designated by this order are located as prescribed by Texas Election Code section 85.062 (b)-(f).

Accordingly, under Texas Election Code section 85.001(a) and (c) and the above-referenced legal authorities, the Travis County Commissioners Court hereby designates for the May 11, 2013 Joint General and Special Elections the main early voting polling place, the temporary branch early voting polling places, and the temporary branch early voting polling places designated for the mobile early voting program, as set forth in Exhibit A, which is attached and incorporated in this order.

For the May 11, 2013 Joint General and Special Elections, the main early voting polling place will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on April 29, 2013, through May 7, 2013, except that the temporary branch early voting polling places specified in Exhibit A will be open for early voting by personal appearance during those days and hours specified in Exhibit A.
BE IT SO ORDERED on this, the _____ day of March 2013.

Honorable Samuel T. Biscoe
Travis County Judge

277211-1 064

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

Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Gerald Daugherty
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four

277211-1 064

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

EXHIBIT A

(Document to be submitted at a later date)

277211-1 064

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

Order Designating Election-Day Polling Places for the May 11 2013 Joint General and Special Elections

Texas Election Code section 43.002 permits the Travis County Commissioners Court to designate election-day polling places for county election precincts. And Texas Election Code section 42.008 permits the court to consolidate election precincts in special elections, including the upcoming May 11, 2013 Joint General and Special Elections to be held in Travis County;

As such, the Travis County Commissioners Court orders that the May 11, 2013 Special Elections be conducted jointly by Travis County and other entities, and that new polling places be established, including those polling places for consolidated precincts, as set forth in Exhibit A, which is attached and incorporated in this order. In addition to the new polling places listed in Exhibit A, Travis County will use for this election those election-day polling places that the court previously established and that have not been changed by this order.

This order takes effect immediately.

BE IT SO ORDERED ON THIS, the 12 day of March, 2013.

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Gerald Daugherty
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four

27712-1 064

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

EXHIBIT A

(Document to be submitted at a later date)

277211-1 064

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

Item 24



Travis County Commissioners Court Agenda Request

Gerald Daugherty

Meeting Date: March 12, 2013

Prepared By/Phone Number: Martin Zamzow / 854-9386

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action to reappoint Matt Garcia and Mary K. Wolf to the Travis County Children's Protective Services Board effective immediately through January 31, 2016.
(Commissioner Daugherty)

BACKGROUND/SUMMARY OF REQUEST: As present board members, Mr. Garcia and Ms. Wolf would like to continue their service on the Travis County Children's Protective Services Board.

STAFF RECOMMENDATIONS: Recommend reappointment of both to serve a full 3-year term expiring January 31, 2016.

ISSUES AND OPPORTUNITIES: n/a

FISCAL IMPACT AND SOURCE OF FUNDING: n/a

ATTACHMENTS/EXHIBITS: n/a

REQUIRED AUTHORIZATIONS: n/a



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By/Phone Number: Deone Wilhite 854-9111

Elected/Appointed Official/Dept. Head: Commissioner Ron Davis

Commissioners Court Sponsor: Commissioner Ron Davis

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF ERIN FLYNN TO THE SUSTAINABLE FOOD POLICY BOARD EFFECTIVE IMMEDIATELY THROUGH FEBRUARY 28, 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

None

STAFF RECOMMENDATIONS: Recommended

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 1 Office Ron Davis
County Judge's Office
Commissioner's Court

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

Item 26



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR COUNTY CONTRIBUTION TO AND PARTICIPATION IN THE UPCOMING URBAN MUSIC FESTIVAL, AN AFRICAN AMERICAN QUALITY OF LIFE EVENT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Item 27



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

DISCUSS AND TAKE APPROPRIATE ACTION ON CHANGES TO PROCESS FOR SUBMITTING RESOLUTIONS FOR CONSIDERATION DURING COMMISSIONERS COURT'S VOTING SESSIONS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

Please see attached.

ISSUES AND OPPORTUNITIES:

Please see attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

VS 3-6-12

Item 20

#20
3/6/12

ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
REPEALING AND REPLACING CHAPTER 1. COMMISSIONERS COURT RULES OF
PROCEDURE

STATE OF TEXAS §
COUNTY OF TRAVIS §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code, the Travis County Commissioners Court makes the following order:

- 1. The current content of Chapter 1 of the Travis County Code, Commissioners Court Rules of Procedure, is repealed in its entirety and replaced with the form of Chapter 1, Commissioners Court Rules of Procedure, attached to this order.

Date of Order: March 6, 2012

Travis County
Commissioners Court

Samuel T. Biscoe
Samuel T. Biscoe, County Judge

Ron Davis
Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Sarah Eckhardt
Commissioner, Precinct 2

Karen L. Huber
Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Margaret Gomez
Commissioner, Precinct 4

FILED FOR RECORD
2012 MAR -9 PM 1:37
DANIEL HEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Chapter 1. Commissioners Court Rules of Procedure

Table of Contents:

1.001	Intent of Rules
1.002	Meeting Place and Times
1.003	Preparation of Court Agenda
1.004	General Rules
1.005	Amending or Suspending Rules
1.0051	Amending this Travis County Code
1.0052	The Official Copy of the Travis County Code
1.006	(Available for Expansion)
1.007	Road District Policy Procedures (Attached)
1.008	Partial/Periodic Reduction of Performance Security
1.009 – 1.012	(available for expansion)
1.013	Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers
1.014	Robert's Rules of Order
1.015	(available for expansion)
1.016	Department Reorganization Guidance Procedures
1.017	Commissioners Court Appointments to Committees and Boards
1.018	Program Resolution Establishing Travis County Risk Management Fund
1.019	County Vehicle Usage Policy
1.020	Policy for Naming New Travis County Facilities
1.021	Policy for Naming County Parks and Park Facilities

1.001 Intent of Rules¹

The following Rules of Procedure are adopted by the Travis County Commissioners Court as directory rules to promote the orderly conduct of its business and to make its formal methods of operation known to citizens who have business before the Court.

1.002 Meeting Place and Times²

- (a) The Commissioners Court will meet routinely in the Commissioner's Courtroom, 1st Floor, Travis County Administration Building, 314 W. 11th Street, Austin, Texas. Commissioners Court, Executive Sessions, Public Hearings and other special meetings may be held at the following locations: Travis County Courthouse, 1000 Guadalupe, Travis County Courthouse Annex, N.L. Gault Building, 1010 San Antonio, City Council Chambers of all municipal governments in Travis County and School Board meeting rooms of all school districts in Travis County.
- (b) The Commissioners Court will meet in a Voting Session at 9:00 a.m. on Tuesdays, unless special notice is given to the contrary.

¹ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

² Sections 1.001 through 1.004 amended 2/3/1998, Item 3
Chapter 1 – amendments added through 11/25/2008

1.003 Preparation of Court Agenda^{3 4}

(a) Voting Session

- (1) Requests for items to be placed on the Court's Voting Session Agenda must be received in the office of the County Judge, 5th floor, Travis County Administration Building, by 12:00 noon on Tuesdays, seven (7) days in advance of the Voting Session.**
- (2) An item to be considered by the Commissioners Court must be placed on the agenda by a member of the Court. The item must be presented to the Court member in the following manner:**
 - (A) With an explanatory memorandum, in standard briefing format, from an County Executive or an Elected Official, or, in the case of (1) purchases of items to be used by all departments and offices, or (2) a purchase wherein the County Executive or Elected official requests that a routine item be handled by the Purchasing Agent, from the Purchasing Agent;**
 - (B) If the agenda item is a purchase of a good or service, then it shall include documentation to reflect review and approval from the Purchasing Agent;**
 - (C) If the agenda item involves a budget revision, then it shall include documentation to reflect review and comment from the Planning and Budget Office;**
 - (D) If the agenda item involves a contract or needs a legal opinion to support the action proposed, then it shall include documentation to reflect review and comment from the County Attorney's Office;**
 - (E) Commitment that all witnesses and individuals affected by the item, as determined by the Court member, have been notified the item will be placed on the agenda; and**
 - (F) With a copy of any document required to implement the item that requires signature of the Judge or all members of the court.**
- (3) Requests to place items on the Court's agenda must be made on a form provided by the County Judge's Office for that purpose.**
- (4) Written materials to be reviewed by the Commissioners Court in Voting Session must be submitted to the County Judge's Office in completed form at the time the item is requested to be placed on the Court's agenda.**

³ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

⁴ Sections 1.003 and 1.004 amended 9/4/2001, Item 32.

- (5) Each Voting Session agenda will include an item called "Citizen's Communication". Citizens do not have to turn in agenda items before the Voting Session, but should appear in person at the session.
- (6) The County Judge's office will prepare and distribute the Voting Session Agenda on Thursday preceding the date of the Voting Session. The County Judge's office will also distribute the agenda and all backup material to the commissioners Court no later than Thursday prior to the date of the Voting Session. An electronic version of the agenda will also be distributed by Thursday at 5:00 p.m. At least one copy of this backup material will be available for the public to review in the office of the County Judge.
- (7) The County Judge's office will ensure compliance with the provisions of the Texas Open Meetings Law in posting notices of all the Court's meetings.
- (8) The County Judge may group routine items without controversy together on the Court's Voting Session Agenda as "Consent Items", which items may be approved by the Court on a single motion and vote.
 - (A) Prior to consideration of the "Consent Items" the County Judge, or presiding member of the Court, will honor any request from any Court Member that an item be removed from the Consent Items and separately considered by the Court.
 - (B) Each Voting Session agenda item may, after discussion, be designated as "Consent", if appropriate, and included in the consent motion of the appropriate Voting Session. However, any single court member may prevent an item from being included in the Voting Session consent motion.
- (9) Items that are likely to be discussed in Executive Session may be grouped on the agenda with an indication under which provisions of the Texas Open Meetings Law the Executive Session will be heard.
- (10) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original documents of such contracts or agreements requiring County Judge or Commissioners Court signatures must be submitted no later than 12:00 noon on the Monday before the meeting.

1.004 General Rules^{5 6 7}

- (a) Person who gives testimony to the Commissioners court in Voting Session must first identify themselves by name and who, if anyone, or entity, they represent.
- (b) All Voting Session, Public Hearings, and meeting of the Commissioners Court will be digitally recorded and such recordings will be available for review by the public in the Records Management Department for at least two years from the date of the meeting.
- (c) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original copies of such contracts or agreements for signatures must be submitted at the time they are placed on the Court's agenda.
- (d)
- (d) Except for consultation with its attorneys under the provisions of Government Code section 551.071, all Executive Sessions of the Commissioners Court will be tape recorded and the recording shall be sealed and delivered to the custody of the County Treasurer to be held for at least two years from the date of the meeting. Tapes of Executive Session may only be reviewed as provided by law.
- (e) Travis County Commissioners Court Rules of Conduct and Decorum; General
 - (1) It is the intention of the Court to provide open access to the citizens of Travis County to address the Commissioners Court and express themselves on issues of County Government. Members of the public are reminded that the Travis County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Travis County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.023 of the Texas Local Government Code. Accordingly, members of the public in attendance at any regular, special and/or emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting until such time as they comply with the Court's directive.

⁵ Section 1.004 amended 4/8/1997, Item 6.

⁶ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

⁷ Section 1.004 (a) amended 9/4/2001.

Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

(2) Cell phone usage during Commissioners Court is strictly prohibited. All cell phones, pagers and other mobile communication devices should be in "silent" mode at all times while Court is in session.

(3) Behavior that impedes or disrupts the business of the Commissioners Court while the Court is in session is prohibited. An individual who is addressing the Court during Citizens Communication may not display demonstrative materials larger than 8.5" x 14" (eight-and-a-half inches by fourteen inches). Demonstrative materials include signs, placards, banners, posters, visual aids and similar items. An individual who has been recognized by the Court and is making a presentation to the Court on an agenda item posted for discussion may display demonstrative materials larger than 8.5" x 14" if: (a) the materials are relevant to the posted item; and (b) the materials are removed from the Courtroom upon conclusion of the presentation to a location designated by the County Judge. Individuals who do not comply with this Judge's Rule will not be recognized to address the Court.

(4) It is not the intention of the Travis County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

- 1. Cancellation of a speaker's remaining time;**
- 2. Removal from the Commissioners Courtroom;**
- 3. A Contempt Citation; and/or**
- 4. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.**

§ 1.004(f) Travis County Commissioners Court Rules of Conduct and Decorum; Media and Press

- (1) No media personnel or equipment, including lights, camera or microphones, will be located in the Commissioners Court in a manner that would obstruct the view or hearing of any attendees in the audience.**

- (2) Reporters and media technicians are required to structure their movements, equipment set-up, take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear and participate in the proceedings.
- (3) Media interviews shall not be conducted inside the Commissioners Courtroom during the time the Court is in session.

Media interviews that are conducted outside the Commissioners Courtroom should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any regular, special or emergency and/or Executive Session of the Court.

1.005 Amending or Suspending Rules

- (a) These rules may be amended by majority vote of the Commissioners Court meeting in Voting Session.
- (b) A rule may be suspended by majority vote of the Commissioners Court.

1.0051 Amending this Travis County Code⁸

- (a) This Travis County Code may, from time to time, be amended by order of the Commissioners Court of Travis County. All action to amend this Travis County Code shall conform to the requirements of this section and to all other requirements imposed by law, including all the requirements of this Travis County Code.
- (b) Definitions. For the purposes of this section
 - (1) "Amendment" means any creation of a new policy, procedure, or regulation or an addition to or change of an existing policy, procedure, or regulation.
 - (2) "Policy" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of one or more officials or employees of Travis County.
 - (3) "Procedure" means those rules of operation or administration adopted by the Commissioners Court for the purpose of standardizing the accomplishment or implementation of any policy or regulation.
 - (4) "Regulation" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe

⁸ Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9
Chapter 1 – amendments added through 11/25/2008

the conduct of persons generally, regardless of whether they are officials or employees of Travis County.

- (c) Neither the Commissioners Court nor any of its employees shall take any action or make any attempt to enforce any policy or procedure which is not included in this Travis County Code.**
- (1) Regulations not contained in this Travis County Code may be enforced by the Commissioners Court and its employees, if such regulations are otherwise enforceable as a matter of law.**
 - (2) Any employee of the Commissioners Court who becomes aware of the existence of a regulation which is not included in this Travis County Code shall immediately request that an agenda item be placed on the next available Commissioners Court agenda to amend this Travis County Code to include such unincluded regulation, in accordance with the procedures outlined in this section and in accordance with §1.003 hereof.**
- (d) Procedure for amending this Travis County Code.**
- (1) Any Travis County official or employee desiring to amend this Travis County Code shall prepare the desired amendment in writing. The desired amendment shall conform to this Travis County Code in form, style, and numbering system.**
 - (2) The official or employee is encouraged to:**
 - (A) Submit draft copies of the desired amendment to all other Travis County officials, County Executives, or department heads whose offices, areas of responsibility, or departments may or will be affected by the desired amendment and solicit their comments and advice concerning the desired amendment;**
 - (B) Request the County Attorney to conduct a substantive legal review of the desired amendment; and**
 - (C) Prepare an analysis of the fiscal impact the desired amendment is expected to have on the various budgets of Travis County and submit with the desired amendment a statement of any such expected fiscal impact.**
 - (3) The official or employee shall submit the desired amendment to the Travis County Attorney in writing on paper and in Microsoft Word format. If possible, the desired amendment should be submitted to the Travis County Attorney in Microsoft Word for Windows format.**
 - (4) The Travis County Attorney shall review the desired amendment to insure that it conforms to this Travis County Code in form, style, and numbering system.**

- (A) If the Travis County Attorney finds that the desired amendment fails in any way to conform to the form, style, or numbering system of this Travis County Code, the Travis County Attorney shall return it to the official or employee together with written advice concerning the way or ways in which it fails to conform or, at the discretion of the Travis County Attorney and with the consent of the official or employee, the Travis County Attorney may change the desired amendment to conform to the form, style, and numbering system of this Travis County Code.
- (5) If the desired amendment conforms to the form, style, and numbering system of this Travis County Code, the Travis County Attorney shall forward the paper and Microsoft Word copies of the desired amendment to the Travis County Judge or, at the request of the official or employee, to another member of the Commissioners Court, together with a written opinion that the desired amendment conforms to the form, style, and numbering system of this Travis County Code and a request that it be placed on the agenda of the Commissioners Court on a date selected by the official or employee desiring the amendment. Neither the opinion regarding conformity to form, style, and numbering system nor the agenda request itself shall be construed to indicate that the Travis County Attorney has reviewed the substance of the desired amendment or that the Travis County Attorney supports the adoption of the desired amendment.
- (6) Upon receipt of a desired amendment in writing on paper and Microsoft Word, together with the opinion of the Travis County Attorney regarding conformity to form, style, and numbering system and an agenda request, the Travis County Judge shall treat it as an agenda request pursuant to §1.003 hereof. The Travis County Judge shall not place a desired amendment on the agenda of the Commissioners Court unless he is in receipt of an opinion of the Travis County Attorney that the desired amendment conforms to the form, style, and numbering system of this Travis County Code and an agenda request therefore.
- (7) Upon adoption of an amendment by the Commissioners Court, the Travis County Judge shall forward the amendment in writing on paper and Microsoft Word to the Travis County Clerk, by immediately handing the paper and Microsoft Word to the Clerk or her representative in the meeting room of the Commissioners Court.
- (8) Upon receipt of an amendment from the Travis County Judge, the Travis County Clerk shall cause the amendment to be added to the official copy of this Travis County Code.

1.0052 The Official Copy of the Travis County Code⁹

- (a) The Travis County Clerk shall be the custodian of the official copy of the Travis County Code.
- (b) The Travis County Clerk shall cause to be published copies of the Travis County Code.
- (c) The Travis County Clerk shall make copies of the Travis County Code available to the public and to all Travis County officials and department heads.
 - (1) The Travis County Clerk shall charge members of the public an amount equal to the actual cost of publishing the copies of the Travis County Code which they receive.
 - (2) The Travis County Clerk shall withhold delivery of a copy of the Travis County Code to a member of the public until she has received the authorized charge therefore.
 - (3) In the event of any dispute about the actual cost of publishing, such actual cost of publishing shall be determined by the Travis County Auditor.
- (d) Each time the Travis County Clerk distributes a copy of the Travis County Code, she shall determine whether the person to whom she is distributing the copy desires to receive any future amendments, as defined in section 1.0051(b)(1) hereof. Each person who desires to receive copies of future amendments shall be a "registered holder of the Code" and shall receive a "registered copy of the Code." The Travis County Clerk shall number each registered copy of the Code. She shall keep an accurate record of the name and address of each registered holder of the Code. Any registered holder of the Code may change the name or address of the registered holder of their Code or Codes by written notification to the Travis County Clerk designating specifically the name and address of the new registered holder of each registered copy of the Code by number of the copy.
 - (1) The Travis County Clerk shall charge an annual subscription fee to registered holders of the Code who are not Travis County officials, County Executives, or department heads, hereinafter referred to as "private registered holders."
 - (2) The annual subscription fee shall be in the amount estimated to be the actual cost of publishing and distributing the amendments.
 - (3) The Travis County Clerk shall refuse to deliver a registered copy of the Code to a private registered holder, unless she receives the annual

⁹ Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9
Chapter 1 – amendments added through 11/25/2008

subscription fee for the first year in advance. At the beginning of subsequent years, she shall provide all private registered holders with a statement of the annual subscription fee for the coming year and shall not deliver amendments to any private registered holder for that year, unless she receives the annual subscription fee for that year in advance. Any registered copies which have not received copies of the amendments for a period of one (1) year shall be deleted from the list of registered copies.

- (4) In the event of dispute about the estimated cost of publishing and distributing the amendments, the estimated cost of publishing and distributing shall be determined by the Travis County Auditor.

1.006 (Available for Expansion)¹⁰

1.007 (Available for Expansion)¹¹

1.008 Partial/Periodic Reduction of Performance Security

(a) The Travis County Judge is hereby authorized to execute statements of partial and/or periodic reductions of the amounts of letters of credit posted for the completion of subdivision street and drainage improvements when provided with the following:

- (1) a Lender's certified statement of amounts paid for completed work;
- (2) a Professional Engineer's certification of quantities of work completed;
- (3) a contractor's receipt of payment for work completed;
- (4) an inspection report from TNR indicating the completion of that portion of the work represented by the Contractor's invoice;
- (5) the approval of the Commissioner in whose precinct the subdivision is located; and
- (6) the approval of the County Executive for TNR.

(b) The reduction shall be for no more than ninety percent (90%) of the estimated quantities of the work completed to County specifications and shall not exceed ninety percent (90%) of the construction security.

¹⁰ Section 1.006 was rescinded 9/7/1988, Item #8.

¹¹ See Chapter 83

1.009 – 1.012 (available for expansion)¹²

1.013 Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers

The Tax Collector's Office will review all contract vendor/providers to determine whether the vendor/provider owes delinquent property taxes. (added 04/29/87)

1.014 Robert's Rules of Order

The Commissioners Court adopts Robert's Rules of Order as the official rules unless otherwise dictated by State law.

1.015 (available for expansion)¹³

1.016 Department Reorganization Guidance Procedures

- (a) **Problem Identification.** In this phase, we would be presented with an explanation of problems which affect the performance and/or cost of the agency. Alternatives for solving those problems would be explored, and if reorganization was a possible solution, we would be given a specific explanation of why the administrative reorganization is the desired alternative.
- (b) **Assuming Phase A indicated that reorganization was appropriated, an organization chart would be developed which would result in the most functional and cost-effective approach.** In this phase no consideration will be given to the existing personnel and their current job positions. The idea is to develop the best, most streamlined organization we can, without deliberately creating or eliminating positions based on the personalities currently employed by the agency. The budget and performance impact of the reorganization would be considered in adopting a reorganization plan. When the plan is adopted, formal job descriptions would be written (or amended) for the entire agency.
- (c) **Analyze Effect on Current Employees.** Once an organization plan is adopted, the administrator of the department will report to the Commissioners Court what effect he/she believes the reorganization will have on current personnel. In other words, which employees are to be transferred to new positions, which employees may have a job description change, and which employees may not have jobs remaining after the reorganization is implemented. The Commissioners Court will encourage (but not require) that preference be

¹² Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

¹³ Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

given to current employees for new jobs to prevent lay-offs. Current employees should be given some extra credit applying for these jobs and should be given training if feasible to qualify for the jobs.

- (d) **Prepare Transition Plan.** In addition to our Reduction-in-Force (RIF) Policy, a transition plan would be prepared showing when the reorganization would actually take effect (perhaps in stages), what changes (office moves, equipment, etc.) need to be made prior to implementation, training and orientation sessions, budget changes, and so forth. Notice would be given to every employee explaining the effect of the reorganization on them and the date such change would occur.

1.017 Commissioners Court Appointments to Committees and Boards¹⁴

(a) Procedure for Appointing Court Members to Entities

- (1) When any member of the Commissioners Court becomes aware of a committee vacancy, he/she shall notify the County Judge's office. The County Judge's office shall be the central repository for all committee information, including vacancies. In December of each year, the County Judge's office will provide a copy of the comprehensive list of appointments made by the Commissioners Court showing the name of the board or commission, the name of each appointee, and the date of expiration of each appointment.
- (2) The County Judge will schedule an Item in January each year for the Commissioners Court to consider each appointment.

(b) Procedure for Appointing Member of the Public to Entities

(1) Uniform Appointment Process

(A) The Uniform Appointment Process (UAP) will be used for the following Boards and Committees:

- 1. Capital Metro Board of Directors**
- 2. Central Texas Regional Mobility Authority Board of Directors**
- 3. Integral Care Board of Directors**
- 4. Central Health Board of Managers**
- 5. Travis Central Appraisal District Board of Directors**

¹⁴ Section 1.017 was amended 2/27/1996, Item 6
Chapter 1 – amendments added through 11/25/2008

6. Travis County Housing Authority

(B) Reappointments. Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall schedule a Commissioners Court Agenda Item for a Call for Applications as described below in (C), or in the case of an existing organization member, that by the end of their term will not have served six years, instruct the Coordinator for Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

(C) Call for Application.

- (i) In all other cases other than the process set out in subsection (B) the Commissioners Court shall order a Call for Applications.**
- (ii) Should the Commissioners Court order a Call, Administrators of the County's website will advertise on the County website the position offered, the position criteria required by statute, regulation or contract, the Standard Application, a description of this UAP, and any preferred qualification or skill sets desired by the Court. The position will be advertised for a period of one (1) month unless the Commissioners Court directs a different time period. Administrators of the County's website may bi-annually, request the Commissioners Court to update the Standard Application and criteria for each position.**
- (iii) Administrators of the County's website will forward all applications received to IGR for processing.**
- (iv) IGR will coordinate with any County Executive(s) the Commissioners Court directs for an appointment.**
- (v) IGR and the County Executive(s) will verify the applicants meet the criteria and the deadlines; then short list the Applicants to a number of candidates for**

interview by the Commissioners Court; and forward the names to the County Judge.

- (vi) The County Judge will schedule a Commissioners Court Agenda Item to determine a date(s) for interviews for the candidates which the Commissioners Court chooses to interview.
- (vii) After interviews, the Commissioners Court may appoint an interviewee to the organization, or make another Call for Applications.
- (viii) The Commissioners Courts motion to appoint or reappoint the member will include the beginning and ending dates of the term to which they are appointed.

(2) All Other Appointments

(A) The County Judge's office, with the assistance of the Commissioner's offices, will maintain a mailing list of all community, neighborhood, civic organizations, etc. whose memberships may be interested in serving on Travis County committees. This list will be used to notify interested persons of the Travis county committees, their purpose and current or upcoming vacancies, and to provide them with a contact for additional information. In addition to the mailing list, utilization of the county's media department, as well as featured media stories, would be made to further advertise committee information and vacancies.

(B) Application for appointment will be collected by any member of the Commissioners Court, with the original being provided to the County Judge's office for central record keeping purposes.

(C) Items regarding committee appointments will be routinely placed on the Commissioners Court agenda for action. Appropriate applications will be provided as back-up material prior to court action. The deadline for placing items on the Commissioners Court agenda will apply to the committee appointments as well.

(D) Procedure for Commissioners Court Appointments

- (i)** When the Court has five (or multiples of 5) appointments to make, each member of the Court will nominate one, or for multiples, an equal number.
- (ii)** When the Court has four (or eight) each Commissioner will nominate one (or equal number).

- (iii) When the Court has three (six or nine) appointments to make, the County Judge will nominate one (two or three) the Commissioners from Precincts 1 and 4 will jointly nominate one (two or three), and the Commissioners from Precincts 2 and 3 will jointly nominate one (two or three).
- (iv) When the Court has two appointments to make, the Commissioners from Precincts 1 and 4 will jointly nominate one, and the commissioners from Precincts 2 and 3 will jointly nominate one.
- (v) When the Court has one appointment to make, any member of the Court may nominate someone. To assist in this appointment, the County Judge's office will send a notice one month in advance of the expiration of such an appointee's term to the County Commissioners, indicating the name, position, and date the term expires. No sooner than two weeks after such notice is sent, but preferably prior to the expiration of the term, the County Judge will sponsor a generically worded item on the Commissioners Court agenda indicating the name of the board or commission on which there is a vacancy. During the Commissioners Court meeting on this agenda item, any member of the Commissioners Court can nominate someone for the appointment, which will then be voted upon by the Commissioners Court.
- (vi) Regardless of who makes a nomination, all Court members will use their appointments to insure fair and appropriate representation of the community on boards and commissions.

1.018 (Available for Expansion)

1.019 County Vehicle Usage Policy¹⁵

(a) Administrative Responsibility

- (1) The responsibility and authority to control use of County vehicles is assigned by the Commissioners Court to the Elected or Appointed Official or County Executive to whom the vehicle has been appropriated. For example, the County Executive for Health and Human Services is authorized to control the use of vehicles assigned to Health and Human Service, Veterans Service and Agrilife Extension departments, and the County Executive for Transportation and Natural Resources is authorized to control the use of vehicles assigned to the central Vehicle Maintenance Program.

¹⁵ Section 1.019 was replaced 11/25/08, Item 14.

- (2) Subject to Chapter 40 of this Travis County Code relating to the use of county-owned passenger vehicles while off-duty, elected or appointed officials or County Executives decide which, if any, of their employees are authorized to take County vehicles home, based on the following criteria:

 - (A) Significant improvement in the efficiency and effectiveness of our service to the public through:

 - (i) After hours service
 - (ii) Less cost to taxpayers
 - (iii) Ability to respond in emergencies or to public safety issues.
 - (iv) Availability of specific equipment attached to County vehicles.
 - (3) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation or loss of justification.
 - (4) The elected or appointed officials or County Executives will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.
 - (5) County employees authorized to take home County vehicles will be identified to Commissioner's Court yearly, by each department, as part of the budget process.
 - (6) County employees who are authorized to take home vehicles shall not use such vehicles for personal use.
- (b) Use by Other County Departments
- (1) With the approval of the elected or appointed official or County Executive to whom a vehicle has been appropriated by the Commissioners Court, vehicles may be loaned to other County offices or departments for public purposes.
 - (2) When vehicles are loaned for a use outside the department to which they were appropriated by the Commissioners Court, the responsible department or office shall make a log showing the County office or department using the vehicle, the purpose and destination of the trip, the beginning and ending date and time of use, the beginning and ending odometer reading, and the name of the County employee(s) who will operate the vehicle.
 - (3) Use of vans by 4-H C.A.P.I.T.A.L. Project

 - (A) The Director of the Travis County AgriLife Extension Service shall be authorized by the Commissioners court to designate any person within the 4-H C.A.P.I.T.A.L. Project to drive vans

owned by Travis County whether or not the person so designated is paid directly from Travis County funds.

- (B) Any person so designated by the Director of the Travis County AgriLife Extension Service shall be deemed an "employee" of Travis county for the sole purpose of bringing such person within the scope of coverage under the Travis County Risk Management Organization and Administration Policy.
- (C) Authorization shall continue in full force and effect until amended or revoked by the Travis County Commissioners Court.

(c) **Prohibited Use**

- (1) County vehicles may not travel outside the State of Texas at any time.
- (2) County vehicles may not be operated by anyone other than a current Travis County employee who holds a valid Texas driver's license as appropriate for the occasion.
- (3) County vehicles may not be used if the State inspection has expired, or if in the judgment of County Executive for Administrative Operations or responsible elected or appointed official or County Executive, the vehicle is unsafe for use.
- (4) Except as may be authorized by Chapter 40 of this Travis County Code, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioner's Court. To enable emergency response after hours, an elected or appointed official or County Executive may authorize other County employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period.

(d) This 1.019 is subject to and shall be construed in accordance with Chapter 40 of this Code.

(e) Citations. A citation includes all written orders from law enforcement for vehicle violations including traffic violations, violations recorded by cameras at red lights and non-traffic or non-moving vehicle violations like parking violations for misdemeanor offences.

- (1) An employee operating a county vehicle is responsible for obeying all laws related to operating and parking the vehicle.
- (2) If a citation is issued as a result of the employee's failure to operate or park the County vehicle legally, the employee is responsible for notifying their immediate supervisor and providing their immediate supervisor with a copy of the citation within twenty-four hours.

- (3) The immediate supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the entity issuing the citation to inform that entity that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for any penalties resulting from the citation.
 - (4) The employee is responsible for paying for all the penalties resulting from the citation received, including fines, fees, penalties, court costs and any other related penalties.
 - (5) Failure to report citations and/or failure to pay citations will lead to disciplinary action up to and including termination.
 - (6) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive.
- (f) Use of Toll Road
- (1) Only authorized County emergency vehicles may use toll roads. Elected and Appointed Officials shall annually submit a list of emergency vehicles authorized to use toll roads to the County Fleet Manager. The County Fleet Manager submits this list to the appropriate Toll Authorities.
 - (2) County Employees using non-emergency County Vehicles on official County Business are expected to use alternative non-toll routes. If an employee uses a toll road for either official County business or other approved use, the employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
 - (3) If an employee uses a personal vehicle on County business, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
 - (4) If an employee incurs charges resulting from the unauthorized use of toll roads that result in a liability to Travis County, including tolls, invoice fees, fines, court cost and any other related penalties; the employee is responsible for paying for them. The employee is responsible for informing their immediate Supervisor of any possible charge or penalty and providing their immediate supervisor with a copy of any citation within twenty-four hours.
 - (5) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the appropriate toll authority to inform it

that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for the tolls and any penalties related to non-payment of tolls.

- (6) Failure to pay tolls or report and pay citations resulting from non-payment of tolls may lead to disciplinary action up to and including termination.
- (7) Unauthorized use of toll roads may lead to disciplinary action up to and including termination.
- (8) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive.

1.020 Policy for Naming New Travis County Facilities¹⁶

- (a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.
- (b) Procedure
 - (1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
 - (2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
 - (3) If the recommendation is to name the facility after an individual, the following criteria must be met:
 - (A) The individual must have made a significant contribution to Travis County.
 - (B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.

¹⁶ Section 1.020 added 2/13/1996, item 4

- (4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.
 - (5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.
 - (6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.
 - (7) Once a final decision has been made, the Commissioners Court:
 - (A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.
 - (B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.
- (c) Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

1.021 Policy for Naming County Parks and Park Facilities¹⁷

- (a) Purpose: To establish a formal policy and process for county parks, facilities, fields, and trails, and for placing plaques, markers, and memorials within county parks.
- (b) Objectives:
 - (1) Provide name identification for individual county parks.
 - (2) Provide name identification wherever appropriate for facilities and fields within the parks, and hike and bike trails.
 - (3) Provide citizen input into the process of naming parks and facilities.
 - (4) Insure that the Travis County Commissioners Court controls the naming of its public infrastructure and facilities.

¹⁷ Section 1.021 (written as 1.21 in the order) was added 4/25/2000, Item 10.A.
Chapter 1 – amendments added through 11/25/2008

- (c) **Criteria for Qualifying Names.** Names should provide some of individual identity related to:
 - (1) The geographic location of the park, facility, or trail.
 - (2) An outstanding features of the park, facility, or
 - (3) Commonly recognized historical event, or individual verified by the Travis County Historical Commission.
 - (4) A deceased individual who made a significant to Travis County or its park system.
- (d) **Other Naming Alternatives**
 - (1) Parks and facilities that are donated to the County can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the Travis County Commissioners
 - (2) Facilities within parks, ball fields, picnic shelters, pavilions. etc. can be named separately the parks they are in, subject to the criteria out in Section c) of this policy.
- (e) **Procedure**
 - (1) The Court will issue a call for recommendations, providing notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
 - (2) Any private citizen and/or group or County department or employee may make a recommendation to the Travis County Commissioners Court regarding the naming of a County park or facility within a park or trail by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
 - (3) The Travis County Transportation and Natural Resource Department will verify that all names submitted do not conflict with existing names facilities and that the proposed names conform to this policy.
 - (4) After a minimum weeks public notice, the Commissioners Court will conduct a public hearing on qualified names to receive public comments on the names.
 - (5) The Commissioners Court will make the final selection of the name.
- (f) **Renaming County Parks and facilities.** The renaming of parks and facilities is strongly discouraged so as not to diminish the original justification for the name. Park names by deed restrictions cannot be considered for renaming. In the event that renaming is justified the recommended name must conform to this policy.

- (g) **Other Considerations:**
- (1) If a recommended name is a deceased individual, other than a historical figure, the private citizen making the recommendation must provide a written biographical sketch of the individual and an approving the recommendation from surviving family members.
 - (2) Neither the naming process or the name itself shall discriminate on the basis of race, religion, sex, age, or national origin.
- (h) **Final Decision.** A decision by the Commissioners Court to name or not to name a park, facility, or trail will be final, and the sole discretion in this remains with the Commissioners Court.
- (i) **Plaques, markers, memorials.** Plaques, markers, and memorials may be placed in the parks to recognize a significant donation or contribution to park improvements. The plaque, marker, and memorial will be not larger than ____" X ____" bronze plate imbedded in concrete at or below ground level. The recognition of multiple donors may be made on a larger sized plaque place in a common area at the discretion of the Transportation and Natural Resources Department.

Item 29



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ADDITIONAL STAFFING TO SUPPORT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS) LITIGATION.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Item 33



Travis County Commissioners Court Agenda Request

Meeting Date: 3/12/2013 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Adon, LLC (Jeffrey Arnold Heuer & Elizabeth Mary Heuer Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 3/12/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Cecil & Georgia Alexander (Pat Sawyer Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A)).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: 3/12/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office,
854-9565

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Mozell Swist (Min Ou Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

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:

J. Elliott Beck, Assistant County Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning Bruce Lipshy's settlement offer pertaining to his failure to pay according to the terms of an agreement with Travis County dated May 31, 2011, in relation to lease space at the 700 Lavaca Building. Executive Session also pursuant to Tex. Gov't Code §§ 551.071(1)(A) & (B).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

John Hille 854.9513



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of February 5 and 12, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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



Minutes for the Travis County Commissioners Court Tuesday, February 5, 2013 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 February 5, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

At 1:30 p.m.

1. Public hearing regarding the issuance of Multifamily Housing Revenue Bonds by Strategic Housing Finance Corporation of Travis County, Multifamily Housing Revenue Bonds for the Paddock at Norwood project. (Action Item # 25)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Members of the Court heard from:

Cliff Blount, General Counsel, Naman, Howell, Smith & Lee, LLP
Craig Alter, Executive Vice President, Travis County Strategic Housing Finance Corporation
Justin Hartz, representing LDG Development, LLC

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)
Stacey Scheffel, Program Manager, On-site Sewage Facilities, TNR
Zoltan Papp, President, Travis Settlement Homeowners Associations (HOA)

Hazel Sanchez, Travis County Resident
Ronnie Gjemre, Travis County Resident

Special Items

2. 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 in place.

3. Receive update on the budget for the Better Enterprise Financial Information for Travis County (BEFIT) initiative. (Judge Biscoe)

Members of the Court heard from:

Christina Adair, Project Manager, SAP Implementation, Travis County Auditor's Office

RESULT: DISCUSSED

Resolutions and Proclamations

4. Approve Resolution recognizing the 25th annual Blues and Jazz Festival of the Huston-Tillotson University Alumni Association – Austin Chapter on February 17, 2013.

Members of the Court heard from:

Marvin Douglas, Huston-Tillotson University
Ronnie Gjemre, Travis County Resident

MOTION: Approve the Resolution in Item 4.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Justice and Public Safety Items

5. Receive an update on the Travis County Justice and Mental Health Collaboration Program, a Bureau of Justice Assistance grant.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
The Honorable Nancy Hohengarten, Judge, County Court at Law Number Five
Tonya Mills, Planning Manager, JPS
Debra Hale, Court Coordinator, Criminal Courts

RESULT: DISCUSSED

Purchasing Office Items

6. Approve Modification No. 7 to renew FY2013 Interlocal Agreement No. 440000379 (HTE Contract No. IL080042RE) for the provision of public health services and new Interlocal Agreement No. 4400001169 for the provision of animal control services with the City of Austin.

RESULT: ADDED TO CONSENT

7. Approve Contract No. 4400001293, Spirit Reins, Inc., to provide trauma focused equine assisted therapy for youth referred from the COPE Mental Health Court and Crossover Unit.

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

At 10:00 a.m.

8. Consider and take appropriate action on the 2011 Bond Program El Rey Boulevard sidewalk project, in Precinct Three. (Commissioner Daugherty)

Members of the Court heard from:

Steve Manilla, County Executive, TNR
David Greear, Senior Engineer, TNR
Lee Turner, Senior Engineer, TNR
Ronnie Gjemre, Travis County Resident
Charlotte Ready, Granada Hills Resident
Rick Perkins, Granada Hills Resident
John Markward, Granada Hills Resident
Melissa Maynard, Granada Hills Resident
Mike Ready, Granada Hills Resident
Jaime Anderson, Granada Hills Resident

MOTION: Move forward with building the sidewalks.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

9. Consider and take appropriate action on acceptance of a donation of \$21, 500 from TXI Operations, LP for the benefit of the Colorado River Corridor Environmental Monitoring Initiative.

Members of the Court heard from:

Steve Manilla, County Executive, TNR

MOTION: Approve Item 9.

RESULT: **APPROVED [4 TO 0]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Gerald Daugherty, Margaret J. Gómez

ABSTAIN: Ron Davis

10. Consider and take appropriate action on the following requests:
 - a. Variance from Travis County Code, Section 82.941(I), to allow the Lake Travis ISD to construct a storm sewer outlet headwall within a waterway setback;
 - b. A variance from Travis County Code, Section 82.943(A), to allow the Lake Travis ISD to place fill material and cut excavations in excess of eight vertical feet; and
 - c. A variance from Travis County Code, Sections 82.401(A) and 82.920, to allow the Lake Travis ISD to proceed with a construction plan for the new middle school without filing fiscal security. (Commissioner Daugherty)

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Tom Weber, Environmental Program Manager, TNR
Hazel Sanchez, Travis County Resident
David Fowler, Senior Engineer, TNR
Jim Ratcliffe, Senior Director, Facilities and Construction, Lake Travis Independent School District (ISD)
Teresa Calkins, Senior Engineer, TNR

RESULT: DISCUSSED

Reset for: 2/12/2013

Health and Human Services Dept. Items

11. Consider and take appropriate action to authorize Texas Agrilife Extension Service – Travis County to accept the donation of computer equipment from Texas A&M University System for use by Texas Agrilife.

RESULT: POSTPONED

Planning and Budget Dept. Items

12. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:

Travis Gatlin, Senior Budget Analyst, Planning and Budget Office (PBO)

MOTION: Approve O1 from Item 12.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

Clerk's Note: Please note that for this Item, references to O1 are references to numbered items in the supporting budget document.

MOTION: Approve the remainder of the items in Item 12.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

13. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
 - a. Annual application to the Texas Department of Public Safety, Texas Division of Emergency Management, to receive federal resources to continue the Emergency Management Performance Grant in the Emergency Services Department;
 - b. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Child Abuse Victim Services Personnel Grant in the Travis County Sheriff's Office;
 - c. Application to the Texas Department of Transportation for the Travis County Sheriff's Office to continue to receive federal pass through funding for overtime resources for driving while intoxicated enforcement; and
 - d. Response to an internal control structure questionnaire required as part of the FY 2013 Title IV-E Child Welfare Services contract with the Texas Department of Family and Protective Services.

RESULT: ADDED TO CONSENT

14. 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 \$1,466,572.26 for the period of January 18 to January 24, 2013.

Members of the Court heard from:

John Rabb, Benefits Manager, Human Resources and Management Department (HRMD)

MOTION: Approve Item 14.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

15. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

Other Items

At 11:00 a.m.

16. Consider and take appropriate action on legislative matters, including:
 - a. Update on legislative activities;
 - b. Resolution in opposition to House Joint Resolution 46, proposing a constitutional amendment providing for the election and staggering of terms of county commissioners following a change in boundaries of a commissioners precinct;

Clerk's Note: The Court discussed opposition to House Joint Resolution 46, proposing a constitutional amendment providing for the election and staggering of terms of Commissioners following a change of boundaries of a commissioner's precinct.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

MOTION: Oppose the legislation and execute the Resolution as prepared by staff.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- c. **Added item: letter to members of the Senate Finance Committee regarding funding for the Low Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program (LIRAP) and the Local Initiative Projects (LIP).**

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Support sending the letter.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- d. Creation of two additional criminal courts in the 83rd legislative session; and

Clerk's Note: The Court discussed four bills regarding the creation of additional district and criminal courts in the 83rd legislative session. The options considered are: "Contingent" bills with an effective date of either September 1 or October 1, 2015, and "clean" bills with an effective date of January 1, 2015.

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR
The Honorable Julie Kocurek, Judge, 390th Criminal District Court

MOTION: Support the clean bill for the District and the County Court with an effective date of September 1, 2015.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Gerald Daugherty
NAYS: Margaret J. Gómez

- e. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Clerk's Note: The Court discussed ratifying the County's legislative Agenda regarding the actions previously approved by the Court including:

- *Update to the Open Meetings Act to remove references to tape recording*
- *Deferred compensation bill*
- *Clarify the extent of an Ad Valorem Tax lien on business and personal property*

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Include the three in the Court's platform
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Clerk's Note: The Court discussed taking the policy positions adopted by the Court and adding them to the legislative agenda as a general policy position.

MOTION: Approve staff recommendation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

17. Consider and take appropriate action on the proposed Civil and Family Court House project, including:

- a. Timeline of work completed and Commissioners Court actions taken to date;
- b. Document and affirm current and future needs for additional space for Civil and Family Court proceedings;
- c. Proposed scope of work for the procurement of program management services;

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Belinda Powell, Capital Planning Coordinator, PBO
Cyd Grimes, Travis County Purchasing Agent
John Hille, Assistant County Attorney

RESULT: **DISCUSSED** **Reset for: 2/12/2013**

- d. Proposed staff evaluation team for the procurement of program management services;

Clerk's Note: The Court discussed the members of the staff evaluation team:

- o Leslie Browder, County Executive, PBO
- o Roger Jefferies, County Executive, JPS
- o Roger El Khoury, Director, Facilities Management
- o Belinda Powell, Capital Planning Coordinator, PBO
- o Peggy Liedtke, Court Administrator, Civil Courts

MOTION: Approve the team.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
NAYS: Gerald Daugherty

- e. Appointment of executive sponsors for the project;

Clerk's Note: The Court discussed the reappointment of Leslie Browder, County Executive, PBO and Roger Jefferies, County Executive, JPS as the executive sponsors.

MOTION: Reappoint the Executive Sponsors.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- f. Charge for the expanded Citizens Advisory Committee; and
- g. Proposed membership for the expanded Citizens Advisory Committee. (Judge Biscoe and Commissioner Eckhardt)

RESULT: DISCUSSED Reset for: 2/12/2013

- 18. Consider and take appropriate action on the reappointment of Sandra Igau to the Emergency Services District #1 Board of Directors effective immediately until December 31, 2014. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 19. Consider and take appropriate action on the reappointment of Greg Johnston to the Emergency Services District #1 Board of Directors effective immediately until December 31, 2014. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 20. Consider and take appropriate action on the reappointment of Paula Barr to the Emergency Services District #6 Board of Directors effective immediately until December 31, 2014. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 21. Consider and take appropriate action on the reappointment of Barker Keith to the Emergency Services District #6 Board of Directors effective immediately until December 31, 2014. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 22. Consider and take appropriate action on the reappointment of Ken Beck to the Emergency Services District #14 Board of Directors effective immediately until December 31, 2014. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that this item should be an appointment of Mr. Beck, not a reappointment.

- 23. Consider and take appropriate action on the reappointment of Tom Stevenson to the Emergency Services District #14 Board of Directors effective immediately until December 31, 2014. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 24. Consider and take appropriate action on the appointment of Brooke Son as a representative of Travis County to the City of Austin Early Childhood Council effective immediately until July 31, 2015. (Judge Biscoe)

RESULT: ADDED TO CONSENT

- 25. Approve issuance of Multifamily Housing Revenue Bonds by Strategic Housing Finance Corporation of Travis County Multifamily Housing Revenue Bonds for the Paddock at Norwood project.

MOTION: Approve Item 25.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

- Note 1: Gov't Code Ann 551.071, Consultation with Attorney*
- Note 2: Gov't Code Ann 551.072, Real Property*
- Note 3: Gov't Code Ann 551.074, Personnel Matters*
- Note 4: Gov't Code Ann 551.076, Security*
- Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

26. Evaluate current applications and take appropriate action on process to select County Executive, Technology Services. ^{3and1} (Judge Biscoe)

Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

MOTION: Schedule an interview with the top candidate.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Clerk's Note: The County Judge noted that the Court hopes to interview the candidate next week.

27. Receive briefing and take appropriate action regarding Braker Lane Participation Agreement with Austin Boise Joint Ventures, LP, Wild Horse Investments, Ltd., and J&T Development Group. ¹ (Commissioner Davis)

Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED**

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 6, 7, 13.a–d, 15, 18, 19, 20, 21, 22, 23 and 24.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- C1. Receive bids from County Purchasing Agent.
- C2. Approve payment of claims and authorize County Treasurer to invest County funds.
- C3. Consider and take appropriate action on the appointment of Jeannette Schaleben Cook to the Travis County Historical Commission, correcting the term of her appointment to begin on February 1, 2013 through January 31, 2015. (Commissioner Eckhardt)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, February 12, 2013 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 February 12, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Public Hearing to receive comments on the petition to create Emergency Services District Number 2A and all issues related to the creation of this district.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Members of the Court heard from:

- Kelly Carlton, Representative for Pflugerville Professional Firefighters Association Local 4137
- George Hyde, City Attorney, City of Pflugerville
- Ron Moellenberg, Fire Chief, Emergency Services District #2 (ESD #2)
- Ronald Cunningham, ESD #2 Resident and member, Pflugerville Professional Firefighters Association Local 4137
- Melanie Ryan, ESD #2 Resident
- Jeff Coleman, Mayor of Pflugerville
- Justin LeBlanc, Travis County Resident
- Rodney Blackburn, Travis County Resident
- Willard Hebbe, Travis County Resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:

Stacey Scheffel, Program Manager, On-site Sewage Facilities, Transportation and Natural Resources (TNR)

Anna Bowlin, Program Manager, Planning and Engineering, TNR

Special Items

2. 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

RESULT: DISCUSSED

Reset for: 2/19/2013

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains in place.

Resolutions and Proclamations

3. Approve Resolution declaring Travis County's intent to join with other central Texas counties to re-task the Coalition of Central Texas Utilities Development Corporation. (Judge Biscoe)

Members of the Court heard from:

Pix Howell, Program Manager and Community Planner

MOTION: Approve the Resolution in Item 3.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Sarah Eckhardt, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

4. Consider and take appropriate action on Resolution creating a Targeted Employment Area (TEA) within Travis County that is comprised of a portion of the City of Pflugerville and its extraterritorial jurisdiction. (Judge Biscoe)

Members of the Court heard from:

Floyd Akers, Executive Director, Pflugerville Community Development Corporation

Jaime Martinez, Director, Center for International Trade, University of Texas San Antonio

MOTION: Approve the Resolution in Item 4.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Purchasing Office Items

5. Pursuant to Texas Local Government Code, Section 263.152(A)(1), declare certain items surplus property and sell at public auction.

RESULT: ADDED TO CONSENT

6. Approve Modification No. 2 to Contract No. 4400000072 (HTE Contract No. 10AE0198JE), AECOM Technical Services, Inc. for design services, Arterial "A".

RESULT: ADDED TO CONSENT

7. Approve Contract award for grease and lint trap pump-out service, IFB No. B1210-006-NB, to the low bidder, Liquid Environmental Solutions, LLC.

RESULT: ADDED TO CONSENT

8. Approve Assignment of Contract No. 4400000797 (HTE Contract No. PS100145ML), Modification No. 4, from Mitotyping Technologies to American International Biotechnology Services.

RESULT: ADDED TO CONSENT

9. Approve Termination of Contract No. 4400000086 (HTE Contract No. 10T00098LD), FEB Contractors LLC, for demolition services.

RESULT: ADDED TO CONSENT

10. Approve Modification No. 1 to Contract No. 4400000223 (HTE Contract No. 12T00174LD), KBRO Sports Field Management LLC, sports field turf maintenance.

RESULT: ADDED TO CONSENT

11. Discuss and take appropriate action on request for services and scope of work for program manager/owner's representative for new civil and family courthouse project.

Members of the Court heard from:

Cyd Grimes, Travis County Purchasing Agent
Belinda Powell, Capital Planning Coordinator, Planning and Budget Office (PBO)
The Honorable Lora Livingston, Judge, 261st Judicial District Civil Court
John Hille, Assistant County Attorney

MOTION: Move forward with the Request For Services (RFS) in Item 11.

RESULT: **APPROVED [4 TO 1]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Sarah Eckhardt, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Gerald Daugherty

NAYS: Margaret J. Gómez

Health and Human Services Dept. Items

12. Consider and take appropriate action on the policy and planned implementation strategies for Chapter 57 – Travis County Tobacco-Free Campus/Worksite Policy.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Dr. Phil Huang, Medical Director, Austin Travis County Health and Human Services (A-TCHHS)
Dr. Lynn Stewart, Physician, Travis County Wellness Clinic
Ana Almaguel, Planning Project Manager, TCHHS&VS
Josie Pena, Health Services Supervisor, Travis County Wellness Clinic

MOTION: Keep the policy in place and remove e-cigarettes.
RESULT: **DEFEATED [2 TO 3]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Sarah Eckhardt, Gerald Daugherty
NAYS: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez

Transportation and Natural Resources Dept. Items

13. Consider and take appropriate action on the following requests:

- a. Variance from Travis County Code, Section 82.941(I), to allow the Lake Travis ISD to construct a storm sewer outlet headwall within a waterway setback;
- b. A variance from Travis County Code, Section 82.943(A), to allow the Lake Travis ISD to place fill material and cut excavations in excess of eight vertical feet; and
- c. A variance from Travis County Code, Sections 82.401(A) and 82.920, to allow the Lake Travis ISD to proceed with a construction plan for the new middle school without filing fiscal security. (Commissioner Daugherty)

Clerk's Note: The Court discussed a list of requests from Travis Settlement Homeowners Associations (HOA) for Lake Travis Independent School District (ISD).

Members of the Court heard from:

Steve Manilla, County Executive, TNR
David Fowler, Senior Engineer, TNR
Tom Weber, Environmental Program Manager, TNR
Jim Ratcliffe, Senior Director, Facilities and Construction, Lake Travis ISD
Hazel Sanchez, Travis Settlement Resident
Tom Nuckols, Assistant County Attorney
Zoltan Papp, President, Travis Settlement HOA
Teresa Calkins, Senior Engineer, TNR
Anna Bowlin, Program Manager, Planning and Engineering, TNR

MOTION: Enforce the installation of double silt fencing where needed as an additional condition to the permit.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

MOTION: That erosion control be via mat or sod unless the County requires both.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

MOTION: Grant the requested variances, and authorize Steve Manilla, County Executive, TNR, to sign the permit once agreement has been reached between the parties; if agreement is not reached, the permit is to be brought back to the Commissioners Court for action.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

14. Consider and take appropriate action on a plat for recording in Precinct Three: Sola Vista Section 2 Final Plat (Long form plat -29 single family residential lots -37.04 acres – Cypress Ranch Boulevard). (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

15. Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Lakeside at Blackhawk, Section 3 subdivision, in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on the following requests in Precinct One:
- a. Termination of a Participation Agreement between Travis County and private developers ; and
 - b. Termination of the Interlocal Cooperation Agreement with the City of Austin for improvements to Braker Lane. (Commissioner Davis)

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action on the following:
- a. The use of FY2013 Local Initiative Projects Program Grant funds to provide continued support for the Downtown Austin Transportation Management Association (DATMA); and
 - b. Amendment One to the agreement between DATMA and Travis County.

MOTION: Approve Item 17.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Gerald Daugherty, Commissioner

SECONDER: Sarah Eckhardt, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Planning and Budget Dept. Items

18. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

19. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:
- a. Contract Amendment with the Texas Department of Public Safety to close out the 2010 Urban Area Security Initiative Grant Program in the Travis County Sheriff's Office; and

- b. Contract Amendment with the Texas Department of Public Safety to close out the 2010 Hazardous Material Detection and Decontamination Equipment and Related Maintenance Grant in the Emergency Services Department.

RESULT: ADDED TO CONSENT

- 20. 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 \$569,238.61 for the period of January 25 to January 31, 2013.

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments; and
- b. Non-routine request from the Travis County Clerk for a variance to Travis County Code §10.0155, Employment of Special Project Employees.

RESULT: ADDED TO CONSENT

Other Items

- 22. Consider and take appropriate action on the following matters related to the Strategic Housing Finance Corporation Board of Directors, including:

- a. Proposed questions for interviews with candidates; and
- b. Interview schedule and other related issues.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

RESULT: DISCUSSED

- 23. **At 11:00 a.m.** Consider and take appropriate action on legislative matters, including:

- a. Update on legislative activities;
- b. Letter to members of the House Appropriations Committee regarding funding for the Low Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program (LIRAP) and the Local Initiative Projects (LIP);

Clerk's Note: The Court discussed sending a letter to the members of the House Appropriations Committee regarding funding for LIRAP and LIP.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Approve sending the letter.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- c. Legislation to create a civil courts filing fee not to exceed \$15 to help fund improvements to courthouse facilities in Travis County; and

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR
The Honorable Lora Livingston, Judge, 261st Judicial District Civil Court
Eric Behrens, Austin Bar Association

MOTION: Support the creation of civil courts filing fee.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- d. Additions to the priorities, policy positions and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Add the proposed addition of two new courts to the County's legislative agenda and priority list.
RESULT: **APPROVED [4 TO 1]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Gerald Daugherty
NAYS: Margaret J. Gómez

- 24. Consider and take appropriate action regarding the D2000 project.

RESULT: POSTPONED **Reset for: 2/26/2013**

- 25. Receive Fiscal Year 2013 State Forfeited Property Account Budget from Travis County Sheriff's Office in accordance with the provisions of Article 59.06(D) of the Texas Code of Criminal Procedure.

RESULT: ADDED TO CONSENT

- 26. Consider and take appropriate action on the designation of a County Court at Law Judge as a member of the Travis County Bail Bond Board.

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that Judge Carlos Barrera will be appointed to the Travis County Bail Bond Board.

- 27. Consider and take appropriate action to reappoint Michelle Murphy Smith to the Sustainable Food Policy Board effective immediately until February 28, 2015. (Commissioner Daugherty)

RESULT: ADDED TO CONSENT

- 28. Consider and take appropriate action to reappoint Paula McDermott to the Sustainable Food Policy Board effective immediately until February 28, 2015. (Commissioner Gómez)

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

29. Receive legal briefing and take appropriate action regarding possible litigation involving Mortgage Electronic Registration System (MERS) and others. ¹

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED **Reset for: 2/26/2013**

30. Consider and take appropriate action for economic development incentive agreement with Project Foxtrot. ⁵

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

RESULT: DISCUSSED

31. Consultation with County Attorney, receive briefing and take appropriate action regarding settlement counter offer in Melanie Boyte vs. Travis County, Texas, Greg Hamilton, Cynthia Schantz, Julie Martinets and Jane Doe II; A-12-CV-00181-LY. ¹

Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Counter the counter-offer and offer to settle the matter in the amount of \$10,000.00, and authorize staff to hire appropriate experts in this matter. If the \$10,000.00 is not accepted, this matter will be headed to litigation.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

32. **Canceled** Interview candidates for the County Executive, Technology Services position and take appropriate action. ³

RESULT: POSTPONED **Reset for: 2/26/2013**

33. Consider and take appropriate action regarding value and future use of the Executive Office Building. ^{1 and 2}

Judge Biscoe announced that Item 33 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

Reset for: 2/26/2013

Consent Items

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 5, 6, 7, 8, 9, 10, 14, 15, 16.a–b, 18, 19.a–b, 20, 21.a–b, 25, 26, 27 and 28.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

- 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 for the months of September, October and November, 2013.
- C4. Receive state required racial profiling report for Calendar Year 2012 from Precinct Five.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By: Gayla Dembkowski **Phone #:** 854-7642

3/11/13

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

A handwritten signature in black ink, appearing to read "Anna Bowlin".

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, March 26, 2013 to receive comments regarding two street name assignments for private easements to be known as "Aspen Highlands Drive" and "Willowmount Way", Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Approve setting a public hearing on Tuesday, March 26, 2013 to receive comments regarding two street name assignments for private easements to be known as "Aspen Highlands Drive" and "Willowmount Way".

STAFF RECOMMENDATIONS:

The Homeowners Association (HOA) for Rob Roy Rim Condominiums has requested the Addressing Committee to assign street names for their two easements. "Willowmount Way" was assigned to the entrance by the HOA from the creation of the condominiums. None of the home owners get addresses on the entrance road. Letters were sent to all who have homes on the other easement and 15 chose "Aspen Highlands Drive", 1 for "Prospect Glades Drive" and 8 did not respond. Staff recommends the two private easements be named "Aspen Highlands Drive" for the condos and "Willowmount Way" for the entrance.

These street assignments do not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

ISSUES AND OPPORTUNITIES:

These easements are not roads Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Map

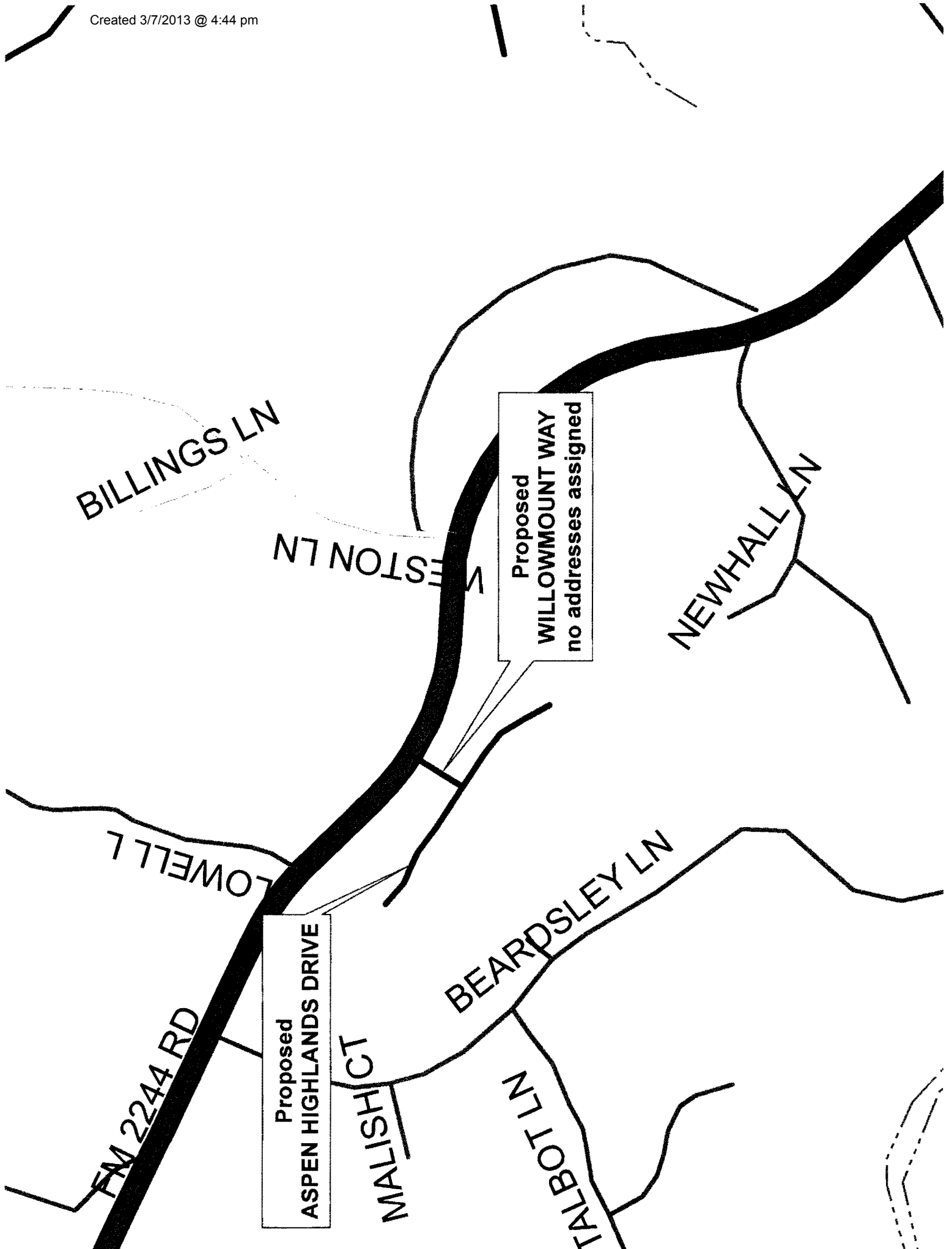
REQUIRED AUTHORIZATIONS:

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

CC:

: :

1101 - Development Services Long Range Planning - Rob Roy Rim Condos



BILLINGS LN

WESTON LN

NEWHALL LN

Proposed
WILLOWMOUNT WAY
no addresses assigned

LOWELL

BEARDSLEY LN

Proposed
ASPEN HIGHLANDS DRIVE

MALISH CT

TAITBOTT LN

FM 2244 RD

ROB ROY RIM CONDOMINIUMS

NAME	CURRENT ADDRESS	CHOICE
Ali, Muhammad	7901 Bee Caves Road #1	Aspen Highlands Drive
Ali, Razia	7901 Bee Caves Road #1	Aspen Highlands Drive
Dhuka, Almas M.	7901 Bee Caves Road #2	
Dhuka, Mubarak A.	7901 Bee Caves Road #2	
Otti, Vince	7901 Bee Caves Road #3	Aspen Highlands Drive
Otti, Chika	7901 Bee Caves Road #3	Aspen Highlands Drive
Nguyen, Dong	7901 Bee Caves Road #4	Aspen Highlands Drive
Nguyen, Loan	7901 Bee Caves Road #4	Aspen Highlands Drive
Reo Invest. Trust, LSF6 Mercury	7901 Bee Caves Road #5	
Bonasso, Franklin	7901 Bee Caves Road #6	Prospect Glades Drive
Bonasso, Mary	7901 Bee Caves Road #6	Prospect Glades Drive
Subramanian, Sumant	7901 Bee Caves Road #7	Aspen Highlands Drive
Um, Sam K.	7901 Bee Caves Road #8	
Um, Young MI	7901 Bee Caves Road #8	
Berbette, Brad	7901 Bee Caves Road #9	Aspen Highlands Drive
Berbette, Juli	7901 Bee Caves Road #9	Aspen Highlands Drive
Mukherjee, Sonia	7901 Bee Caves Road #10	Aspen Highlands Drive
Mukherjee, Anindya	7901 Bee Caves Road #10	Aspen Highlands Drive
Cantu, Adrinna	7901 Bee Caves Road #11	Aspen Highlands Drive
Kottler, Lisa G.	7901 Bee Caves Road #11	Aspen Highlands Drive
Dornan, Robert	7901 Bee Caves Road #12	Aspen Highlands Drive
Dornan, Judy	7901 Bee Caves Road #12	Aspen Highlands Drive
Luke, Kirsten	7901 Bee Caves Road #13	Aspen Highlands Drive
Luke, Scott K.	7901 Bee Caves Road #13	Aspen Highlands Drive
McDougal, Mark E.	7901 Bee Caves Road #14	Aspen Highlands Drive
McDougal, Tracia	7901 Bee Caves Road #14	Aspen Highlands Drive
Lane, Penny	7901 Bee Caves Road #15	Aspen Highlands Drive
Abdi, Abdul	7901 Bee Caves Road #16	
Abdi, Diana	7901 Bee Caves Road #16	
Zhao, Jianren	7901 Bee Caves Road #17	
Momin, Amin	7901 Bee Caves Road #18	Aspen Highlands Drive
Momin, Razia	7901 Bee Caves Road #18	Aspen Highlands Drive
Misch, Jeff D	7901 Bee Caves Road #19	Aspen Highlands Drive
Misch, Stephanie W	7901 Bee Caves Road #19	Aspen Highlands Drive
Mohammad, Shoaib	7901 Bee Caves Road #20	
Chase, Craig M.	7901 Bee Caves Road #21	Aspen Highlands Drive
Marcus, Sherry	7901 Bee Caves Road #21	Aspen Highlands Drive
Majeed, Roberta Lynn	7901 Bee Caves Road #22	Aspen Highlands Drive
Majeed, Tariq	7901 Bee Caves Road #22	Aspen Highlands Drive
Ginac, Frank P.	7901 Bee Caves Road #23	Aspen Highlands Drive
Ginac, Linda	7901 Bee Caves Road #23	Aspen Highlands Drive
Patel, Prakash	7901 Bee Caves Road #24	
Patel, Smita	7901 Bee Caves Road #24	

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, MARCH 26, 2013 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR TWO STREET NAME ASSIGNMENTS.

THIS PRIVATE EASEMENTS ARE LOCATED OFF RM 2244 ALSO KNOWN AS BEE CAVES ROAD IN THE ROB ROY RIM CONDOMINIUMS TO BE KNOWN AS **“ASPEN HIGHLANDS DRIVE”** AND **“WILLOWMOUNT WAY”**

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THESE STREET NAME ASSIGNMENTS PLEASE CALL 854-7642.



Item C5

Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

Prepared By: Gayla Dembkowski **Phone #:** 854-7642

3/1/13 **Division Director/Manager:** Anna Bowlin, Division Manager, Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, March 26, 2013 to receive comments regarding a street name assignment for an unnamed private street to "Sweetwater Club Circle", Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Approve setting a public hearing on Tuesday, March 26, 2013 to receive comments regarding a street name assignment for an unnamed private street to "Sweetwater Club Circle".

STAFF RECOMMENDATIONS:

Staff recommends naming the private street "Sweetwater Club Circle" in the new Sweetwater Section 1 Village A Replat. WS-COS Development owns all of the lots and has petitioned to name the street "Sweetwater Club Circle", a name which has been cleared through 911 Addressing staff.

This street name assignment does not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

ISSUES AND OPPORTUNITIES:

This street is not a road that Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Map-1
- Petition

REQUIRED AUTHORIZATIONS:

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

Anna Bowlin	Division Manager	Development Services	854-7561

CC:

∴ ∴
2501 - GIS -

W. A. BARLOW SURVEY NO. 86
 TRAVIS COUNTY, TEXAS
 JUNE 2012



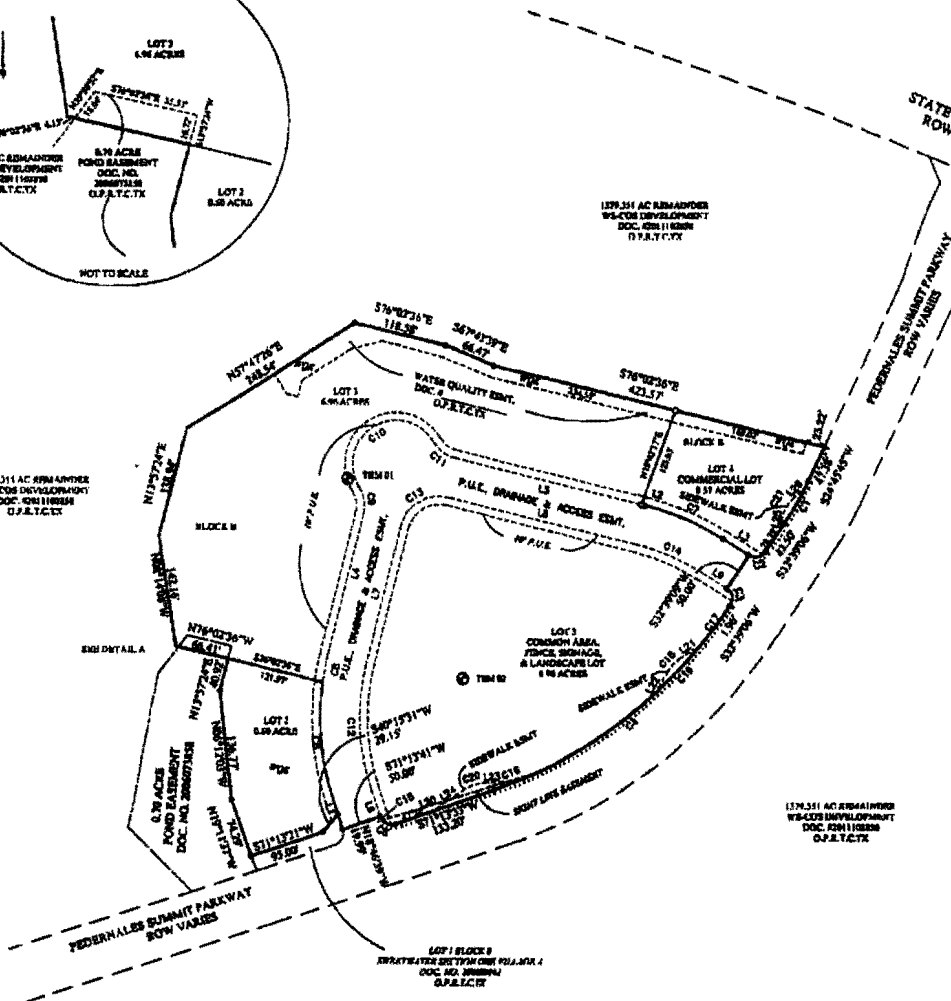
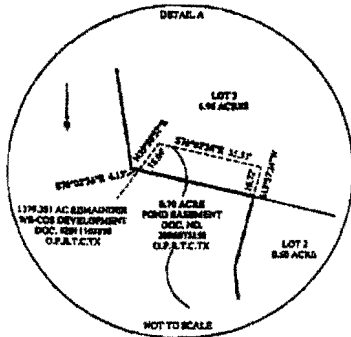
LEGEND

- 6 INCH BLOW ROD WITH TOLISA SURVEY CAP FOUND
- 8 INCH BLOW ROD WITH DELTA CAP SET
- CONCRETE MONUMENT SET
- SIDEWALK
- BL BUILDING LINE
- PUB PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- D.P.A.T.C.TX OFFICIAL PUBLIC RECORD, TRAVIS COUNTY, TEXAS
- DC DRAINAGE EASEMENT
- WQB WATER QUALITY BMP EASEMENT
- YSL FENCE, BORAGE AND LANDSCAPE LOT
- HM ELEVATION BENCH MARK

LINE	BEARING	DISTANCE
L1	N118°43'39" W	18.60
L2	S78°02'38" E	5.40
L3	S57°20'59" E	37.24
L4	N17°57'24" E	183.12
L5	S78°02'38" E	241.83
L6	N118°48'39" W	34.58
L7	N132°7'24" E	178.54
L8	S78°02'38" E	243.74
L9	S57°20'59" E	37.24
L10	S27°18'18" E	23.38
L11	N57°47'28" E	88.97
L12	S78°02'38" E	18.94
L13	N11°58'48" W	11.12

LINE	BEARING	DISTANCE
L14	S78°02'38" E	84.75
L15	S67°43'38" E	66.47
L16	S78°02'38" E	401.41
L17	N11°58'48" W	15.00
L20	S77°05'03" W	207.93
L21	S58°18'28" W	31.21
L22	S28°50'33" W	29.41
L23	S68°57'07" W	43.21
L24	S38°29'18" W	50.68
L25	S12°41'41" W	17.15
L26	S44°32'01" W	22.61

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	438.00	59.80	89.85	S28°42'38" W	7°33'21"
C2	15.00	23.56	21.21	S77°30'04" W	89°50'53"
C3	15.00	23.56	21.21	S17°20'56" E	90°00'00"
C4	565.00	380.36	373.24	S51°58'20" W	38°34'27"
C5	18.00	23.56	21.21	N83°48'33" W	89°59'47"
C6	328.00	149.91	148.58	N03°33'49" W	28°25'42"
C7	328.00	106.04	105.57	S68°41'47" E	18°41'37"
C8	328.00	35.77	35.75	N10°48'13" E	6°18'21"
C9	45.00	35.79	34.86	N08°49'48" W	45°34'23"
C10	85.00	173.89	109.89	N58°57'24" E	181°08'48"
C11	45.00	35.79	34.86	S83°15'35" E	45°34'23"
C12	275.00	157.11	154.99	N02°24'38" W	32°44'03"
C13	90.00	78.54	70.71	S58°57'24" E	80°00'00"
C14	275.00	89.72	89.33	S68°41'47" E	18°41'37"
C15	15.00	5.11	5.08	S28°31'41" E	19°30'00"
C16	565.00	80.60	80.57	N88°09'11" E	808°44"
C17	565.00	58.53	58.51	N37°00'13" E	802°14"
C18	83.00	35.28	28.24	S42°39'28" W	27°19'53"
C19	565.00	84.03	83.85	N42°58'58" E	8°31'18"
C20	53.00	28.18	27.85	S71°43'13" W	3077°48"
C21	53.00	29.45	28.07	S28°36'51" W	31°50'20"



**SWEETWATER RANCH
 SECTION ONE, VILLAGE A
 REPLAT**

LAND USE TABLE

COMMON AREA, FENCE, BORAGE, & LANDSCAPE LOTS	1.1073 - 6.98 AC.
WATER QUALITY EASEM.	1.1073 - 8.80 AC.
COMMERCIAL LOTS	1.1073 - 0.57 AC.
SF LOTS	0
BLOCKS	1
TOTAL ACREAGE	8.12 Ac.

**SHEET
 4
 OF
 4**

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX, 78745
 office (512) 282-9200 fax (512) 282-5230

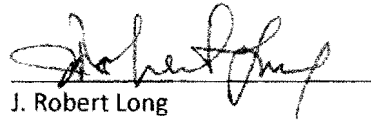
PETITION TO ASSIGN A NAME FOR THE PRIVATE ROAD IN THE
SWEETWATER SECTION 1, VILLAGE A REPLAT

PRIVATE ROAD NAME: SWEETWATER CLUB CIRCLE

Executed as Owner of all lots in the Sweetwater
Section 1, Village A Replat

WS-COS DEVELOPMENT, LLC
A Delaware limited liability company

By:



J. Robert Long
Authorized Signatory

Date:

2/25/13

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has found a necessity for a street name assignment;

WHEREAS, the one property owner petitioned Travis County to name the private street;

WHEREAS, a public hearing was held on March 26, 2013, pursuant to the street name assignment; and

BE IT THEREFORE ORDERED by the Commissioners Court of Travis County, Texas, that the private street be named as follows:

PRECINCT THREE:

A PRIVATE STREET TO

“SWEETWATER CLUB CIRCLE”

PASSED AND ADOPTED THE _____ DAY OF _____, 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

GERALD DAUGHERTY,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ,
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, March 26, 2013 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS PRIVATE STREET IS LOCATED OFF PEDERNALES SUMMIT PARKWAY AND W SH 71 TO BE KNOWN AS **“SWEETWATER CLUB CIRCLE”**.

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-7642.



Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning AB

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, April 2, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate three public utility and drainage easements located over and across Lot 6A, Block 41 of the Resubdivision of Lots 3 Thru 9, Lots 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One AND over and across Lot 6 and Lot 28, Block 41 of Austin Lake Hills, Section One – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate three public utility and drainage easements (PU&DEs) located over and across Lot 6A, Block 41 of the Resubdivision of Lots 3 Thru 9, Lots 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One. The easements are also located over and across Lot 6 and Lot 28 of the original plat - Austin Lake Hills, Section One. The easements are schematically shown on the resubdivided lot of Lot 6A and are dedicated by plat note on the original plat. The subject lot fronts on Miami Drive, a street maintained by Travis County.

Professional engineer Robert Thompson has stated and sealed that the subject easements are not necessary for drainage and recommends they be vacated. The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner requests the vacation of the easements for the purpose of placing a mobil home and carport on the property. Vacating the subject easements will allow the property owner to move forward with the plans without potentially encroaching on said easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

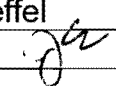
ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes
- Request Letter
- Engineer's Letter
- Utility Statements
- Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR - Permits	854-7565
John Ellis 	Engineer	Development Services	854-9805

SM:AB:ps

1101 - Development Services Long Range Planning - Re-sub of Lots 3 - 9, Lots 26 - 29, Blk 41 and Lots 7 - 13, Blk 42 of Austin Lake Hills, Section One and Austin Lake Hills, Section One

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of three public utility and drainage easements located over and across Lot 6A, Block 41 of the Re-subdivision of Lots 3 Thru 9 And Lots 26 Thru 29, Block 41 and Lots 7 Thru 13, Block 42 of Austin Lake Hills, Section One as recorded at Volume 56, Page 40 And over and across Lot 6 and Lot 28, Block 41 of Austin lake Hills, Section One as recorded at Volume 12, Page 61 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easements;

WHEREAS, Travis County staff has stated that there are no objections to the vacation of the drainage easements as described in the attached field notes and sketch;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the easements requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility and drainage easements as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on April 2, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the three public utility and drainage easements located over and across Lot 6A, Block 41 of the Re-subdivision of Lots 3 Thru 9 And Lots 26 Thru 29, Block 41 and Lots 7 Thru 13, Block 42 of Austin Lake Hills, Section One And over and across Lot 6 and Lot 28, Block 41 of Austin lake Hills, Section One, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

CEN-TEX

CEN-TEX SURVEYING COMPANY
LAND SURVEYING / LAND PLANNING

For Release Of Public Utility/Drainage Easement

Metes and Bound Description For 475 Square Feet of Land Area Out Of Lot 6-A, Block 41, Resubdivision of Lots 3 Thru 9, 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One, Travis County, Texas

All that certain tract or parcel of land or premises, being out of Lot 6-A, Block 41, Resubdivision Of Lots 3 Thru 9, 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One, a subdivision recorded in Book 56, Page 40 of the Plat Records of Travis County, Texas, being a strip of land 5 feet in width and 95 feet in length along the southwest side of said lot and being 475 square feet of land, more particularly described by metes and bounds as follows:

Beginning, in the Southeast line of a 50 foot wide roadway known locally as Miami Drive, at the North corner of Lot 7-A and the West corner of Lot 6-A, for the West corner of the tract described herein;

Thence, with the Southeast line of Miami Drive and the Northwest line of Lot 6-A, N 27 Deg. 42 Min. E 5.00 feet to a point for the North corner of the tract described herein;

Thence, entering Lot 6-A and running parallel to the Southwest line of same, S 62 Deg. 18 Min. E 95.00 feet to a point for the East corner of the tract described herein;

Thence, S 27 Deg. 42 Min. W 5.00 feet to a point in the Southwest line of Lot 6-A for the South corner of the tract described herein, which bears N 62 Deg 18 Min. W 5.00 feet from the South corner of Lot 6-A and the East corner of Lot 7-A;

Thence, with the Southwest line of Lot 6-A and the Northeast line of Lot 7-A, N 62 Deg. 18 Min. West 95.00 feet to the point and place of beginning of the tract described herein. There being contained within these metes and bounds 475 square feet of land area, more or less. Prepared from record information.



Weldon Klattenhoff, Professional Land Surveyor
Registration No. 4075 Texas

January 29, 2013
W.O.# 13-1-5b
Ref. # 13-1-5



CEN-TEX

CEN-TEX SURVEYING COMPANY
LAND SURVEYING / LAND PLANNING

For Release Of Public Utility/Drainage Easement

Metes And Bound Description For 900 Square Feet Of Land Area Out Of Lot 6-A, Block 41, Resubdivision Of Lots 3 Thru 9, 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One Travis County, Texas

All that certain tract or parcel of land or premises, being out of Lot 6-A, Block 41, Resubdivision Of Lots 3 Thru 9, 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One, a subdivision recorded in Blk 56, Page 40 of the Plat Records of Travis County, Texas, being a strip of land 10 feet in width and 90 feet in length and being 900 square feet of land, more particularly described by metes and bounds as follows:

Beginning For Reference, in the Southeast line of a 50 foot wide roadway known locally as Miami Drive, at the West corner of Lot 5-A and the North corner of Lot 6-A;

Thence, with the Southeast line of Miami Drive and the Northwest line of Lot 6-A, S 27 Deg. 42 Min. W 5.00 feet to a point;

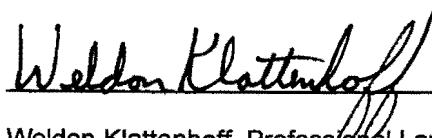
Thence, entering Lot 6-A and running parallel to the Northeast line of same, S 62 Deg. 18 Min. E 75.00 feet to a point for the North corner and Place of Beginning for the tract described herein;

Thence, S 62 Deg. 18 Min. E 10.00 feet to a point for the East corner of the tract described herein;

Thence, S 27 Deg. 42 Min. W 90.00 feet to a point for the South corner of the tract described herein;

Thence N 62 Deg. 18 Min. W 10.00 feet to a point for the West corner of the tract described herein;

Thence, N 27 Deg. 42 Min. E 90.00 feet to the point and place of beginning of the tract described herein. There being contained within these metes and bounds 900 square feet of land area, more or less. Prepared from record information.



Weldon Klattenhoff, Professional Land Surveyor
Registration No. 4075 Texas

January 29, 2013
W.O.# 13-1-5c
Ref. # 13-1-5



CEN-TEX

CEN-TEX SURVEYING COMPANY
LAND SURVEYING / LAND PLANNING

For Release Of Public Utility/Drainage Easement

Metes And Bound Description For 475 Square Feet Of Land Area Out Of Lot 6-A, Block 41,
Resubdivision Of Lots 3 Thru 9, 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One
Travis County, Texas

All that certain tract or parcel of land or premises, being out of Lot 6-A, Block 41, Resubdivision Of Lots 3 Thru 9, 26 Thru 29, Block 41 And Lots 7 Thru 13, Block 42, Austin Lake Hills, Section One, a subdivision recorded in Book 56, Page 40 of the Plat Records of Travis County, Texas, being a strip of land 5 feet in width and 95 feet in length along the Northeast side of said lot and being 475 square feet of land, more particularly described by metes and bounds as follows:

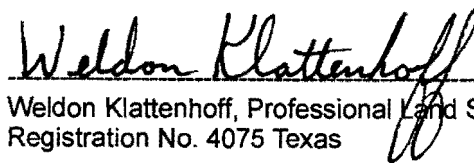
Beginning, in the Southeast line of a 50 foot wide roadway known locally as Miami Drive, at the West corner of Lot 5-A and the North corner of Lot 6-A, for the North corner of the tract described herein;

Thence, with the Southwest line of Lot 5-A and the Northeast line of Lot 6-A, S 62 Deg. 18 Min. E 95.00 feet to a point for the East corner of the tract described herein, which bears N 62 Deg. 18 Min. W 5.00 feet from the East corner of Lot 6-A and the South corner of Lot 7-A;

Thence, entering Lot 6-A, S 27 Deg. 42 Min. W 5.00 feet to a point for the South corner of the tract described herein;

Thence, running parallel to the Northeast line of Lot 6-A, N 62 Deg. 18 Min. W 95.00 feet to a point in the Southeast line of Miami Drive and the Northwest line of Lot 6-A for the West corner of the tract described herein;

Thence, with the Southeast line of Miami Drive and the Northwest line of Lot 6-A, N 27 Deg. 42 Min. E 5.00 feet to the point and place of beginning of the tract described herein. There being contained within these metes and bounds 475 square feet of land area, more or less. Prepared from record information.


Weldon Klattenhoff, Professional Land Surveyor
Registration No. 4075 Texas

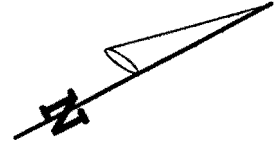
January 29, 2013
W.O.# 13-1-5d
Ref. # 13-1-5



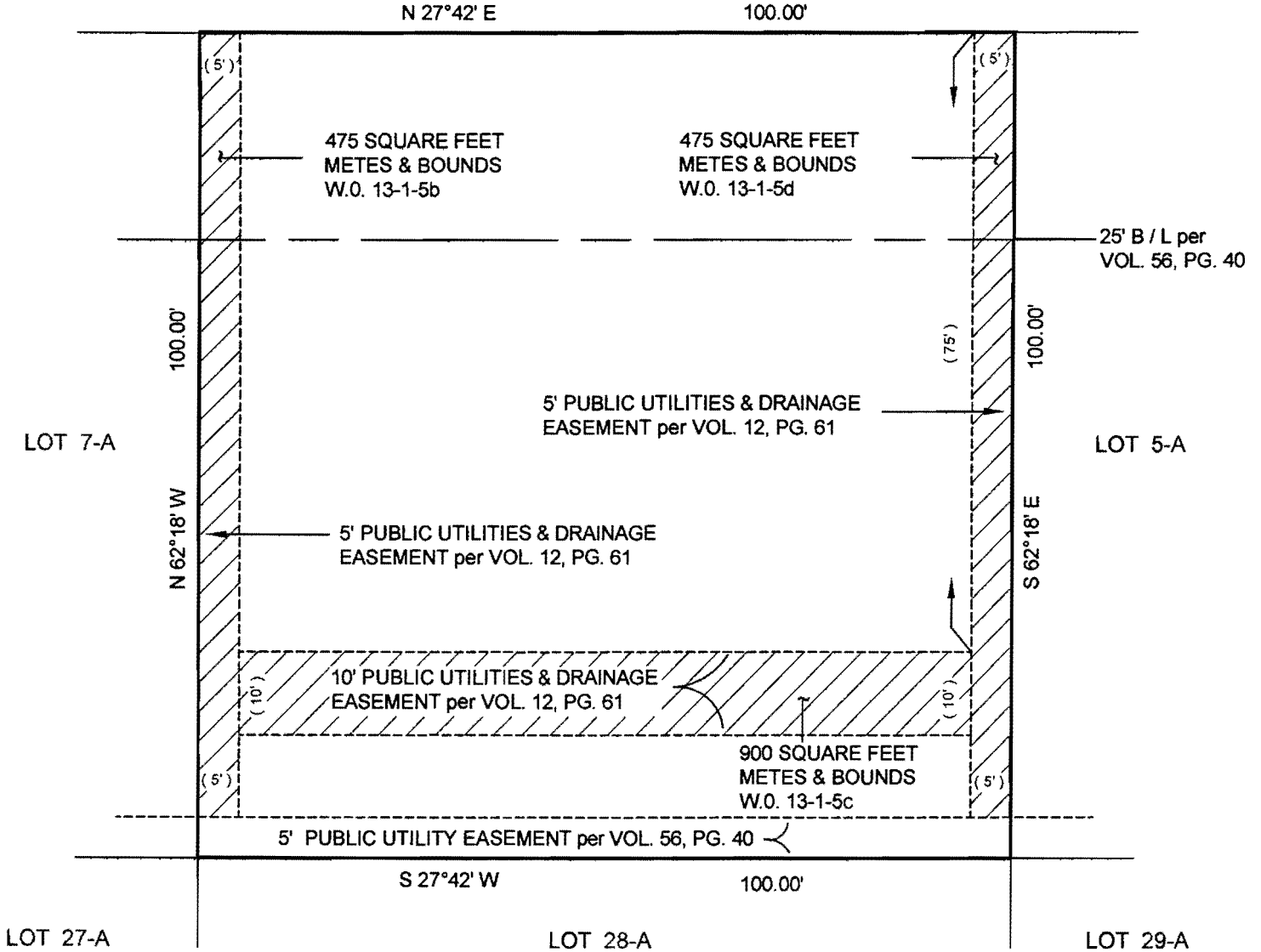
SKETCH TO ACCOMPANY FIELD NOTES

MIAMI DRIVE

50' R.O.W.
per VOL. 56, PG. 40



SCALE 1" = 20 FEET



LEGAL: LOT: 6-A BLOCK: 41 W.O. # 13-1-5a REF #: 13-1-5
 SUBDIVISION: RESUBDIVISION OF LOTS 3 THRU 9, 26 THRU 29, BLOCK 41 AND LOTS 7 THRU 13, BLOCK 42, AUSTIN LAKE HILLS SECTION ONE
 BOOK 56, PAGE 40
 STREET: 1605 MIAMI DRIVE COUNTY: TRAVIS
 REF: JAMASON MEDINA

CEN-TEX
 CEN-TEX SURVEYING COMPANY
 LAND SURVEYING / LAND PLANNING
 503 s. Lake Creek Drive
 Round Rock, TX 78681
 (512) 473-8800
 weldonklatt@earthlink.net

Jan. 29, 2013
 DATE

Weldon Klattenhoff
 WELDON KLATTENHOFF #4075
 REGISTERED PUBLIC SURVEYOR



February 1, 2013

This is a request for public utility easements to be vacated at:

1605 Miami Dr.
Austin, TX 78733

Legal Description:
Lor 6-A, Block 41
Austin Lake Hills Section 1
Vol. 56, Pg 40

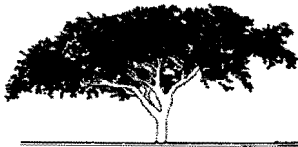
This request is to vacate the ten foot PUE located at the rear of the property to place a mobile home on and the five foot PUE on both sides of the property for current/future carport area.

Signed by Owner,



Jamason Medina
PO Box 142132
Austin, TX 78714
512-595-1506

RECEIVED
FEB 05 2013
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT



THOMPSON LAND ENGINEERING, LLC
Land Planning, Site Design, Subdivision Engineering

February 18, 2013

Mr. Steven Manilla, P.E.
County Executive
Travis County TNR
PO Box 1748
Austin, Texas 78767

**RE: Vacation of Public Utility Easement (PUE)
Lot 6-A, Block 41, Re-subdivision of Lots 3-9, 26-29, Block 41 & Lots 7-13,
Block 42, Austin Lake Hills Section One (Volume 56, Page 40)**

Dear Mr. Manilla:

The subject lot apparently has a 5 foot public utility easement (PUE) along both side lot lines and a 10 foot PUE through the rear of the lot. These PUEs do not appear to have any use and therefore the owner would like to have the PUEs vacated. This letter is to address the lack of need for the PUE for drainage purposes. The owner of the lot has contacted the various utility providers regarding their interest and will provide documentation from those entities separately.

We visited the subject lot, reviewed the topography, and considered the usefulness of this PUE for drainage purposes. It does not appear to us that the subject PUE is useful for drainage purposes. It appears that the majority of the upslope water flows around this lot. The run-off from Lot 7A, south of this lot, discharges largely to the street (Miami Drive) with only a small portion discharging to the rear of this lot (Lot 6A). The run-off from Lot 27A, southeast of this lot, discharges largely to the north (to Lot 28A) with only a small portion of the rear corner (northwest corner) of Lot 27A discharging to the subject lot. The run-off from Lot 28A discharges largely to the north or to the northeast corner of the subject lot. Given those trends, no significant run-off appears to flow in the alignment of the rear 10 foot PUE and no run-off at all appears to flow in the alignment of the side lot PUEs. A PUE will remain along the actual rear lot line and, though also probably not necessary if it were not for the overhead electric line, can serve as the easement for what little water crosses the back of this lot. Additionally, in our experience, it is relatively customary to have one or a couple of lots cross drain across another lot (without an easement) before being picked up in a roadside swale; it is not uncommon to have parallel roadways at different elevations resulting in high lots draining across low lots. This appears to be the case in this instance. The roadways need maintenance, but with roadside swales along Miami Drive and Lancer Lane (the upslope roadway), it would appear that sufficient conveyance would exist for the local drainage in question.

It is probably worth noting that a "natural drainage easement" exists through Lot 28A behind and generally "uphill" of this lot and that lot (except for the "natural drainage" area) and that easement passes around this lot, crossing the next lot to the north. We believe that the existence of this easement further confirms the findings above.

Mr. Steven Manilla, P.E.
County Executive
Travis County TNR
February 18, 2013
Page 2

It also is probably worth noting that the rear PUE appears to have once been along the rear line of this lot (and therefore was likely only 5 feet in width). It appears that with the re-subdivision, the PUE alignment was maintained thus apparently putting all 10 feet (5 feet on each side of the rear line) on this one lot.

Based on the forgoing, it does not seem that the PUEs along the side lot lines of Lot 6A, nor the 10 foot PUE crossing the rear of Lot 6A, are necessary for drainage purposes and as they regard drainage purposes, can be vacated.

We hope that you find this information complete and sufficient. Please contact me at 512-328-0002 if you have any questions.

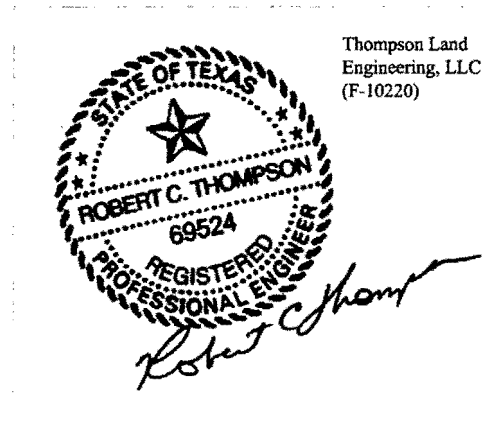
Sincerely,

THOMPSON LAND ENGINEERING, LLC

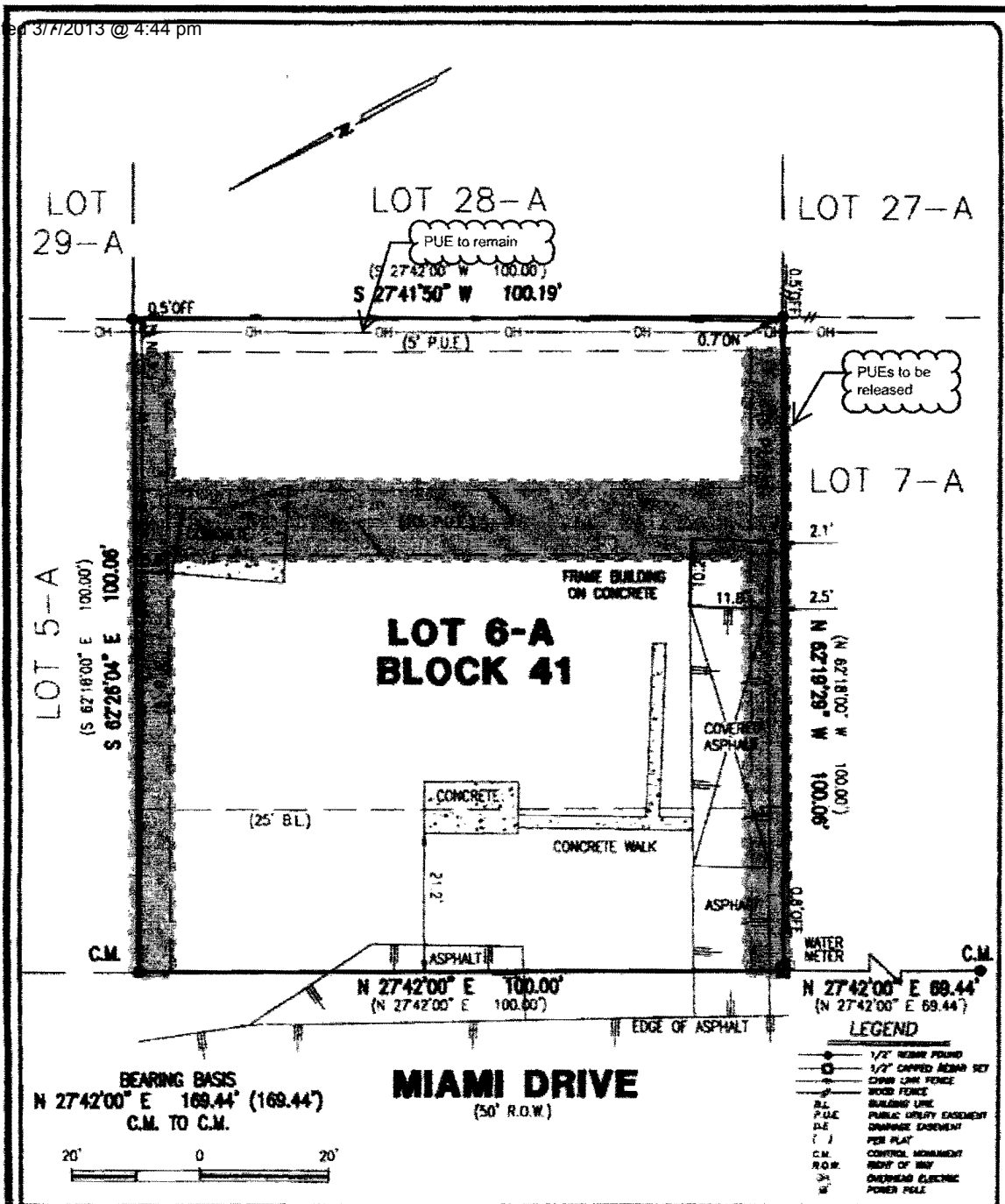


Robert C. (Ric) Thompson, M.S., P.E., C.F.M.

Attachments



February 18, 2013



IMPORTANT NOTICE
 This Survey was prepared without the benefit of a title commitment. There may be additional setback lines, easements and interests which are relevant to this property and unknown to B & G SURVEYING, INC.

[Signature]
 IN THE DEMONSTRATION AND / OR PRESEN OWNERS OF THE PROPERTIES SURVEYED

STATE OF TEXAS
REGISTERED
VICTOR M. GARZA
 4740
LAND SURVEYOR

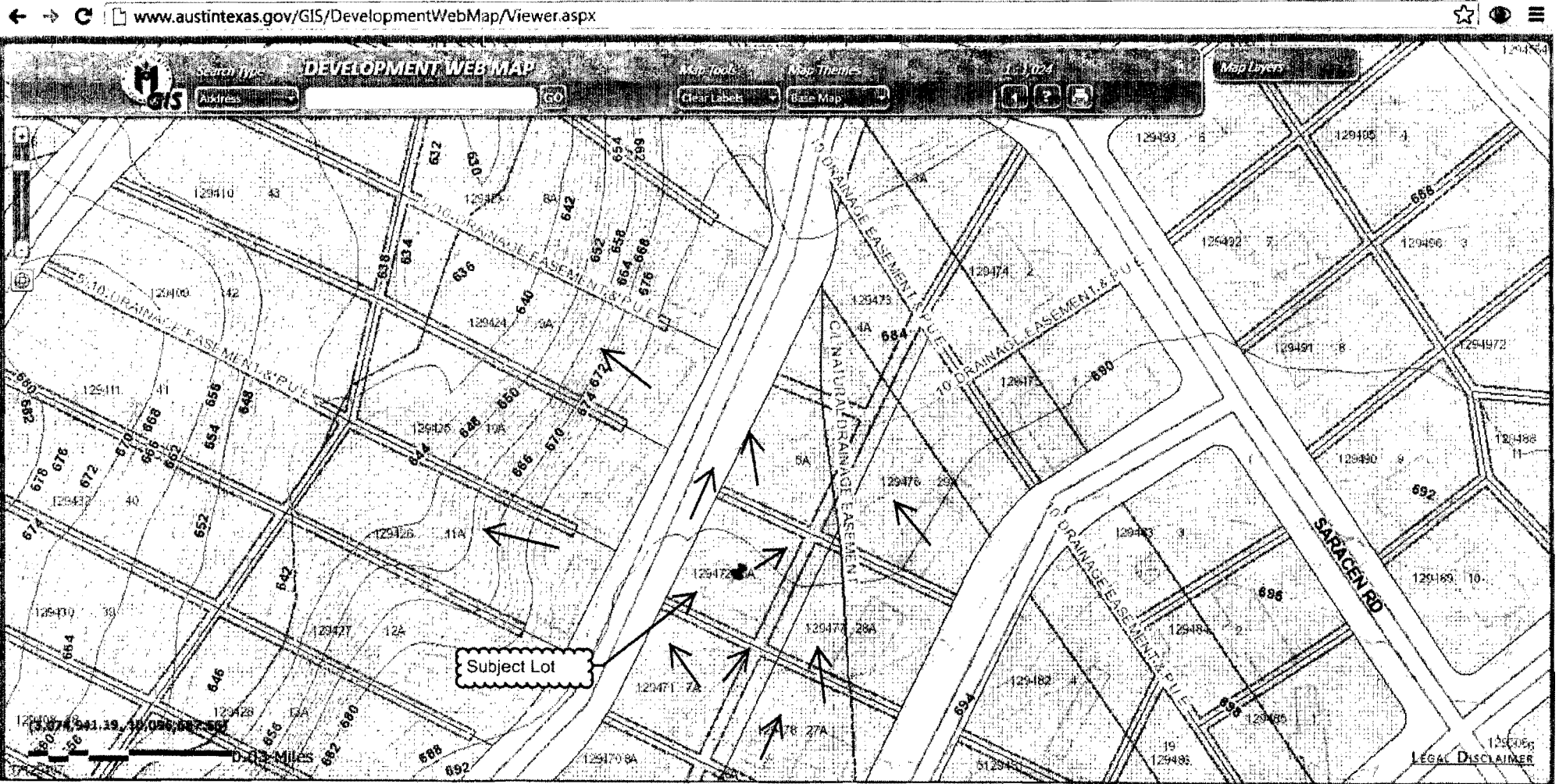
THIS AREA IS NOT DEPICTED AS BEING IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP # 4308 M, DATED 08/28/04. IT IS REPRESENTED AS IN ZONE "X". HOWEVER, AT THE PRESENT TIME, NO ELEVATIONS, DRAINAGE, OR FLOOD STUDIES HAVE BEEN PERFORMED AND INFORMATION IS DERIVED SOLELY UPON SAID MAP. THE SURVEYOR DOES NOT ASSUME RESPONSIBILITY AS TO ANY INFORMATION PROVIDED SAID MAP AND DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE OF FLOOD DAMAGE. FOR FURTHER INFORMATION CONTACT YOUR FLOOD PLAN ADMINISTRATOR.

STREET ADDRESS: 1805 MIAMI DRIVE CITY: AUSTIN COUNTY: TRAVIS STATE OF TEXAS
 REFERENCE NAME: HARDAKSHAN SINGH
 SUBDIVISION: RESUBDIVISION OF LOTS 3-6, 28-29, BLOCK 41 & LOTS 7-13, BLOCK 42, AUSTIN LANE HILLS SECTION ONE
 LOT: 6A BLOCK: 41 VOL/CAR: 58 PG/SLD: 40 PLAT RECORDS

B & G SURVEYING, INC.
DEWEY H. BURRIS & ASSOCIATES, INC.
 Surveyed by: B & G Surveying, Inc.
Dewey H. Burris & Associates
 www.BANDGSURVEY.COM
 1404 West North Loop Blvd. Austin, Texas 78756
 Office 512*458-8968, Fax 512*458-9845

JOB #: B0312812_TA
 DATE: 04/05/12
 SCALE: 1" = 20'

FIELD BOOK BY	JS/S	03/03/12
CALC BY	JKM	04/05/12
ENR'D BY	JKM	04/05/12
CHECKED BY	ML	04/05/12





City of Austin

Austin Water

625 East 10th Street Austin, Texas 78701
(512) 972-0101

January 7, 2013

Mr. Jamason Medina
4821 E Riverside Drive, Apt. 108
Austin Texas 78741
512-522-9381
jmed50@gmail.com

Re: 1605 Miami Drive.

Dear Mr. Medina,

Austin Water Utility (AWU) staff has evaluated your proposed request for the release of two 5 foot Public Utility Easement (PUE) of Lot 6-A, Resubdivision of Lots 3-9, 26-29, Block 41 & Lots 7-13, Block 42, Austin Lake Hills Section One record in Volume 56, Page 40 of the plat records of Travis County, Texas. AWU approves the requested release of these PUEs from a water and wastewater utilities standpoint.

If you have any questions regarding the response, please feel free to contact me at 512-972-0221.

Respectfully,

Angela Baez, Project Coordinator
Austin Water Utility
625 E. 10th Street, Waller Creek Center
Austin Texas 78701
512-972-0221 (wk.)
512-972-0285 (fax)
angela.baez@austintexas.gov

1 Attachment,
Easement Requirement Statement

Xc: Kathi L. Flowers, P.E., Managing Engineer, Pipeline Engineering





TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 11205 MIAMI DR. - AUSTIN, TX 78733 (address) and/or LOT 6-A, AUSTIN LAKE HILLS, SECTION ONE (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Alvareha Bria
Signature
Alvareha Bria
Printed Name
Project Coordinator
Title
Austin Water Utility
Utility Company or District
January 7, 2013
Date

Please return this completed form to:

Samson Manilla
Name
4821 E RIVERSIDE DR APT. 108
Address
AUSTIN, TX 78741
City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1605 Miami Dr, Austin, TX 78733 (address) and/or Lot 6-a, Resubdivision of lots 3 thru 9, 26 thru 29, block 41 and lots 7 thru 13, block 42, Austin Lake Hills, Section 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

RECEIVED
FEB 05 2013
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

Signature

Laurie Schumpert
Printed Name

Sr. Designer
Title

Title

Time Warner Cable – Central Texas
Utility Company or District

December 17, 2012
Date

Date

Date

Date

Please return this completed form to:

Name

Address

City/State/Zip



RECEIVED
FEB 05 2013
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND Jamason Medina, GRANTEE*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in *Travis County, Texas*, and described as follows:

Lot 6-A, Resubdivision of Lots 3 thru 9, 26 thru 29, Block 41, and Lots 7 thru 13, Block 42, Austin Lake Hills, Section One, Deed of record in Document 2012124354, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 56, Page 40, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 10 foot PUE crossing said Lot 6-A, described above and the 5 foot PUE along both side lines, excluding the 5 foot PUE located at rear of Lot 6-A, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 23 day of JANUARY, 2013.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name : Anthony Michetich

Title: Mgr-ENG. DESIGN

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY MICHETICH, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 23rd day of JANUARY, 2013.

Notary Public in and for the State of Texas
My Commission Expires 03/20/2013
CHRISTOPHER E. BARHAM
Notary Public, State of Texas
My Commission Expires
March 20, 2013



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY


An application is being made to Travis County for the vacation of property at 1605 Miami (address) and/or See Legal Description Below (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Legal Description:

Lot 6A, Resubdivision of Lots 3 thru 9, 26 thru 29, Block 41, and Lots 7 thru 13, Block 42, Austin Lake Hills, Section One, also known as 1605 Miami Dr.



 Signature
 Sonny Poole

 Printed Name
 Mgr., PIRES

 Title
 Austin Energy

 Utility Company or District
 November 15, 2012

 Date

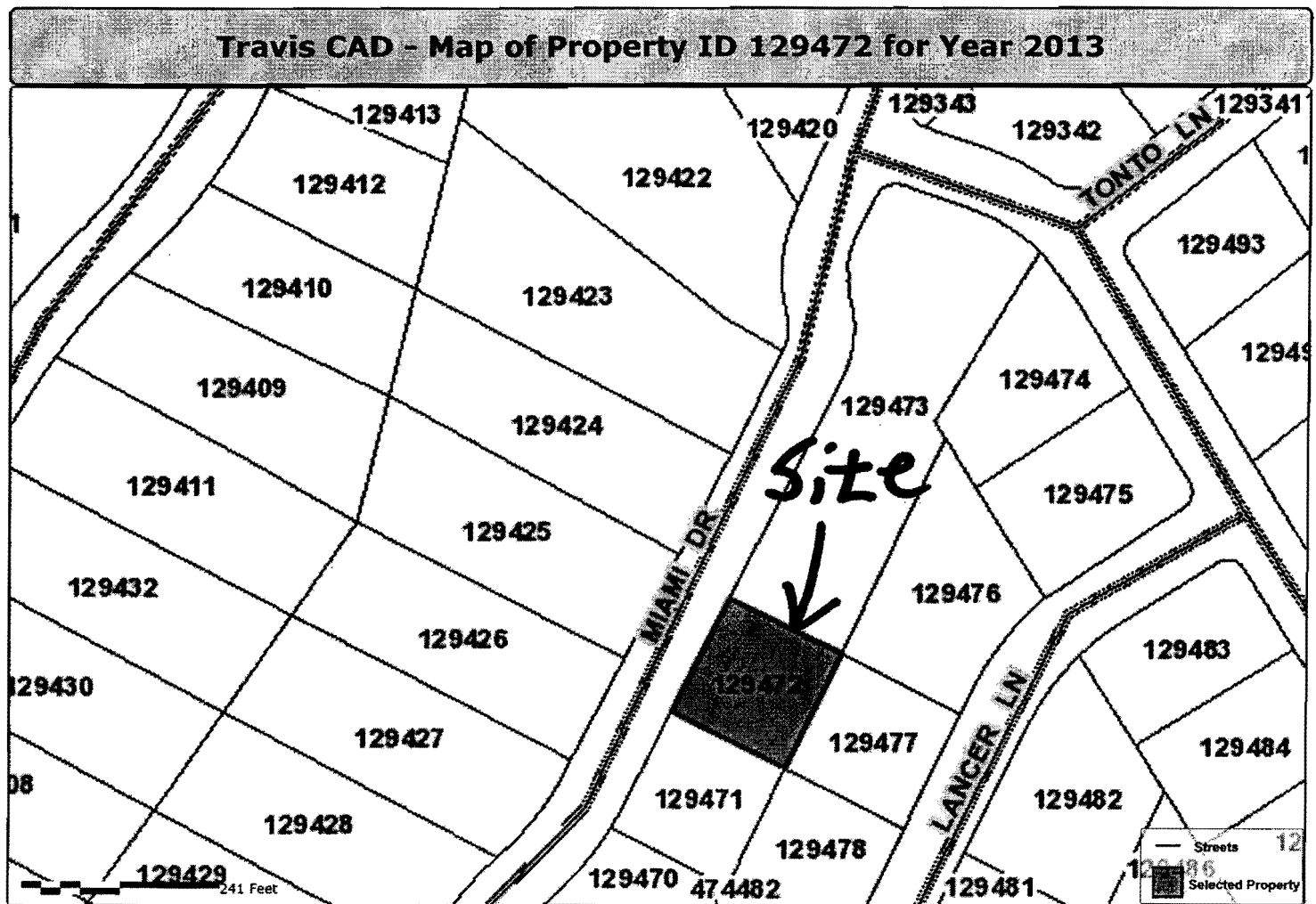
Please return this completed form to:

 Jamason Medina

 Name
 jmed50@gmail.com

 Address

 City/State/Zip



Property Details

Account
Property ID: 129472
Geo ID: 0133361603
Type: Real
Legal Description: LOT 6A BLK 41 AUSTIN LAKE HILLS SEC 1 RESUB PT BLKS 41-42

Location
Situation Address: 1605 MIAMI DR TX 78733
Neighborhood: N9000
Mapsc0: 522S
Jurisdictions: 0A, 03, 08, 18, 2J, 58

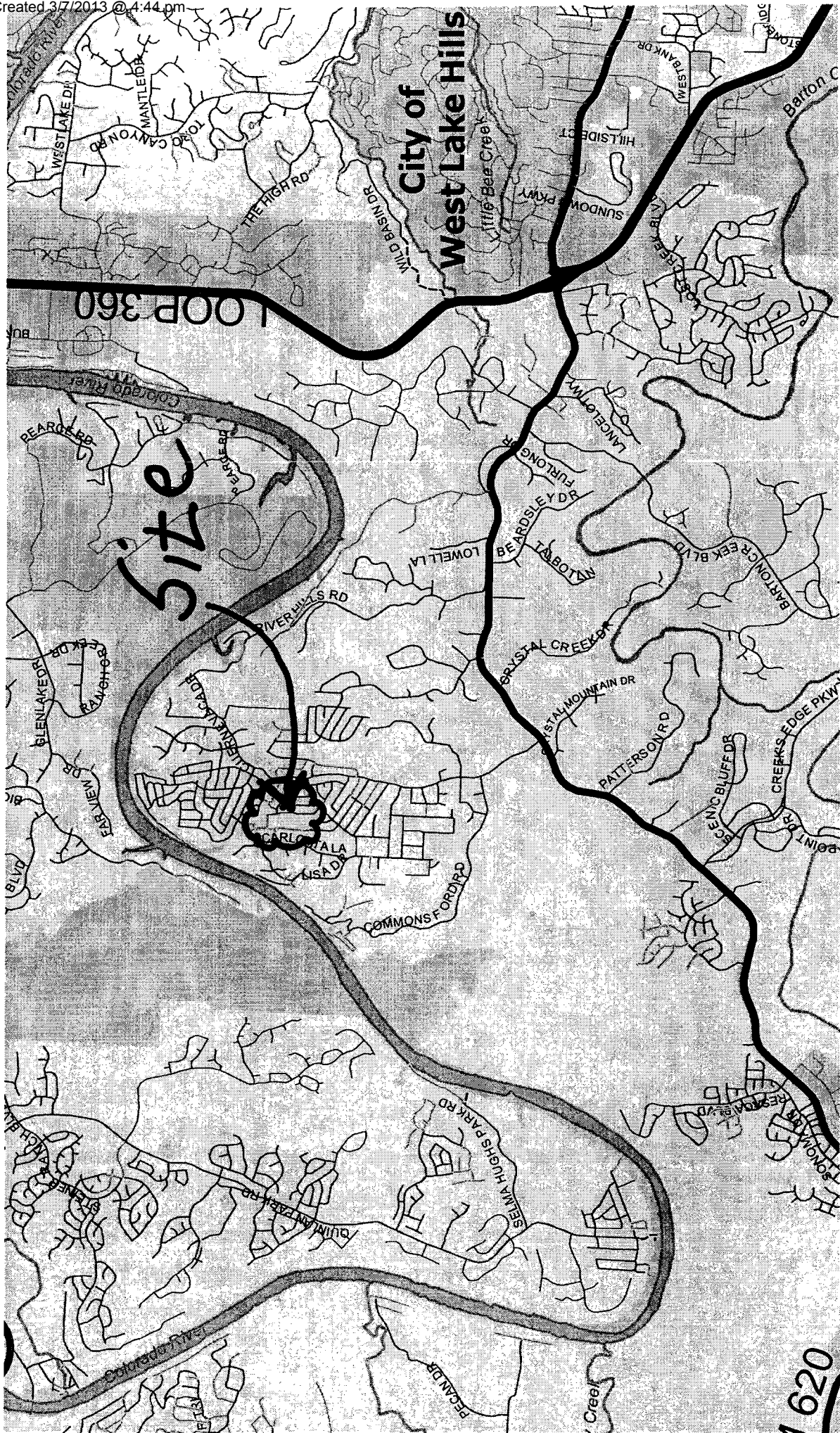
Owner
Owner Name: MEDINA JAMASON
Mailing Address: , PO BOX 142132, AUSTIN, TX 78714

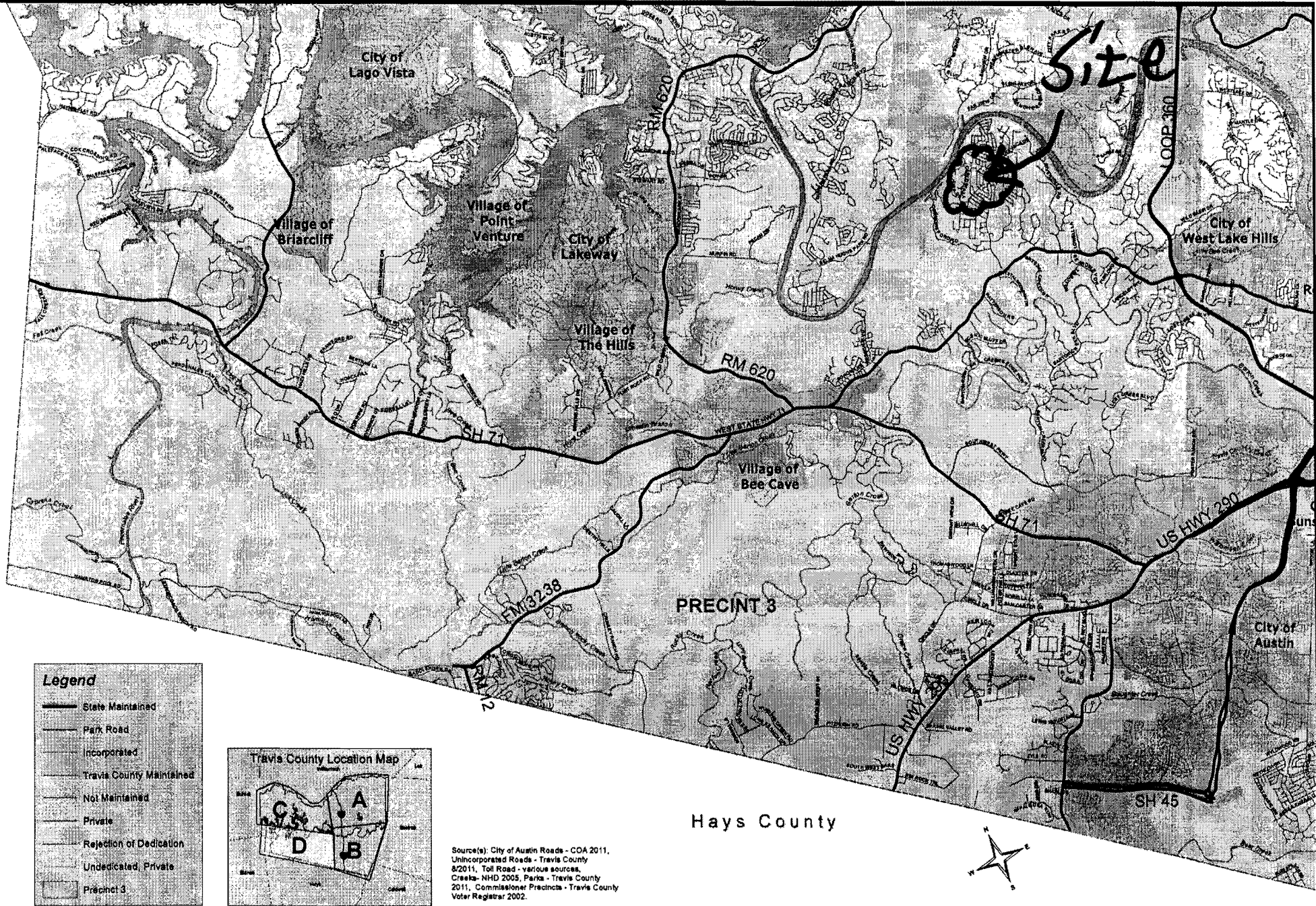
Property
Appraised Value: N/A

<http://propaccess.traviscad.org/Map/View/Map/1/129472/2013>



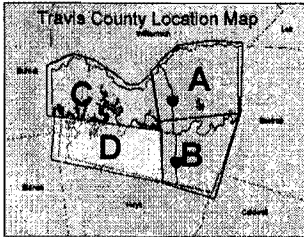
Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.





Legend

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



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

Hays County



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

Travis County Roadways, Map D

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



Item C7

Travis County Commissioners Court Agenda Request

Meeting Date: March 12, 2013

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

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

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, April 2, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate two public utility easements located over and across Lot 12-A of the Re-subdivision of Lots 12 And 13 of Travis Vista AND four public utility easements located over and across Lots 12, 13, and 14 of Travis Vista – Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate two public utility easements (PUEs) located over and across Lot 12-A of the Re-subdivision of Lots 12 And 13 of Travis Vista. The request also includes four public utility easements located over and across Lots 12, 13, and 14 of Travis Vista. The easements are schematically shown on the resubdivided lot of Lot 12-A and are dedicated by plat note on the original plat. The subject lots front on Travis View Loop, a street maintained by Travis County.

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

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter the property owner requests the vacation of the easements for the purpose of combining the homes located on Lot 12-A and Lot 14, respectively, into one. Vacating the subject easements will allow the property owner to move forward with the plans without potentially encroaching on said easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Stacey Scheffel	Program Manager	TNR - Permits	854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Re-sub of Lots 12 And 13 of Travis Vista and Travis Vista

COPY

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two public utility easements located over and across Lot 12-A of the Re-subdivision of Lots 12 And 13 of Travis Vista as recorded at Volume 66, Page 13 AND four public utility easements located over and across Lots 12, 13, and 14 of Travis Vista as recorded at Volume 48, Page 19 of the Real Property Records of Travis County, Texas;

WHEREAS, all utility companies known to be operating in the area have indicated they have no need for the public utility easements as described in the attached field notes and sketches;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility easements as described in the attached field notes and sketches;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on April 2, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two public utility easements located over and across Lot 12-A of the Re-subdivision of Lots 12 And 13 of Travis Vista AND four public utility easements over and across Lots 12, 13, and 14 of Travis Vista, as shown on the attached sketch and described in the attached field notes and sketches, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

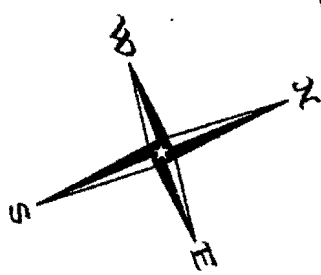
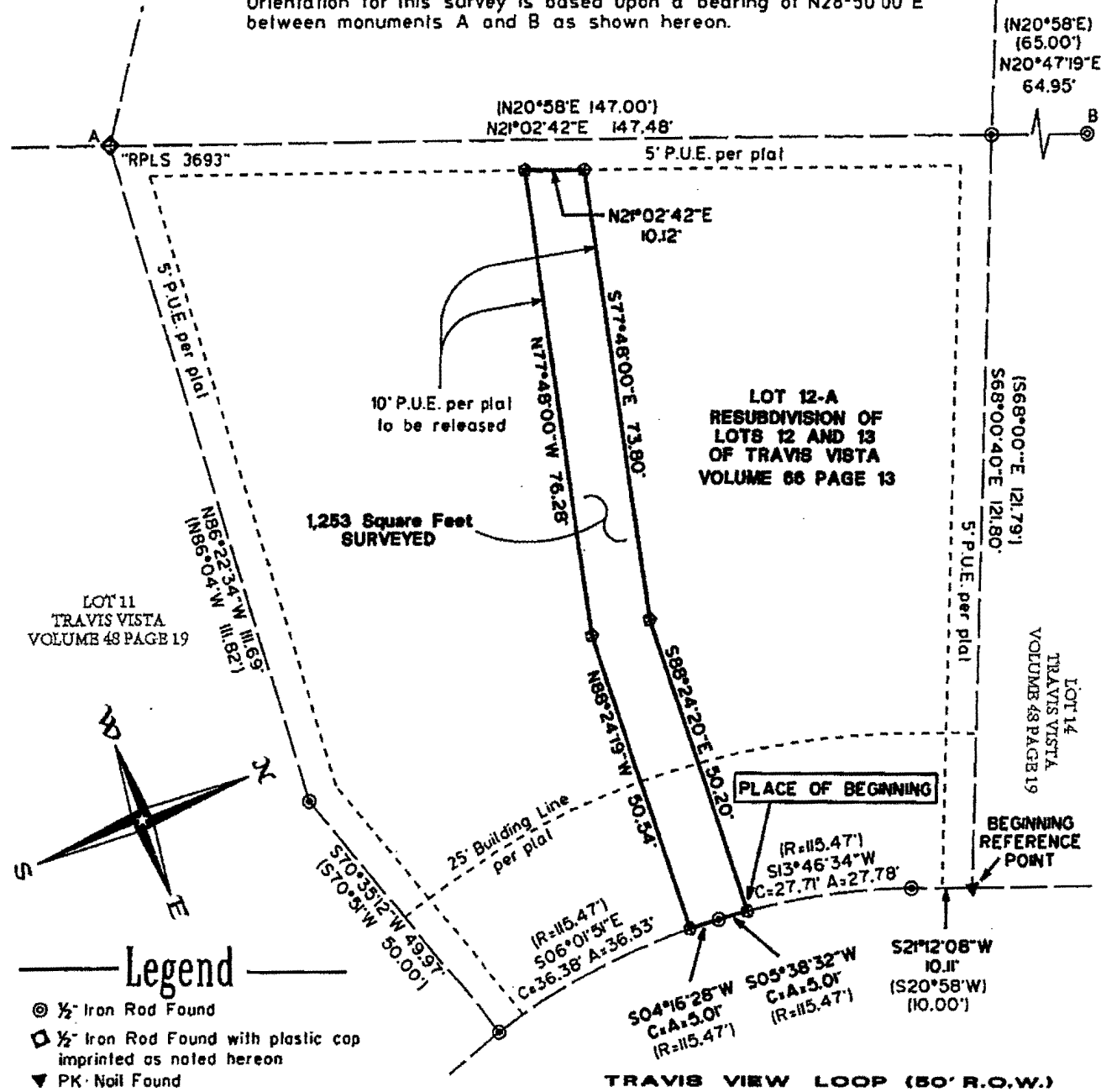
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

SCALE: 1" = 25'

NOTE:
Orientation for this survey is based upon a bearing of N28°50'00"E between monuments A and B as shown hereon.



Legend

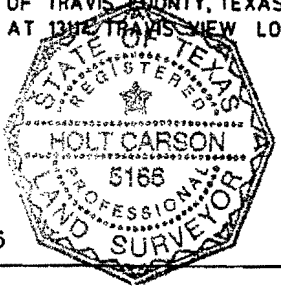
- ⊙ 1/2" Iron Rod Found
- ⊠ 1/2" Iron Rod Found with plastic cap imprinted as noted hereon
- ▼ PK Nail Found
- ⊗ Calculated Point
(Record Bearing and Distance)

SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF 1,253 SQUARE FEET OF LAND, BEING A 10 FEET WIDE PUBLIC UTILITY EASEMENT TO BE RELEASED OVER A PORTION OF LOT 12-A, RESUBDIVISION OF LOTS 12 AND 13 OF TRAVIS VISTA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. LOCATED AT 1244 TRAVIS VIEW LOOP.

PREPARED: SEPTEMBER 20, 2011.

BY *Holt Carson*

Holt Carson
Registered Professional Land Surveyor No. 5166



HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0890

HOLT CARSON, INCORPORATED

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

SEPTEMBER 20, 2011

FIELD NOTE DESCRIPTION OF 1,253 SQUARE FEET OF LAND, BEING A TEN (10) FEET WIDE PUBLIC UTILITY EASEMENT (10' P.U.E.) TO BE RELEASED OVER A PORTION OF LOT 12-A, RESUBDIVISION OF LOTS 12 AND 13 OF TRAVIS VISTA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a PK nail found in the concrete base of an electric transformer pad in the West right-of-way line of Travis View Loop, at the Southeast corner of Lot 14, Travis Vista, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 48, Page 19 of the Plat Records of Travis County, Texas, same being the Northeast corner of Lot 12-A, Resubdivision of Lots 12 and 13 of Travis Vista, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 66, Page 13 of the Plat Records of Travis County, Texas;

THENCE with the Westerly right-of-way line of Travis View Loop and the East line of said Lot 12-A, the following two (2) courses:

- 1.) S 21 deg. 12'08" W 10.11 ft. to a ½" iron rod found at a point of curvature;
- 2.) along a curve to the left with a radius of 115.47 ft. for an arc length of 27.78 ft. and which chord bears S 13 deg. 46'34" W 27.71 ft. to a calculated point for the Northeast of said 10' P.U.E. and the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

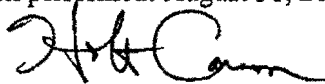
THENCE continuing with the curving Westerly right-of-way line of Travis View Loop and the East line of said 10' P.U.E., the following two (2) courses;

- 1) along a curve to the left with a radius of 115.47 ft. for an arc length of 5.01 ft. and which chord bears, S 05 deg. 38' 32" W 5.01 ft. to a ½" iron rod found;
- 2) along a curve to the left with a radius of 115.47 ft. for an arc length of 5.01 ft. and which chord bears, S 04 deg. 16'28" W 5.01 ft. to a calculated point for the Southeast corner of said 10' P.U.E. and Southeast corner of the herein described tract, from which a ½" iron rod found at the Southeast corner of said Lot 12-A bears, S 06 deg. 01'51" E 36.38 ft. (chord bearing and distance);

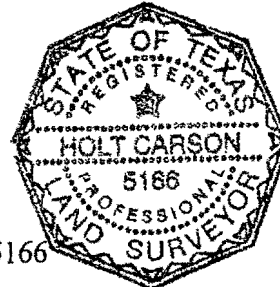
THENCE leaving the Westerly right-of-way line of Travis View Loop and crossing through the interior of said Lot 12-A the following five (5) courses:

- 1.) with the South line of said 10' P.U.E., N 88 deg. 24'19" W 50.54 ft. to a calculated point for an angle point in the South line said 10' P.U.E., same being an angle point in the South line of the herein described tract;
- 2.) continuing with the South line of said 10' P.U.E., N 77 deg. 48'00" W 76.28 ft. to a calculated point 5.00 feet East of the West line of said Lot 12-A, same being a point of intersection with a five (5) feet wide public utility easement (5' P.U.E.) and the Southwest corner of the herein described tract;
- 3.) with the East line of said 5' P.U.E., five (5) feet from and parallel with the West line of said Lot 12-A, N 21 deg. 02' 42" E 10.12 ft. to a calculated point in the North line of said 10' P.U.E., for the Northwest corner of the herein described tract;
- 4.) with the North line of said 10' P.U.E., S 77 deg. 48'00" E 73.80 ft. to a calculated point for an angle point in the North line of said 10' P.U.E., same being an angle point in the North line of the herein described tract;
- 5.) continuing with the North line of said 10' P.U.E., S 88 deg. 24'20" E 50.20 ft. to the **PLACE OF BEGINNING**, containing 1,253 square feet of land.

PREPARED: September 20, 2011.
Field work performed: August 31, 2011


Holt Carson

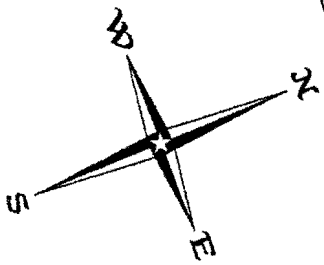
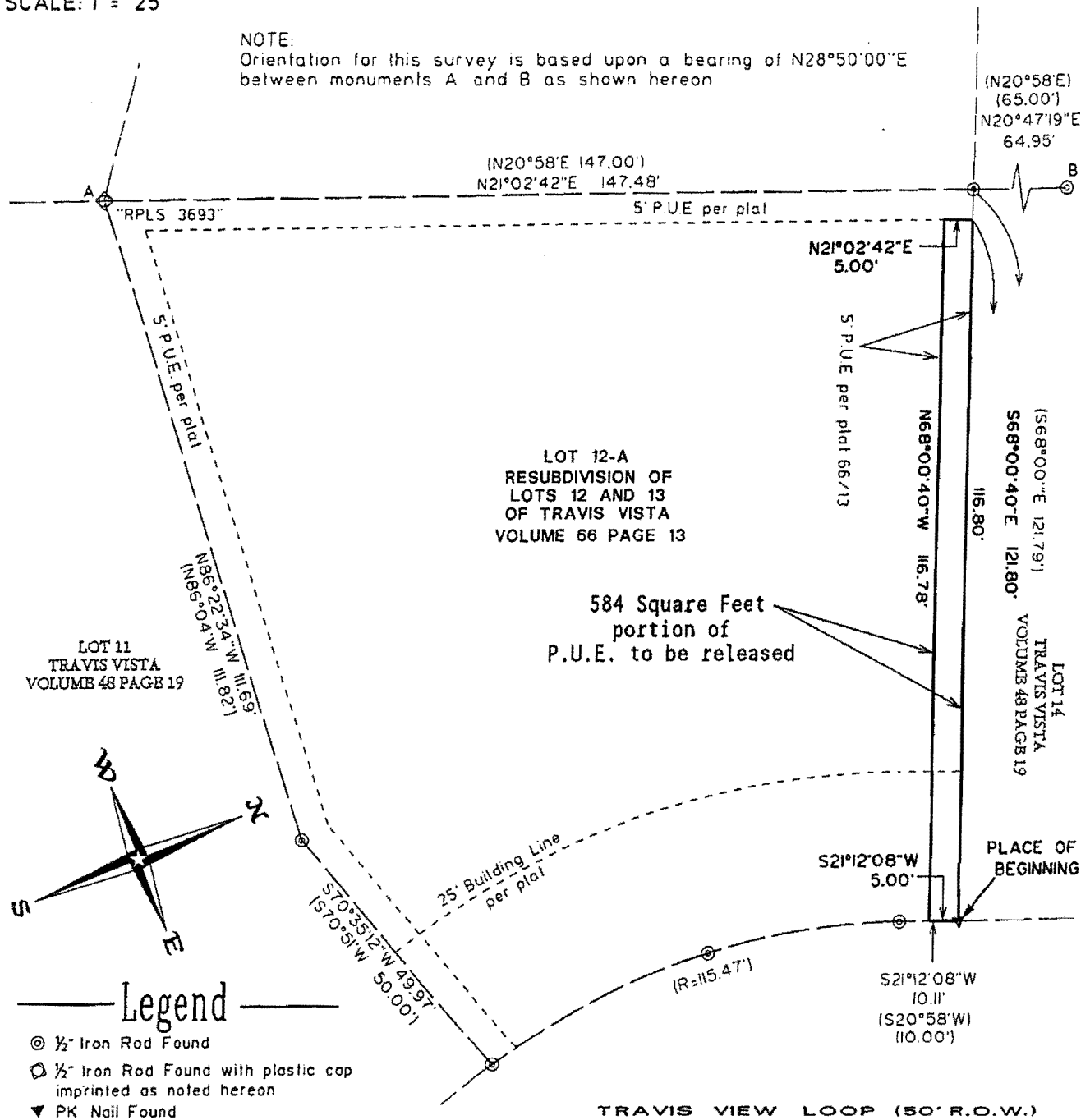
Registered Professional Land Surveyor No. 5166
Holt Carson, Incorporated



reference map: C 886006

SCALE: 1" = 25'

NOTE:
Orientation for this survey is based upon a bearing of N28°50'00"E between monuments A and B as shown hereon



Legend

- ⊙ 1/2" Iron Rod Found
- ⊙ 1/2" Iron Rod Found with plastic cap imprinted as noted hereon
- ▼ PK Nail Found
- ⊙ Calculated Point (Record Bearing and Distance)

P.U.E. - Public Utility Easement

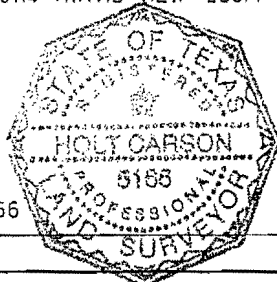
SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF 584 SQUARE FEET OF LAND, BEING A PORTION OF A 5 FEET WIDE PUBLIC UTILITY EASEMENT TO BE RELEASED OVER A PORTION OF LOT 12-A, RESUBDIVISION OF LOTS 12 AND 13 OF TRAVIS VISTA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. LOCATED AT 13114 TRAVIS VIEW LOOP.

PREPARED DECEMBER 15, 2011.

BY

Holt Carson

Registered Professional Land Surveyor No 5166



HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

HOLT CARSON, INCORPORATED

1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

FIELD NOTE DESCRIPTION OF 584 SQUARE FEET OF LAND, BEING A TEN (10) FEET WIDE PUBLIC UTILITY EASEMENT (10' P.U.E.) TO BE RELEASED OVER A PORTION OF LOT 12-A, RESUBDIVISION OF LOTS 12 AND 13 OF TRAVIS VISTA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 13 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a PK nail found in the concrete base of an electric transformer pad in the West right-of-way line of Travis View Loop, at the Southeast corner of Lot 14, Travis Vista, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 48, Page 19 of the Plat Records of Travis County, Texas, same being the Northeast corner of Lot 12-A, Resubdivision of Lots 12 and 13 of Travis Vista, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 66, Page 13 of the Plat Records of Travis County, Texas, and from which a ½" iron rod found for a point of curvature in the West right-of-way line of Travis View Loop and in the East line of said Lot 12-A bears S 21 deg. 12' 08" W 10.11 ft.;

THENCE with the Westerly right-of-way line of Travis View Loop and the East line of said Lot 12-A, S 21 deg. 12' 08" W 5.00 ft. to a point for the Southeast corner of an existing five feet (5') wide Public Utility Easement as dedicated by the said plat recorded in Volume 66 Page 13 of the Plat Records of Travis County, Texas, and being the Southeast corner of the herein portion to be released;

THENCE leaving the East right-of-way line of Travis View Loop and entering the interior of said Lot 12-A with the South line of said existing Public Utility Easement, N 68 deg. 00' 40" W 116.78 ft. to a point in the East line of another five feet (5') wide Public Utility Easement for the Southwest corner of this portion to be released;

THENCE continuing across the interior of said Lot 12-A, N 21 deg. 02' 42" E 5.00 ft. to a point in the common line of said Lot 12-A and said Lot 14 for the Northwest corner of this portion to be released;

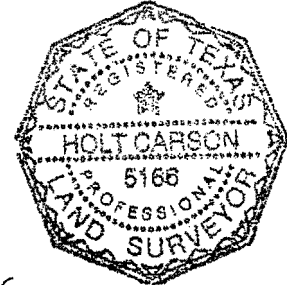
1,253 Square Feet

THENCE with the common line of said Lot 12-A and said Lot 14, S 68 deg. 00' 40" E 116.80 ft.
to the **PLACE OF BEGINNING**, containing **584 square feet** of land.

PREPARED: December 15, 2011.
Field work performed: August 31, 2011


Holt Carson

Registered Professional Land Surveyor No. 5166
HOLT CARSON, INCORPORATED

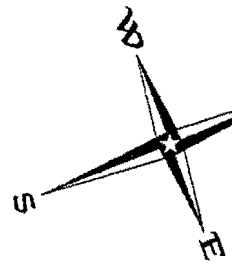
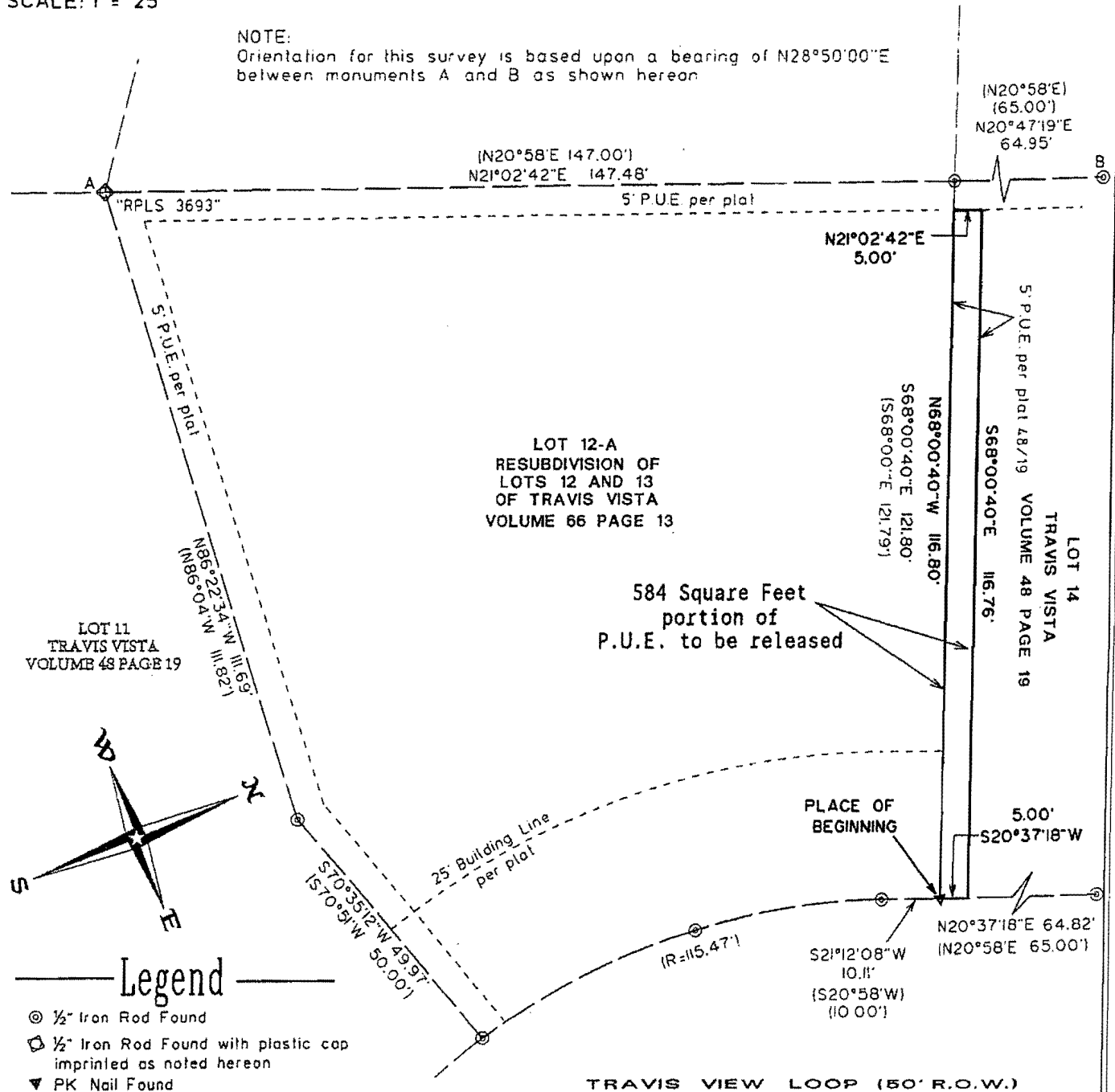


reference map: C 886006

1,253 Square Feet

SCALE: 1" = 25'

NOTE:
Orientation for this survey is based upon a bearing of N28°50'00"E
between monuments A and B as shown hereon



- Legend**
- ⊙ 1/2" Iron Rod Found
 - ⊕ 1/2" Iron Rod Found with plastic cap imprinted as noted hereon
 - ▼ PK Nail Found
 - ⊗ Calculated Point (Record Bearing and Distance)

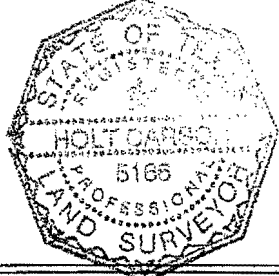
P.U.E. = Public Utility Easement

SKETCH TO ACCOMPANY FIELD NOTE DESCRIPTION OF 584 SQUARE FEET OF LAND, BEING A PORTION OF A 5 FEET WIDE PUBLIC UTILITY EASEMENT TO BE RELEASED OVER A PORTION OF LOT 14, TRAVIS VISTA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48 PAGE 19 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.
LOCATED AT 13114 TRAVIS VIEW LOOP.

PREPARED: DECEMBER 15, 2011.

BY *Holt Carson*

Holt Carson
Registered Professional Land Surveyor No 5166



HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

HOLT CARSON, INC.

PROFESSIONAL LAND SURVEYORS

1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084
www.hciaustin.com

FIELD NOTE DESCRIPTION OF 584 SQUARE FEET, BEING PORTION OF A FIVE FEET (5') WIDE PUBLIC UTILITY EASEMENT, TO BE RELEASED, OVER A PORTION OF LOT 14, TRAVIS VISTA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48 PAGE 19 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a PK nail found in the concrete base of an electric transformer pad in the West right-of-way line of Travis View Loop for the Southeast corner of Lot 14, Travis Vista, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 48 Page 19 of the Plat Records of Travis County, Texas, and for the Northeast corner of Lot 12-A, Resubdivision of Lots 12 and 13 of Travis Vista, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 66 Page 13 of the Plat Records of Travis County, Texas, and being the Southeast corner and **PLACE OF BEGINNING** of the herein portion to be released;

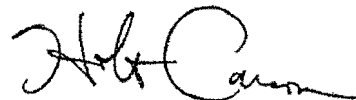
THENCE leaving the West right-of-way line of Travis View Loop with the common line of said Lot 12-A and said Lot 14, N 68 deg. 00' 40" W 116.80 ft. to a point for the Southwest corner of this portion to be released;

THENCE entering the interior of said Lot 14, N 21 deg. 02' 42" E 5.00 ft. to a point in the North line of an existing five feet (5') wide Public Utility Easement, and being the Northwest corner of this portion to be released;

THENCE continuing across the interior of said Lot 14 with the North line of said existing Public Utility Easement, S 68 deg. 00' 40" E 116.76 ft. to a point in the West right-of-way line of Travis View Loop and in the East line of said Lot 14 and being the Northeast corner of this portion to be released;

THENCE with the West right-of-way line of Travis View Loop and with the East line of said Lot 14, S 20 deg. 37' 18" W 5.00 ft. to the **PLACE OF BEGINNING**, containing 584 square feet.

PREPARED: December 15, 2011



Holt Carson

Registered Professional Land Surveyor No. 5166

see accompanying sketch: C 886006



Kari Blachly
KB Consulting
1123 Gunter Street Austin, Texas 78702
(512) 289-0010
kariblachly@gmail.com

February 8, 2013

Mr. Paul Scoggins
Travis County Transportation and Natural Resources
Planning and Engineering Services
700 Lavaca Street
Austin, TX 78701

RE: Public Utility Easement Vacation Request
11314 Travis Vista Loop
11310 & 11314 Travis Vista Loop

Mr. Scoggins:

Please accept this letter as my formal request to vacate two easements. The first is a ten foot wide Public Utility Easement (PUE) (1,253 square feet) dedicated by plat in August 1973 recoded in Volume 66, Page 13, Travis County Public Records (TCPR) located on the lot legally known as Lot 12A, Resubdivision of Lots 12 & 13 Travis Vista at 11314 Travis View Loop. The reason for this PUE request is to facilitate the required entitlement process for the remodel addition proposed for this home. The PUE was never utilized and the required approvals for each utility provider are attached hereto.

The second PUE vacation request is a five (5) foot PUE located Lot 12A that was dedicated by plat in August 1973 recorded in Volume 66, Page 13 in TCPR and a five (5) foot PUE located on lot legally known as Lot 14, Travis Vista and an existing five (5) foot PUE located on Lot 14 that was dedicated by plat in October 1969 recorded in Volume 48, Page 19 in TCRP. The reason for this request is to facilitate the required entitlement process to join the home that sits on Lot 14 with the home that is situated on Lot 12A. These PUE's were never utilized and the required approvals for each utility provider are attached hereto.

Thank you for your assistance with the request. You can reach me directly at (512) 289-0010 or via email at kariblachly@gmail.com with any additional information you may need to process this request.

Respectfully Submitted,

Kari Blachly





TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 11314 Travis View Loop (address) and/or _____ (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Angela Baez
Signature
ANGELA BAEZ
Printed Name
PROJECT COORDINATOR
Title
AUSTIN WATER UTILITY
Utility Company or District
FEBRUARY 1, 2012
Date

Please return this completed form to:

Kari Blachly
Name
2401 E. 6th St. #4063
Address
Austin, TX 78702
City/State/Zip



Created 3/7/2013 @ 4:44 pm

City of Austin

Founded by Congress, Republic of Texas, 1839

Austin Water Utility

625 E. 10th Street, Austin, TX. 78701

February 1, 2012

Ms. Kari Blachly
2401 E. 6th Street, #4063
Austin Texas 78702
512-289-0010 (wk)
kari@austinpermit.com

Re: 13110 & 13114 Travis View Loop. Public Utility Easement Release request between Lots 12A, Resubdivison of Lots 12 & 13 Travis Vista and Lot 14 Travis Vista and Public Utility Easement release request Lot 12A, Resubdivison of Lots 12 and 13 of Travis Vista.

Dear Ms. Blachly,

Austin Water Utility (AWU) staff has evaluated your proposed request for releasing an existing ten foot wide Public Utility Easement (PUE) (1,253 square feet) located on Lot 12A that was dedicated by plat in August 1973 recorded in Volume 66, Page 13 in Travis County Public Records (TCPR). AWU approves the requested release of this PUE from a water and wastewater utilities standpoint.

The request for releasing the existing five foot wide PUE (584 square feet) located on Lot 12A that was dedicated per plat in August 1973 recorded in Volume 66, Page 13 in TCPR and the existing five foot wide PUE (584 square feet) located on Lot 14 that was dedicated per plat in October 1969 recorded in Volume 48, Page 19 in TCPR is not approved and denied from a water and wastewater utilities standpoint.

If you have any questions regarding the response, please feel free to contact me at 512-972-0221.

Respectfully,

Angela Baez, Project Coordinator
Austin Water Utility
625 E. 10th Street, Waller Creek Center
Austin Texas 78701
512-972-0221 (wk)
512-972-0285 (fax)
angela.baez@austintexas.gov

2 Attachments,
Easement Requirement Statement

Xc: Kathi L. Flowers, P.E., Managing Engineer, Pipeline Engineering



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 13114 Travis View Loop (address) and/or Lot 12A Resub of Lot 12-13 Travis Vista (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Sonny Poole
 Signature
 Sonny Poole
 Printed Name
 Mgr., PIREs
 Title
 Austin Energy
 Utility Company or District
 February 4, 2013
 Date

Please return this completed form to:

 Name

 Address

 City/State/Zip

1262



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at
1314 Travis View Loop Austin, TX 78732 (address)
and/or _____ (legal description)
and as described on the enclosed drawing or document. An action of the Commissioners' Court
of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Lea Crenshaw
Signature
Lea Crenshaw
Printed Name
DRAFT TECH
Title
Texas Gas Service
Utility Company or District
11-2-11
Date

Please return this completed form to:

Kari Blachly
Name
2401 E. 6th, #4063
Address
Austin, TX 78702
City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Missouri corporation, GRANTOR, AND *David Close*, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lot 12-A, of resubdivision of Lots 12 and 13 of Travis Vista, together with the land lying prolongation of the sidelines of said lot from the 715' contour line to the bed of the Colorado River as noted and shown on the Plat in Volume 48, Page 19 of the Plat Records of Travis County, Texas, Deed of record in Document 2011126927, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 66, Page 13, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

1,253 square feet of land, being a 10 foot PUE crossing said Lot 12-4, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 9th day of NOVEMBER, 2011.

SOUTHWESTERN BELL TELEPHONE COMPANY

Steve Fougerson

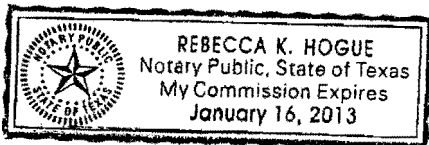
Name : *STEVE FOUGERON*

Title: *DESIGN ENGINEER*

THE STATE OF *TEXAS*
COUNTY OF *TRAVIS*

BEFORE ME, the undersigned authority, on this day personally appeared *STEVE FOUGERON*, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the *9th* day of *NOVEMBER*, 20*11*.



Rebecca K. Hogue
Notary Public in and for the State of *TEXAS*
My Commission Expires *Jan 16, 2013*



12012 N. Mopac Expressway
512/485-6417 (Laurie Schumpert)

Austin, TX 78758
512/485-1485 (Fax)

EASEMENT RELEASE STATEMENT FOR VACATION OF PROPERTY

A request for release of the P.U.E. easement(s) has been made on the property legally described as:

Subdivision or Section: RESUB OF LOT 12-13 TRAVIS VISTA

Lot and Block Numbers: 12A

Street Address: 13114 TRAVIS VIEW LOOP, AUSTIN, TX 78732

Property Owner: DAVID CLOSE

STATEMENT

X Time Warner Cable **does not** have a need for an easement on the property as described in the accompanying document.

 Time Warner Cable **does** have a need for an easement on the property as described in the accompanying document.

Time Warner Cable

Laurie Schumpert
Signature

Sr. Designer
Title

State of Texas
County of Travis

This instrument was acknowledged before me on NOVEMBER 17, 2011 by

Laurie Schumpert

Scott M. Wratten

Notary Public





TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

UTILITY EASEMENT RELEASE APPLICATION

Date: 10/27/11

A release of the following utility easement(s) is hereby requested.
(\$30.00 fee is required)

Property Address: 13114 Travis View Loop

Legal Description: Lot 12A, Resubdivision of
lots 12 & 13 of Travis Vista

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Kari Blachly

Address: 2401 E. 6th, #4063
Austin, TX 78702

Reason for Request: Existing home is
constructed over PUE dedicated by
plat

Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

[Signature] 10/27/11 Deborah S. Gernes 11/14/2011

Signature _____ Date _____
Reviewer: Debra M. Miley 11.14.11

Signature _____ Date _____
Printed Name _____
General Manager _____
Title _____

Please return this completed form to: Kari Blachly

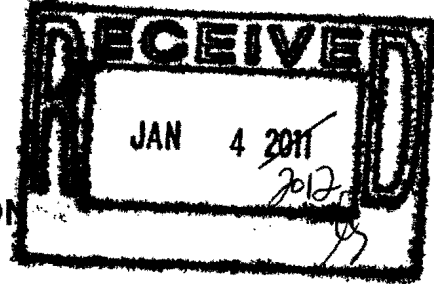
Phone: (512) 289-0010 Name: 2401 E. 6th, #4063
Fax: (512) 474-4557 Address: _____
Email: kari@ductinpermit.com Austin, TX 78702
City/State/Zip _____

fee paid
✓3414



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790



Date: 1/3/12 **UTILITY EASEMENT RELEASE APPLICATION**

A release of the following utility easement(s) is hereby requested.
(\$30.00 fee is required)

Property Address: 13110 & 13114 Travis View Loop

Legal Description: lot 14, Travis Vista!
lot 12A, resub of lots 12 & 13 Travis Vista

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Kari Blachly

Address: 2401 E. 6th, #4063
Austin, TX 78702

Reason for Request: Owner proposes to construct
across lot lines

Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature _____ Date _____

Reviewer: dk [Signature]

[Signature] 1/11/2012
Signature _____ Date _____

Deborah S. Gemes

Printed Name _____

General Manager _____

Title _____

Please return this completed form to:

Phone: (512) 289-0010

Fax: (512) 474-4557

Email: kari@austimpermit.com

Kari Blachly

Name 2401 E. 6th #4603

Address Austin, TX 78702

City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 13110 & 13114 Travis View Loop (address) and/or _____ (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert

Signature

Laurie Schumpert

Printed Name

Sr. Designer

Title

Time Warner Cable - Central TX

Utility Company or District

January 19, 2012

Date

Please return this completed form to:

Kari Blachuy

Name

2401 E. 6th #4063

Address

Austin, TX 78702

City/State/Zip

1298



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 13110 : 13114 Travis View Loop (address) and/or _____ (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Please return this completed form to:

Signature
Lea CRENSHAW

Printed Name
Designer

Title
Texas gas Service

Utility Company or District
1-9-12

Date
Kari Blachly

Name
2401 E. 6th, #4063

Address
Austin, TX 78702

City/State/Zip



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY*, a Missouri corporation, GRANTOR, AND *David Close*, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lot 12-A, Resubdivision of Lots 12-13 and Lot 14, Travis Vista, Deeds of record in Documents 2011126927 and 2011125821, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 66, Page 13 and Volume 48, Page 19, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

584 Square feet of land, being a portion of a 5 foot PUE along either side of the common side property lines of said Lots 12-A and Lot 14, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 30th day of JANUARY, 2012.

SOUTHWESTERN BELL TELEPHONE COMPANY

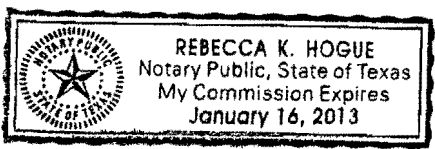
Name : STEVE FOUGERON

Title: DESIGN ENGINEER

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 30th day of JANUARY, 2012.

Notary Public in and for the State of TEXAS
My Commission Expires JAN. 16, 2013



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649


EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 13110 Travis View Loop, Austin, TX 78732 (address) and/or Lot 14 Travis Vista (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

 We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.



Signature
Sonny Poole

Printed Name
Mgr., PIREs

Title
Austin Energy

Utility Company or District
February 4, 2013

Date

Please return this completed form to:

Name

Address

City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 13114 Travis View Loop (address) and/or Lot 12A Resub of Lot 12-13 Travis Vista (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

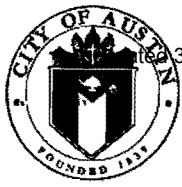
Sonny Poole
 Signature
 Sonny Poole
 Printed Name
 Mgr., PIRES
 Title
 Austin Energy
 Utility Company or District
 February 4, 2013
 Date

Please return this completed form to:

 Name

 Address

 City/State/Zip



City of Austin

3/7/2013 @ 4:44 pm
Founded by Congress, Republic of Texas, 1839

Austin Water Utility

625 E. 10th Street, Austin, TX. 78701

July 17, 2012

Ms. Kari Blachly
2401 E. 6th Street, #4063
Austin Texas 78702
512-289-0010 (wk)
kari@austinpermit.com

Re: 13110 & 13114 Travis View Loop. Public Utility Easement (PUE) release request between Lots 12A, Resubdivision of Lots 12 & 13 Travis Vista and Lot 14 Travis Vista and Public Utility Easement release request Lot 12A, Resubdivision of Lots 12 and 13 of Travis Vista.

Dear Ms. Blachly,

Austin Water Utility (AWU) staff has evaluated your proposed request for releasing the existing five foot wide PUE (584 square feet) located on Lot 12A that was dedicated per plat in August 1973 recorded in Volume 66, Page 13 in Travis County Public Records (TCPR) and the existing five foot wide PUE (584 square feet) located on Lot 14 that was dedicated per plat in October 1969 recorded in Volume 48, Page 19 in TCPR. AWU approves the requested release of these PUEs from a water and wastewater utilities standpoint.

If you have any questions regarding the response, please feel free to contact me at 512-972-0221.

Respectfully,

Angela Baez

Project Coordinator

Austin Water Utility

625 E. 10th Street, Waller Creek Center

Austin Texas 78701

512-972-0221 (wk)

512-972-0285 (fax)

angela.baez@austintexas.gov

1 Attachment,
Easement Requirement Statement

Xc: Kathi L. Flowers, P.E., Managing Engineer, Pipeline Engineering



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 13110 & 13114 Travis View Loop (address) and/or _____ (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

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- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

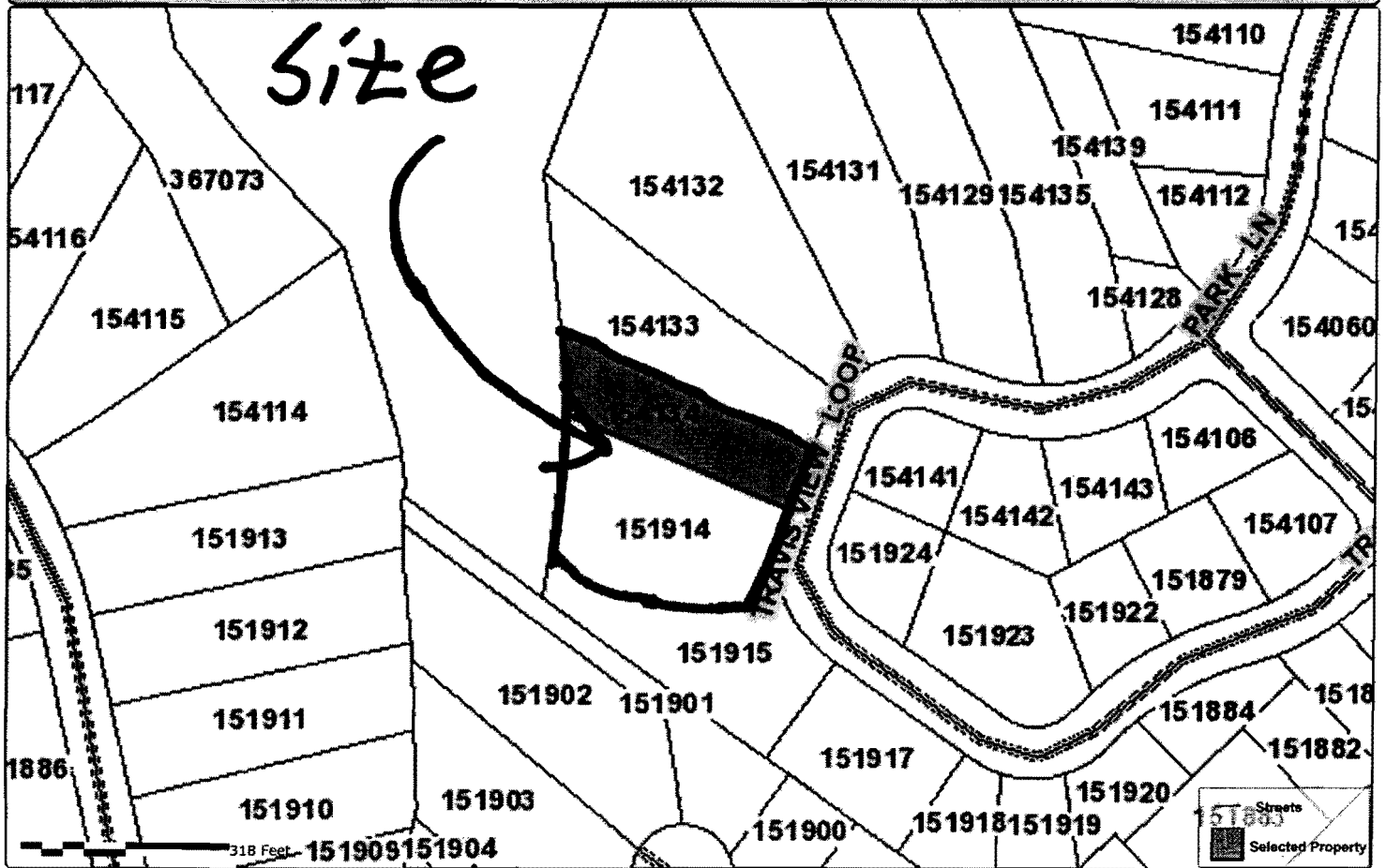
Angela Bair
Signature
ANGELA BAIR
Printed Name
PROJECT COORDINATOR
Title
Austin Water Utility
Utility Company or District

Date

Please return this completed form to:

Kari Blachly
Name
2401 E. 6th, #4063
Address
Austin, TX 78702
City/State/Zip

Travis CAD - Map of Property ID 154134 for Year 2013



Property Details

Account

Property ID: 154134
Geo ID: 0152480207
Type: Real
Legal Description: LOT 14 TRAVIS VISTA

Location

Situs Address: 13110 TRAVIS VIEW LOOP TX 78732
Neighborhood: WATERFRONT COMMANCHE, ETC
Mapsc0: 491G
Jurisdictions: 0A, 03, 17, 2J, 52, 68, 69

Owner

Owner Name: CLOSE DAVE A
Mailing Address: , 13114 TRAVIS VIEW LOOP, AUSTIN , TX 78732

Property

Appraised Value: N/A

<http://propaccess.traviscad.org/Map/View/Map/1/154134/2013>

powered by:
PropertyACCESS
www.trueautomation.com

Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

Site



City of West Lake Hills

RM 620

City of Lakeway

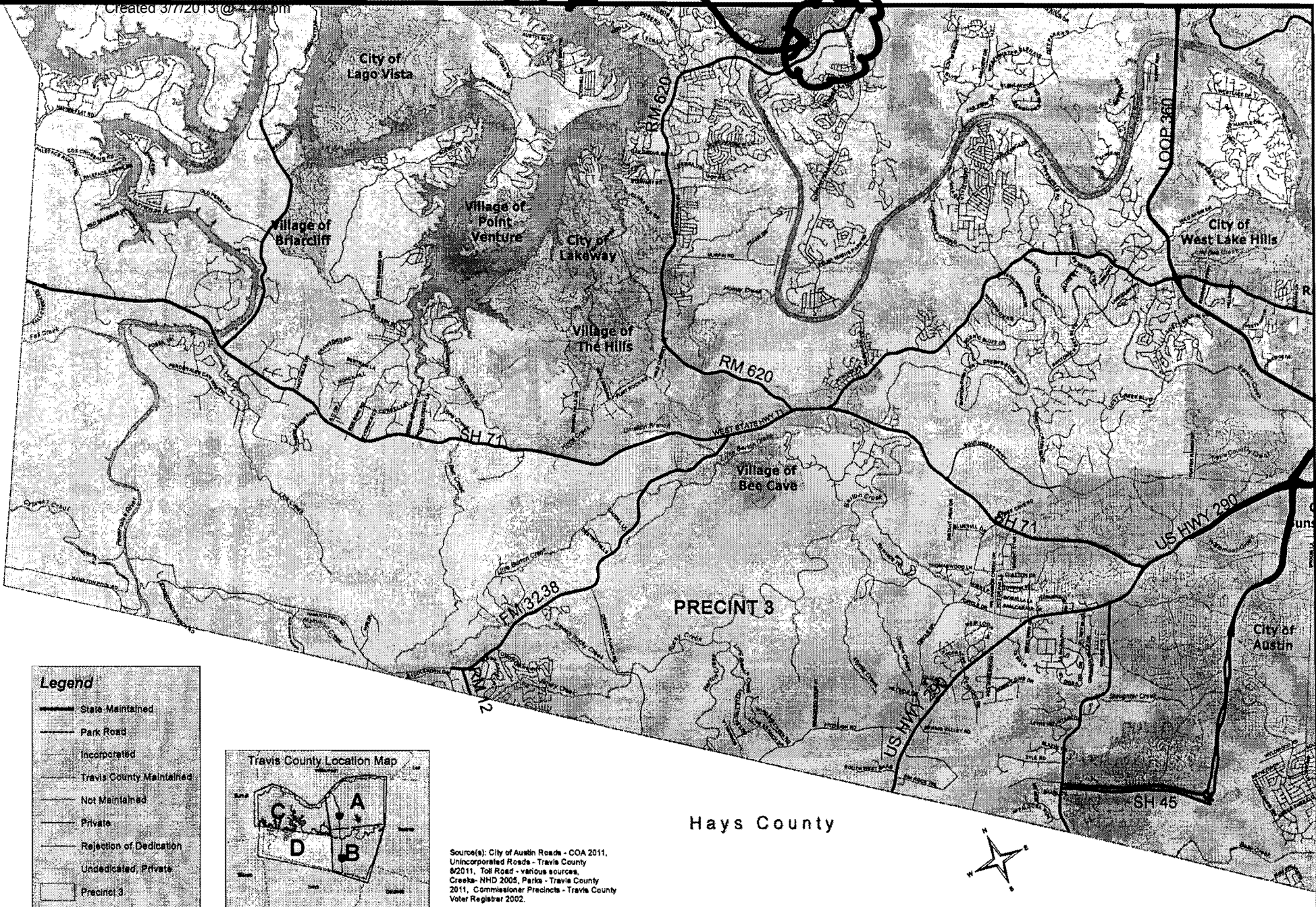
Village of The Hills

Village of Point Venture

SH 171

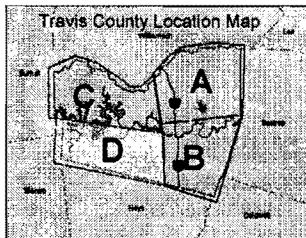
Site

Created 3/7/2013 @ 4:44:01pm



Legend

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



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

Hays County



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

Travis County Roadways, Map D



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

NWRD Item 2



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: March 12, 2013

Prepared By/Phone Number: Gillian Porter, Commissioners Court
Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County
Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road
District No. 3 (Golden Triangle) Minutes for the Voting Session of February
12, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

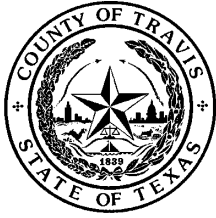
STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials 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.



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, February 12, 2013 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on February 12, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Pay the claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge

NWRD Item 3



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: March 12, 2013

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approve February 5, 2013 investments of Road District Funds.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

No meeting of the Northwest Travis County Road District was held on February 5, 2013, however, investments were made and the order was signed by the Court.

REQUIRED AUTHORIZATIONS:

John Hille, Assistant County Attorney

NORTHWEST TRAVIS COUNTY ROAD DISTRICT #3

ITEM # 1

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$ 174,000.00 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 10 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: February 5, 2013

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 1/28/2013TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexSTAR</u>	FUND NAME:	<u>NWTCRD#3</u>
PAR VALUE:	<u>82,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.1113%</u>
PRINCIPAL:	<u>82,000.00</u>	PURCHASED THRU:	<u>TexSTAR</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>82,000.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>1/28/2013</u>	SETTLEMENT DATE:	<u>1/28/2013</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$82,000.00

SETTLEMENT DATE:01/28/2013

INTEREST RATE:0.1113

FUND#	FUND NAME	AMOUNT INVESTED
395	NWTCRD#3 REF.BDS.	\$82,000.00

TOTAL DUE: \$82,000.00

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 1/29/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	NWTCRD#3
PAR VALUE:	5,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0834%
PRINCIPAL:	5,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	5,000.00	CUSIP #:	N/A
TRADE DATE:	1/29/2013	SETTLEMENT DATE:	1/29/2013

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$5,000.00

SETTLEMENT DATE:01/29/2013

INTEREST RATE:0.0834

FUND#	FUND NAME	AMOUNT INVESTED
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395	NWTCRD#3 REF.BDS.	\$5,000.00
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TOTAL DUE:	\$5,000.00
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TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 1/30/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	NWTCRD#3
PAR VALUE:	\$ 16,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	0.1300%
PRINCIPAL:	\$ 16,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 16,000.00 =====	CUSIP #:	N/A
TRADE DATE:	1/30/2013	SETTLEMENT DATE:	1/30/2013

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

DESCRIPTION: TexasDAILY

SETTLEMENT DATE:01/30/2013

INTEREST RATE:0.1300

FUND#	FUND NAME	AMOUNT INVESTED
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395	NWTCRD#3 REF.BDS.	\$16,000.00
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TOTAL DUE:		\$16,000.00
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 01/31/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	NWTCRD#3
PAR VALUE:	28,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0528%
PRINCIPAL:	28,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	28,000.00	CUSIP #:	N/A
TRADE DATE:	01/31/2013	SETTLEMENT DATE:	01/31/2013

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$28,000.00

SETTLEMENT DATE:01/31/2013

INTEREST RATE:0.0528

FUND#	FUND NAME	AMOUNT INVESTED
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395	NWTCRD#3 REF.BDS.	\$28,000.00
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TOTAL DUE:		\$28,000.00
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 02/01/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	NWTCRD#3
PAR VALUE:	43,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0966%
PRINCIPAL:	43,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	43,000.00	CUSIP #:	N/A
TRADE DATE:	02/01/2013	SETTLEMENT DATE:	02/01/2013

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: March 12, 2013

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approve February 5, 2013 investments of Road District Funds.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

No meeting of the Travis County Bee Cave Road District was held on February 5, 2013, however, investments were made and the order was signed by the Court.

REQUIRED AUTHORIZATIONS:

John Hille, Assistant County Attorney

TRAVIS COUNTY BEE CAVE ROAD DISTRICT #1 (GALLERIA)

ITEM # 1

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$86,000.00 in legally authorize securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 10 pages.

2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: February 5, 2013

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 1/28/2013TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexSTAR</u>	FUND NAME:	<u>BEE CAVE RD # 1</u>
PAR VALUE:	<u>26,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.1113%</u>
PRINCIPAL:	<u>26,000.00</u>	PURCHASED THRU:	<u>TexSTAR</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>26,000.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>1/28/2013</u>	SETTLEMENT DATE:	<u>1/28/2013</u>

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$26,000.00

SETTLEMENT DATE:01/28/2013

INTEREST RATE:0.1113

FUND#	FUND NAME	AMOUNT INVESTED
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396	TCBCRD#1 I&S	\$26,000.00
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TOTAL DUE:		\$26,000.00
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 1/29/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	BEE CAVE RD # 1
PAR VALUE:	4,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0834%
PRINCIPAL:	4,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	4,000.00	CUSIP #:	N/A
TRADE DATE:	1/29/2013	SETTLEMENT DATE:	1/29/2013

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$4,000.00

SETTLEMENT DATE:01/29/2013

INTEREST RATE:0.0834

FUND#	FUND NAME	AMOUNT INVESTED
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396	BEE CAVE RD#1 I&S	\$4,000.00
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TOTAL DUE:		\$4,000.00
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**TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM**

DATE: 1/30/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexasDAILY</u>	FUND NAME:	<u>BEE CAVE RD # 1</u>
PAR VALUE:	\$ <u>6,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE:	<u>N/A</u>	BOND EQ. YIELD:	<u>0.1300%</u>
PRINCIPAL:	\$ <u>6,000.00</u>	PURCHASED THROUGH:	<u>TexasDAILY</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	\$ <u>6,000.00</u> =====	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>1/30/2013</u>	SETTLEMENT DATE:	<u>1/30/2013</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

SETTLEMENT DATE:01/30/2013

INTEREST RATE:0.1300

FUND#	FUND NAME	AMOUNT INVESTED
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396	BEE CAVE RD#1 I&S	\$6,000.00
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TOTAL DUE:		\$6,000.00
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TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 01/31/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	BEE CAVE RD # 1
PAR VALUE:	26,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0528%
PRINCIPAL:	26,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	26,000.00	CUSIP #:	N/A
TRADE DATE:	01/31/2013	SETTLEMENT DATE:	01/31/2013

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$26,000.00

SETTLEMENT DATE:01/31/2013

INTEREST RATE:0.0528

FUND#	FUND NAME	AMOUNT INVESTED
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396	BEE CAVE RD#1 I&S	\$26,000.00
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TOTAL DUE:		\$26,000.00
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 02/01/2013

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	BEE CAVE RD # 1
PAR VALUE:	24,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	0.0966%
PRINCIPAL:	24,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	24,000.00	CUSIP #:	N/A
TRADE DATE:	02/01/2013	SETTLEMENT DATE:	02/01/2013

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$24,000.00

SETTLEMENT DATE:02/01/2013

INTEREST RATE:0.0966

FUND#	FUND NAME	AMOUNT INVESTED
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396	BEE CAVE RD#1 I&S	\$24,000.00
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TOTAL DUE: \$24,000.00



Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

Meeting Date: March 12, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve invoice from Naman Howell Smith & Lee for legal services provided to the Corporation.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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 Housing Finance Corporation
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210

Memo

March 12, 2013

To: Board of Directors
From: Andrea Shields
Re: Invoice from Naman Howell

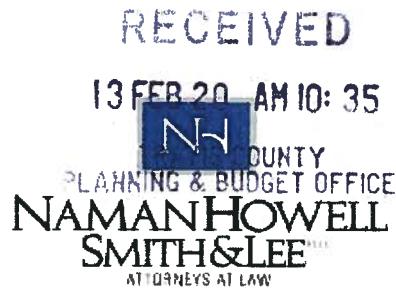
The Travis County Housing Finance Corporation received notice at the end of 2012 that the Corporation had been listed in a legal matter, along with multiple other parties referencing a foreclosure. The Corporation's legal counsel determined that the only reason the Corporation was listed in the document was because of down payment assistance provided to the involved homeowner resulting in a lien on the property. Naman Howell has filed a motion to dismiss and the motion has been upheld.

Staff recommends payment of the invoice for \$1,883.95.

cc: Leslie Browder, County Executive, Planning and Budget
Cliff Blount

8310 Capital of TX Hwy., North
Suite 490
Austin, Texas 78731
(512) 479-0300

306 West 7th St.
Suite 405
Fort Worth, Texas 76102
(817) 509-2025



10001 Reunion Place
Suite 600
San Antonio, Texas 78216
(210) 731-6300

400 Austin Avenue, Suite 800
P O Box 1470
Waco, Texas 76703-1470
(254) 755-4100

Travis County Housing Finance Corporation
700 Lavaca St., Suite 1560
Austin, TX 78701

Invoice 347946
February 12, 2013

ID: 21513-0590 - WCB
Re: McAuley / Stabeno vs. TCHFC / Ameripro, etal

For Services Rendered Through 2/11/2013

Current Fees	1,848.25	
Current Disbursements	35.70	
Total Current Charges		1,883.95
**** TOTAL DUE - PLEASE PAY THIS AMOUNT ****		1,883.95

'LEGAL AND CONFIDENTIAL'

CLIENT AND ATTORNEY WORK PRODUCT PRIVILEGED
SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

BILLING INQUIRIES: BILLING@NAMANHOWELL.COM
IRS NO. 74-2004800



**NAMAN HOWELL
SMITH & LEE**

Travis County Housing Finance Corporation
Re: McAuley / Stabeno vs. TCHFC / Ameripro,
I.D. 21513-0590 - WCB

February 12, 2013
Invoice 347946
Page 2

Fees				
Date	Svs/Prov	Hours	Description	Amount
12/03/12	JWG	0.20	Receive and review Consent to Removal provided by counsel for Wells Fargo.	25.00
12/03/12	JWG	0.50	Telephone conference with counsel for Wells Fargo regarding grounds for removal to federal court and pending 12(b)(6) Motion to Dismiss.	62.50
12/03/12	JWG	0.20	Send correspondence to client regarding Well Fargo's removal of the case to Federal Court.	25.00
12/04/12	JWG	0.50	Receive and review Amended Pleading filed by Plaintiff.	62.50
12/04/12	JWG	0.20	Draft and send e-mail to client group regarding no need to respond to most recent filing by Plaintiff.	25.00
12/06/12	JWG	2.10	Receive and review additional file documents from client.	262.50
12/11/12	JWG	0.30	Receive and review and approve conflicts check.	37.50
12/27/12	JWG	1.20	Legal research in support of 12(b)(6) Motion to Dismiss.	150.00
12/27/12	JWG	2.70	Prepare 12 (b)(6) Motion to Dismiss Plaintiff's claims.	337.50
12/28/12	LO	0.30	Work on Travis County Housing's Motion to Dismiss Plaintiff's Petition with Order and Appendix for filing.	21.00
12/28/12	JWG	2.40	Further preparation of Motion to Dismiss.	300.00
12/28/12	JWG	0.90	Prepare Appendix and Exhibits to Motion to Dismiss.	112.50
12/28/12	JWG	0.50	Prepare proposed Order Granting Motion to Dismiss.	62.50
12/28/12	JWG	0.30	Final filing and Service of Motion to Dismiss, with Appendix, Exhibits and Proposed Order.	37.50
12/28/12	JWG	0.20	Draft and send e-mail to client group with filed Motion to Dismiss.	25.00
12/31/12	RAG	0.30	Prepare Defendant's Amended Certificate of Service in connection with Motion to Dismiss Plaintiff's Verified Petition for Injunction at request of court due counsel Benjamin Idziak not authorized to receive service through court's electronic case system; prepared correspondence to court enclosed same and service upon all other counsel with copy.	21.00
01/02/13	JWG	0.50	Receive and review Motion to Dismiss filed by Defendant Ameripro Funding.	62.50
01/02/13	JWG	0.30	Prepare and send correspondence to client regarding Motion to Dismiss filed by Ameripro Funding.	37.50
01/09/13	JWG	0.75	Receive and review and analyze Well's Fargo's additional brief in support of its Motion to Dismiss and in reply to Plaintiff's Motion to Strike.	93.75



**NAMAN HOWELL
SMITH & LEE**

Travis County Housing Finance Corporation

February 12, 2013

Re: McAuley / Stabeno vs. TCHFC / Ameripro,

Invoice 347946

I.D. 21513-0590 - WCB

Page 3

Date	Svs/Prov	Hours	Description	Amount
01/09/13	JWG	0.20	Draft and send correspondence to client regarding disposition of various Motions to Dismiss.	25.00
01/14/13	JWG	0.50	Receive and review Wells Fargo's Reply Brief in Support of its Motion to Dismiss. Forward same to client with comments.	62.50
Total Fees				1,848.25

Disbursements

Date	Description	Amount
12/28/2012	Photostats; Defendant's Motion to Dismiss Plaintiff's Verified Petition for Injunction with exhibits. Copy for both Plaintiffs.	8.10
12/28/2012	Postage; CM	13.60
12/31/2012	OnLine Research; Online searches 12/01/12 - 12/31/12; Pacer Service Center	0.10
12/31/2012	OnLine Research; Online searches 12/01/12 - 12/31/12; Pacer Service Center	0.30
12/31/2012	Postage; CM	11.80
1/3/2013	Photostats; Defendant's Amended Certificate of Service in connection with Motion to Dismiss Plaintiff's Verified Petition for Injunction.	1.80
Total Disbursements		35.70



Travis County Commissioners Court Agenda Request TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: March 12, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to authorize one member of the Corporation's staff to attend the National Association of Local Housing Finance Agencies' Spring 2013 Educational Conference.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Budget Manager/854-9066

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



NALHFA Spring Educational Conference
PARTICIPANT REGISTRATION FORM
 Hotel Intercontinental New Orleans
 New Orleans, LA – April 3-6, 2013

Registration Questions (202) 367-1173 or registration@NALHFA.org
 Fax (202) 367-2173

NALHFA Registration
 Department 3086
 Washington, DC 20042-3086

All conference attendees must register using this form (or registering online at (www.nalhfa.org)). General attendees simply select the registration fee below. Package sponsors must check the box to the right and then select the proper registration fee. Package sponsors are entitled to complimentary and/or discounted registrations, but these vary among packages; please refer to the Sponsorship Opportunities Guide before submitting this form. Package sponsor discounts are only granted when sponsorships are paid in full. Non-Package sponsors should register as general attendees.

Sponsorship

Platinum (SP)
 Gold (SG)
 Silver (SS)
 Bronze (SB)

Participant Information Please print or type exactly as it should appear on badge.

Name _____ Spouse/ Guest Name _____
 Title _____ Organization _____
 Address _____
 City _____ State _____ Zip/Postal Code _____
 Telephone _____ Fax _____ Email _____
*Must include email to receive registration confirmation

♿ It is important that you enjoy the NALHFA 2013 Educational Conference. If, due to a disability you have special needs, please let us know in the space provided below, and we will do our best to assist you.

Take advantage of early rates until March 1, 2013!

Are you a first time conference attendee? Yes No

Registration Fees Please select one.

	Early On or Before March 1	Regular After March 1
NALHFA Member	<input type="checkbox"/> \$525	<input type="checkbox"/> \$575
Nonmember	<input type="checkbox"/> \$695	<input type="checkbox"/> \$755
Sponsor Discounted (member)	<input type="checkbox"/> \$330	<input type="checkbox"/> \$380
Sponsor Discounted (Nonmember)	<input type="checkbox"/> \$430	<input type="checkbox"/> \$480
One Day Presenter	<input type="checkbox"/> \$280	<input type="checkbox"/> \$295
Federal Agency Rate	<input type="checkbox"/> \$280	<input type="checkbox"/> \$330
Spouse/ Guest	<input type="checkbox"/> \$205	<input type="checkbox"/> \$235
Pre-Conference Cultural & Heritage Bus Tour Wednesday April 3, 1:00pm- 3:00pm	<input type="checkbox"/> \$45	<input type="checkbox"/> \$45
TOTAL		\$ _____

Payment

Check Payable to NALHFA. Please attach to form.
 Check# _____

Credit Card Please charge the above fees
 MasterCard Visa

CC # _____

Name on Card _____

Signature _____ Exp. Date _____

Please indicate which events you plan to participate in:

- Architectural and Entertainment Walking Tour of the French Quarter
Thursday April 4, 3:30p.m – 5:30p.m.
- Bus tour of post-Katrina Affordable Housing and Tax-Credit-Assisted Projects
Saturday April 6, 9:00 am- 12:00 noon

Cancellation Policy NALHFA must receive all cancellation requests in writing by **March 1, 2013**. Email all cancellation requests to registration@nalhfa.org. All refunds will be processed 3-6 weeks after the conference and will be assessed a \$95 processing charge for requests received by **March 1, 2013**. All sales are final after **March 1, 2013**. Substitutions are always accepted, but must be made in writing.



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: March 12, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on request to approve the Corporations Management Representation letter for Fiscal Year 2012 with outside auditor, Atchley & Associates, LLP.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Karen Thigpen, Assistant Manager/854-4743; Leslie Browder, County Executive, Planning and Budget/854-9106

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.

Andrea Shields

From: Kathryn Madden
Sent: Friday, February 22, 2013 6:07 PM
To: Karen Thigpen; Andrea Shields; Leslie Browder
Cc: Nicki Riley
Subject: FY12 Corporations Management Representation Letter
Attachments: Representation Letter - FY12 Corp 2.22.13 LH.docx

Leslie, Andrea, and Karen,

Attached is a draft of the Corporations Management Representation Letter for FY12 that is required by Atchley & Associates, our external auditors. It is dated February 22, 2013, because that is the date that the transmittal letter and the Travis County representation letter will be dated.

Paragraph Nos. 11(c), 12, 18, and Page 1 (b) are new this year. Paragraphs 11(a), 20 (replaces par 19 from FY2011), 22 (replaces par 17 from FY2011), and 13 (replaces par 12 from FY2011) had verbage changes. These additions and revisions are also in the Travis County management representation letter and so were added to the Corporations letter. Nicki has reviewed these paragraphs and approves of the language. Please review and let me know if you have any questions. Upon your approval please sign and submit it to the Board for their signatures.

Nicki will be signing the Travis County representation letter soon and we are putting it on the March 5 agenda. Please let me know if you have any questions regarding this letter. I would be happy to go over it with you.

Regards,
Kathryn Madden
Ext 44704

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

TRAVIS COUNTY HOUSING FINANCE CORPORATION

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION

CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

TRAVIS COUNTY DEVELOPMENT AUTHORITY

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

February 22, 2013

Atchley & Associates, LLP
6850 Austin Center Blvd., Suite 180
Austin, TX 78731

We are providing this letter in connection with your audit of the statutory basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Travis County (the "County") as of and for the year ended September 30, 2012, which will include the Capital Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Housing Financing Corporation, Travis County Health Facilities Development Corporation, Travis County Development Authority and the Travis County Cultural Education Facilities Finance Corporation (collectively, the "Corporations") as blended component units of the County, for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position, changes in fund balances, and cash flows of the Corporations in conformity with accounting practices prescribed in Chapter 2266, Texas Government Code ("Chapter 2266"), Financial Accounting and Reporting (the "Statutory Basis"). The representations within this letter relate to the financial information of the Corporations, included as blended component units of the basic financial statements of the County.

We confirm that we are responsible for the following:

- a. The fair presentation, in the basic financial statements, of the financial position of the governmental activities in conformity with the Statutory Basis, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America ("GAAP").
- b. The fair presentation of the required supplementary information, including Management's Discussion and Analysis, and additional supplemental schedules accompanying the basic financial statements that are presented for the purpose of additional analysis of the basic financial statements.
- c. The design and implementation of programs and controls to prevent and detect fraud, including fraud related to federal and state awards.
- d. Establishing and maintaining effective internal control over financial reporting.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit:

1. The Corporations' financial statements referred to above are fairly presented in conformity with the Statutory Basis, a comprehensive basis of accounting other than GAAP. In addition, in all material respects, the financial statements properly classify all funds and activities.

February 22, 2013

Page 2 of 4

2. We have no knowledge of fraud or suspected fraud affecting the Corporations involving (1) management, (2) employees who have significant roles in the internal control over financial reporting, or (3) others where the fraud could have a material effect on the financial statements that has not been provided to you.
3. We have no knowledge of any allegations of fraud or suspected fraud affecting the Corporations received in communications from employees, former employees, analysts, regulators, or others that has not been provided to you.
4. The Corporations have made available to you all:
 - a. Summaries of actions of the governing body.
 - b. Financial records and related data for all financial transactions of the Corporations and for all funds administered by the Corporations. The records, books, and accounts, as provided to you, record the financial and fiscal operations of all funds administered by the Corporations and provide the audit trail to be used in a review of accountability. Information presented in financial reports is supported by the books and records from which the financial statements have been prepared.
 - c. Contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal and state agencies that could have a material effect on the financial statements.
5. There has been no:
 - a. Action taken by Corporations management that contravenes the provisions of federal laws and State of Texas laws and regulations or of contracts and grants applicable to the Corporations.
 - b. Communication from other governmental or regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices or other matters that could have a material effect on the financial statements.
6. There are no material unasserted claims or assessments that legal counsel has advised us are probable of assertion and must be disclosed in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification 450, *Contingencies*, except as disclosed in the financial statements.
7. We are responsible for compliance with local, state and federal laws, rules and regulations. We are responsible for establishing and maintaining the components of internal control relating to our activities in order to achieve the objectives of providing reliable financial reports, effective and efficient operations, and compliance with laws and regulations. The Corporations are responsible for maintaining accounting and administrative control over revenues, obligations, expenditures, assets, and liabilities.
8. Management has identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statements amounts.

Except where otherwise stated below, matters less than \$5,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

9. We have disclosed to you any material change in the Corporations' internal control over financial reporting that occurred during the Corporations' most recent fiscal year that has materially affected, or is reasonably likely to materially affect, the Corporations' internal control over financial reporting.
10. The Corporations have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
11. The following, to the extent applicable, have been properly recorded and/or disclosed in the financial statements:

- a. Related-party transactions, as defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, and associated receivables or payables, including sales, purchases, loans, transfers, leasing arrangements, and guarantees (written or oral), all of which have been recorded in accordance with the economic substance of the transaction and appropriately classified and reported.
 - b. Guarantees, whether written or oral, under which the Corporations are contingently liable.
 - c. All significant estimates and material concentrations known to management which are required to be disclosed in accordance with the FASB Accounting Standards Codification 275, *Risks and Uncertainties*. Under the Statutory Basis, management uses estimates. Significant estimates are estimates at the balance sheet date which could change materially within the next year due to one or more confirming events. Concentrations refer to volumes of business, revenues, available sources of supply, or markets for which events could occur which would significantly disrupt normal finances within the next year.
12. The Corporations have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
13. There are no:
- a. Known violations or possible violations of laws or regulations for which their effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency as required by FASB Accounting Standards Codification 450, *Contingencies*, GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, and/or GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Accounting Standards Codification 450, *Contingencies*, GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, and/or GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations* that have not been disclosed in Item 6.
14. The Corporations have satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
15. There are no known material transactions that have not been properly recorded in the accounting records underlying the financial statements.
16. The Corporations have complied with all aspects of contractual agreements that would have an effect on the financial statements in the event of noncompliance.
17. Management has disclosed whether, subsequent to September 30, 2012, any changes in internal control or other factors that might significantly affect internal control over financial reporting, including any corrective action taken by management with regard to significant deficiencies and material weaknesses have occurred.
18. There are no known control deficiencies in the design or operation of internal control over financial reporting that could adversely affect the Corporations' ability to initiate, record, process, and report financial information.
19. No department or agency of the Corporations has reported a material instance of noncompliance to us.
20. With regard to the fair value measurements and disclosures of certain assets, liabilities, and specific components of equity, such as investments, we believe that in all material respects:
- a. The measurement methods, including the related assumptions, used in determining fair value were appropriate and were consistently applied based on information available as of September 30, 2012.

February 22, 2013

Page 4 of 4

- b. The completeness and adequacy of the disclosures related to fair values are in conformity with the Statutory Basis of accounting.
 - c. No events have occurred subsequent to September 30, 2012 that require adjustment to the fair value measurements and disclosures included in the financial statements.
21. In all material respects, all conduit debt of the Corporations has been disclosed in the County's basic financial statements.
 22. We are responsible for determining that significant events or transactions that have occurred since the statement of financial position date and through the date of this letter have been recognized or disclosed in the financial statements. We have recognized or disclosed any required events or transactions that have occurred subsequent to the statement of financial position date and through the date of this letter. We further represent that, as of the date of this letter, the financial statements were complete in a form and format that complied with accounting practices prescribed in Chapter 2266, and all approvals necessary for issuance of the financial statements had been obtained.
 23. During the course of your audit, you may have accumulated records containing data which is reflected in our books and records. Accordingly, copies of such records in your possession are no longer needed by us. Original records should be returned to us for our safekeeping.

Samuel T. Biscoe
Director

Gerald Daugherty
Director

Ron Davis
Director

Margaret Gomez
Director

Sarah Eckhardt
Director

Andrea Shields
Corporations Administrator

Leslie Browder
County Executive Manager, PBO



Travis County Commissioners Court Agenda Request Travis County Health Facilities Development Corporation

Meeting Date: March 12, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve one invoice totaling \$480.00 for Group Exercise Classes (Boot Camp) provided by the Travis County Wellness Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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.



HRMD

Human Resources Management Department

00 Lavaca Street Ste. 420

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-6677

February 26, 2013

TO: Andrea Shields, Corporations Administrator

FROM: Leroy Nellis, PBO

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 8 days, 16 sessions Boot Camp program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Elizabeth Sherman \$ 480.00 (16 sessions @\$30)

Please let me know if you need additional information.

*OK to pay
Leroy Nellis
2-26-13*



INVOICE

Total Health by Elizabeth

7744 Ysupon Drive
 Austin, Texas 78759
 512.789.0094

eliz@elizabethsherman.com

INVOICE NO. 202
 DATE February 23, 2012
 CUSTOMER ID Travis County Health Clinic

TO Iman Hammoudeh
 Travis County Wellness Clinic
 1010 Lavaca, Suite 215
 Austin, Texas 78701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due upon receipt	March 24, 2012

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2/1/2013 12:00 - 12:30; bootcamp	\$ 30.00	\$ 30.00
1.00	2/1/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/5/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/5/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/8/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/8/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/12/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/12/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/15/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/15/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/19/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/19/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/22/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/22/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	2/26/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	2/26/2013 12:40 - 1:10; bootcamp	30.00	30.00
SUBTOTAL			\$ 480.00
SALES TAX			
TOTAL			\$ 480.00

Make all checks payable to Elizabeth Sherman
THANK YOU FOR YOUR BUSINESS!



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: March 12, 2013

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ISSUES AND OPPORTUNITIES: None.

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Kathryn Madden
Ext 44704

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TRAVIS COUNTY DEVELOPMENT AUTHORITY

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

February 22, 2013

Atchley & Associates, LLP
6850 Austin Center Blvd., Suite 180
Austin, TX 78731

We are providing this letter in connection with your audit of the statutory basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Travis County (the "County") as of and for the year ended September 30, 2012, which will include the Capital Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Housing Financing Corporation, Travis County Health Facilities Development Corporation, Travis County Development Authority and the Travis County Cultural Education Facilities Finance Corporation (collectively, the "Corporations") as blended component units of the County, for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position, changes in fund balances, and cash flows of the Corporations in conformity with accounting practices prescribed in Chapter 2266, Texas Government Code ("Chapter 2266"), Financial Accounting and Reporting (the "Statutory Basis"). The representations within this letter relate to the financial information of the Corporations, included as blended component units of the basic financial statements of the County.

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We confirm, to the best of our knowledge and belief, the following representations made to you during your audit:

1. The Corporations' financial statements referred to above are fairly presented in conformity with the Statutory Basis, a comprehensive basis of accounting other than GAAP. In addition, in all material respects, the financial statements properly classify all funds and activities.

February 22, 2013

Page 2 of 4

2. We have no knowledge of fraud or suspected fraud affecting the Corporations involving (1) management, (2) employees who have significant roles in the internal control over financial reporting, or (3) others where the fraud could have a material effect on the financial statements that has not been provided to you.
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4. The Corporations have made available to you all:
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 - b. Financial records and related data for all financial transactions of the Corporations and for all funds administered by the Corporations. The records, books, and accounts, as provided to you, record the financial and fiscal operations of all funds administered by the Corporations and provide the audit trail to be used in a review of accountability. Information presented in financial reports is supported by the books and records from which the financial statements have been prepared.
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18. There are no known control deficiencies in the design or operation of internal control over financial reporting that could adversely affect the Corporations' ability to initiate, record, process, and report financial information.
19. No department or agency of the Corporations has reported a material instance of noncompliance to us.
20. With regard to the fair value measurements and disclosures of certain assets, liabilities, and specific components of equity, such as investments, we believe that in all material respects:
- a. The measurement methods, including the related assumptions, used in determining fair value were appropriate and were consistently applied based on information available as of September 30, 2012.

February 22, 2013

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- b. The completeness and adequacy of the disclosures related to fair values are in conformity with the Statutory Basis of accounting.
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21. In all material respects, all conduit debt of the Corporations has been disclosed in the County's basic financial statements.
22. We are responsible for determining that significant events or transactions that have occurred since the statement of financial position date and through the date of this letter have been recognized or disclosed in the financial statements. We have recognized or disclosed any required events or transactions that have occurred subsequent to the statement of financial position date and through the date of this letter. We further represent that, as of the date of this letter, the financial statements were complete in a form and format that complied with accounting practices prescribed in Chapter 2266, and all approvals necessary for issuance of the financial statements had been obtained.
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Director

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Corporations Administrator

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County Executive Manager, PBO



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
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TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: March 12, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

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BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Karen Thigpen, Assistant Manager/854-4743; Leslie Browder, County Executive, Planning and Budget/854-9106

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Kathryn Madden
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Atchley & Associates, LLP
6850 Austin Center Blvd., Suite 180
Austin, TX 78731

We are providing this letter in connection with your audit of the statutory basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Travis County (the "County") as of and for the year ended September 30, 2012, which will include the Capital Health Facilities Development Corporation, Capital Industrial Development Corporation, Travis County Housing Financing Corporation, Travis County Health Facilities Development Corporation, Travis County Development Authority and the Travis County Cultural Education Facilities Finance Corporation (collectively, the "Corporations") as blended component units of the County, for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position, changes in fund balances, and cash flows of the Corporations in conformity with accounting practices prescribed in Chapter 2266, Texas Government Code ("Chapter 2266"), Financial Accounting and Reporting (the "Statutory Basis"). The representations within this letter relate to the financial information of the Corporations, included as blended component units of the basic financial statements of the County.

We confirm that we are responsible for the following:

- a. The fair presentation, in the basic financial statements, of the financial position of the governmental activities in conformity with the Statutory Basis, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America ("GAAP").
- b. The fair presentation of the required supplementary information, including Management's Discussion and Analysis, and additional supplemental schedules accompanying the basic financial statements that are presented for the purpose of additional analysis of the basic financial statements.
- c. The design and implementation of programs and controls to prevent and detect fraud, including fraud related to federal and state awards.
- d. Establishing and maintaining effective internal control over financial reporting.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit:

1. The Corporations' financial statements referred to above are fairly presented in conformity with the Statutory Basis, a comprehensive basis of accounting other than GAAP. In addition, in all material respects, the financial statements properly classify all funds and activities.

February 22, 2013

Page 2 of 4

2. We have no knowledge of fraud or suspected fraud affecting the Corporations involving (1) management, (2) employees who have significant roles in the internal control over financial reporting, or (3) others where the fraud could have a material effect on the financial statements that has not been provided to you.
3. We have no knowledge of any allegations of fraud or suspected fraud affecting the Corporations received in communications from employees, former employees, analysts, regulators, or others that has not been provided to you.
4. The Corporations have made available to you all:
 - a. Summaries of actions of the governing body.
 - b. Financial records and related data for all financial transactions of the Corporations and for all funds administered by the Corporations. The records, books, and accounts, as provided to you, record the financial and fiscal operations of all funds administered by the Corporations and provide the audit trail to be used in a review of accountability. Information presented in financial reports is supported by the books and records from which the financial statements have been prepared.
 - c. Contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal and state agencies that could have a material effect on the financial statements.
5. There has been no:
 - a. Action taken by Corporations management that contravenes the provisions of federal laws and State of Texas laws and regulations or of contracts and grants applicable to the Corporations.
 - b. Communication from other governmental or regulatory agencies concerning noncompliance with or deficiencies in financial reporting practices or other matters that could have a material effect on the financial statements.
6. There are no material unasserted claims or assessments that legal counsel has advised us are probable of assertion and must be disclosed in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification 450, *Contingencies*, except as disclosed in the financial statements.
7. We are responsible for compliance with local, state and federal laws, rules and regulations. We are responsible for establishing and maintaining the components of internal control relating to our activities in order to achieve the objectives of providing reliable financial reports, effective and efficient operations, and compliance with laws and regulations. The Corporations are responsible for maintaining accounting and administrative control over revenues, obligations, expenditures, assets, and liabilities.
8. Management has identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statements amounts.

Except where otherwise stated below, matters less than \$5,000 collectively are not considered to be exceptions that require disclosure for the purpose of the following representations. This amount is not necessarily indicative of amounts that would require adjustment to or disclosure in the financial statements.

9. We have disclosed to you any material change in the Corporations' internal control over financial reporting that occurred during the Corporations' most recent fiscal year that has materially affected, or is reasonably likely to materially affect, the Corporations' internal control over financial reporting.
10. The Corporations have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
11. The following, to the extent applicable, have been properly recorded and/or disclosed in the financial statements:

- a. Related-party transactions, as defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, and associated receivables or payables, including sales, purchases, loans, transfers, leasing arrangements, and guarantees (written or oral), all of which have been recorded in accordance with the economic substance of the transaction and appropriately classified and reported.
 - b. Guarantees, whether written or oral, under which the Corporations are contingently liable.
 - c. All significant estimates and material concentrations known to management which are required to be disclosed in accordance with the FASB Accounting Standards Codification 275, *Risks and Uncertainties*. Under the Statutory Basis, management uses estimates. Significant estimates are estimates at the balance sheet date which could change materially within the next year due to one or more confirming events. Concentrations refer to volumes of business, revenues, available sources of supply, or markets for which events could occur which would significantly disrupt normal finances within the next year.
12. The Corporations have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
13. There are no:
- a. Known violations or possible violations of laws or regulations for which their effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency as required by FASB Accounting Standards Codification 450, *Contingencies*, GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, and/or GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Accounting Standards Codification 450, *Contingencies*, GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, and/or GASB Statement No. 49, *Accounting and Financial Reporting for Pollution Remediation Obligations* that have not been disclosed in Item 6.
14. The Corporations have satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
15. There are no known material transactions that have not been properly recorded in the accounting records underlying the financial statements.
16. The Corporations have complied with all aspects of contractual agreements that would have an effect on the financial statements in the event of noncompliance.
17. Management has disclosed whether, subsequent to September 30, 2012, any changes in internal control or other factors that might significantly affect internal control over financial reporting, including any corrective action taken by management with regard to significant deficiencies and material weaknesses have occurred.
18. There are no known control deficiencies in the design or operation of internal control over financial reporting that could adversely affect the Corporations' ability to initiate, record, process, and report financial information.
19. No department or agency of the Corporations has reported a material instance of noncompliance to us.
20. With regard to the fair value measurements and disclosures of certain assets, liabilities, and specific components of equity, such as investments, we believe that in all material respects:
- a. The measurement methods, including the related assumptions, used in determining fair value were appropriate and were consistently applied based on information available as of September 30, 2012.

February 22, 2013

Page 4 of 4

- b. The completeness and adequacy of the disclosures related to fair values are in conformity with the Statutory Basis of accounting.
 - c. No events have occurred subsequent to September 30, 2012 that require adjustment to the fair value measurements and disclosures included in the financial statements.
21. In all material respects, all conduit debt of the Corporations has been disclosed in the County's basic financial statements.
22. We are responsible for determining that significant events or transactions that have occurred since the statement of financial position date and through the date of this letter have been recognized or disclosed in the financial statements. We have recognized or disclosed any required events or transactions that have occurred subsequent to the statement of financial position date and through the date of this letter. We further represent that, as of the date of this letter, the financial statements were complete in a form and format that complied with accounting practices prescribed in Chapter 2266, and all approvals necessary for issuance of the financial statements had been obtained.
23. During the course of your audit, you may have accumulated records containing data which is reflected in our books and records. Accordingly, copies of such records in your possession are no longer needed by us. Original records should be returned to us for our safekeeping.

Samuel T. Biscoe
Director

Gerald Daugherty
Director

Ron Davis
Director

Margaret Gomez
Director

Sarah Eckhardt
Director

Andrea Shields
Corporations Administrator

Leslie Browder
County Executive Manager, PBO